



South Dakota High School Activities Association
Board of Directors Strategic Planning/Goal Setting
Monday, July 24, 2023 • 10:30 A.M CST
SDHSAA Office Board Room- Pierre, SD

(Note: No official action will be taken at this meeting, it is for SDHSAA planning and goal setting purposes only)

1. Call the meeting to order
2. Pledge of Allegiance
3. Introduction of Board and Staff Members
4. Opening remarks- President Messmer
 - a. Board Meeting Protocols and Procedures
 - Review of Parliamentary Rules
 - If it is action dictated in a policy manual, 1 reading only
 - New items should have 2 readings
 - b. Vision, Mission, and Beliefs Statements- Dr. Swartos
5. Review 2022 Strategic Planning Minutes- President Messmer
6. Review Board Policy Manual, Constitution/By-Laws, Yearbook- SDHSAA Staff
7. Review the FY22 Audit
8. Review the budget, and adjustments for FY 24- Swartos/Mikkelsen
9. Legislative Considerations- Dr. Swartos
10. GOAC- Dr. Swartos
11. Review Site Selection Committee & meeting dates for 22-23- President Messmer
12. Discussion on corporate partner contracts
13. Review SDHSAA Constitutional Revisions for 2023-24- President Messmer, SDHSAA Staff
14. Discuss Superintendent Group Priorities- Mr. Culver, Dr. Danielsen, Mrs. Walking Eagle
15. Discuss Secondary Principals Group Priorities- TBD
16. Discuss Activities Directors Group Priorities- Mr. Denning, Mr. Messmer
17. Discuss School Board Member Group Priorities- Mr. Weismantel, Mr. Hartmann
18. Executive Staff/Board comments, concerns, & suggestions- President Messmer
19. Review Goals for 2022-23, Dr. Swartos and President Messmer
20. Set goals for 2023-24, President Messmer, Board, and Staff
21. Adjourn

Respectfully Submitted,

Dr. Daniel Swartos
SDHSAA Executive Director

SDHSAA- Serving Students Since 1905

Board President – Mr. Kelly Messmer
Assistant Director – Ms. Jo Auch
Assistant Director – Mr. Brooks Bowman

Executive Director – Dr. Daniel Swartos
Assistant Director – Mr. Randy Soma
Finance Director – Mr. Ryan Mikkelsen



**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION
STRATEGIC PLANNING MEETING OF THE BOARD OF DIRECTORS
SDHSAA OFFICE BUILDING**

July 27, 2022

10:30 AM

Pierre, South Dakota

The Board of Directors held a strategic planning meeting on July 27, 2022, at the SDHSAA Office Building in Pierre, South Dakota with members present as follows:

Mark Murphy	Kelly Messmer	Dani Walking Eagle	Dr. Jeff Daniels
Michael Talley	Tom Culver	Marty Weismantel	Eric Denning

Board member Barry Mann was excused.

Staff members present included Dr. Dan Swartos, Jo Auch, Randy Soma, Brooks Bowman, and Ryan Mikkelsen.

Item #'s 1 and 2: Call the Meeting to Order and Pledge of Allegiance

The meeting was called to order by Mark Murphy at 10:30 A.M., followed by the pledge of allegiance.

Item #3-Introduction of Board and Staff Members

Chairman Murphy asked the Board of Directors and the SDHSAA Staff Members to introduce themselves.

Item #4-Opening remarks

Chairman Murphy thanked the board for their service and welcomed them to a new year on the SDHSAA Board of Directors. He also reviewed board meeting protocols and procedures, which are an amended form of Roberts Rules of Order. Dr. Swartos gave an update on the SDHSAA mission, vision, and belief statements.

Item #5- Review 2021 Strategic Planning Minutes

Chairman Murphy reviewed the 2020 Strategic Planning Minutes.

Item #6- Review Board Policy Manual, Constitution/By-Laws, and Yearbook

Dr. Swartos and Finance Director Ryan Mikkelsen reviewed the 2022-23 SDHSAA Policy Manual and Constitution and By-Laws. SDHSAA staff detailed changes to policy for the upcoming year.

Item #7- Review the FY 21 Audit

Dr. Swartos and Ryan Mikkelsen reviewed the FY 21 Audit for the Board of Directors.

Item #8- Review the FY22 Budget and adjustments to the FY23 Budget

Dr. Swartos reviewed the FY 22 budget and detailed proposed adjustments to the FY 23 budget. The Board will have a 2nd reading of the FY 23 budget at the July 28th regular meeting of the SDHSAA Board of Directors.

Item #9- Legislative Considerations

Dr. Swartos reviewed the 2022 Legislative Session and previewed the 2022 session. Transgender legislation dominated the 2022 session.

Item #10- GOAC

Dr. Swartos discussed his annual meeting with the Government Operations and Audit Committee of the South Dakota Legislature which occurred on July 20, 2022. The FY 21 Audit was discussed with members of GOAC.

Item #11- Review Site Selection Committee and Meeting Dates for 22-23

Dr. Swartos reviewed the structure of the Site Selection committee. Chairman Murphy will appoint members to the 2022-23 committee (considering sites for 2026-27) at the July 28 meeting of the SDHSAA Board of Directors.

Chairman Murphy declared the Board at recess for lunch at 12:00 PM and out of recess at 12:30 PM.

Item #12- Discussion on Corporate Partner Contracts

Dr. Swartos reviewed and discussed corporate contracts for 22-23. The contracts of Sanford, Farmer's Union, and Dacotah Bank will expire this year. Dr. Swartos is working on extending those contracts. In addition, the Trophy and Medal contract with A&M will need to go out for bid, and the sub-state broadcast contract with NFHS Network will expire and need to be considered for renewal.

Item #13- Review SDHSAA Constitutional Revisions for 2022-23 and 2023-24

Dr. Swartos visited with the Board about Constitutional Revisions for 2022-23 and potential recommendations for 2023-24. Changes will need to be made to reflect changes in the new transgender law, and we will need to look at the Name, Image, and Likeness issue.

Item #14- Discuss Superintendent Group Priorities

Tom Culver, Dr. Jeff Danielsen, and Dani Walking Eagle reported that the Superintendents would like to see some work from the SDHSAA on crowd and spectator control. There were also questions about COVID-19 protocol for the upcoming school year.

Item #15- Discuss Secondary Principal Priorities

Mike Talley reported concerns from the Secondary Principals, including shortage of officials, particularly with lower level contests.

Item #16- Discuss Athletic Director Priorities

Eric Denning and Kelly Messmer discussed priorities and concerns from the Athletic/Activity Directors, including SDIAAA/NIAAA coursework, advisory proposal forms, sportsmanship, officials shortages, coaching shortages, and the potential for an AD badge from the SDHSAA to get into state events.

Item #17- Discussion School Board Priorities

Marty Weismantel and Mark Murphy reported priorities from the school boards, including sportsmanship, officiating classes within the schools, and the importance of avoiding unexpected expenses.

Item #18- Executive Staff and Board Member Comments, Concerns, and Suggestions

SDHSAA Staff and Board shared their thoughts:

- Tom Culver spoke about 9-man football language and classifications
- Randy Soma discussed education requirements for coaches and their necessity in protecting athletes and schools. A Superintendent signature will be required each season indicating that all coaches have completed their education requirements.
- Dr. Danielson spoke of football scheduling and football officials as well as the role and power of advisory groups.

- Mark Murphy spoke about E-Sports and continuing the conversation regarding its implementation.
- Brooks Bowman suggested we again convene a calendar committee to review state event dates and recommend potential changes.

Chairman Murphy declared the board at recess at 2:29PM and out of recess at 2:38 PM.

Item #19- Review 2021-22 Goals

Dr. Swartos reviewed progress on the 2021-22 goals, as well as suggestions for implementations/carry over in 2022-23.

Item #20- Set goals for 2022-23

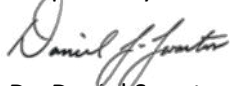
The following goals were developed by staff and board for the 2022-23 school year:

1. Conduct an economic impact study and study the potential of a bid process for items within state events that can save member schools money (hotels, meals, etc).
2. Continue to explore new SDHSAA Sports/Activities and recommend a process for adding sanctioned sports and activities.
3. Develop officials/adjudicators recruiting partnerships with high schools, post-secondary organizations, and professional associations across South Dakota.
4. Develop a sportsmanship initiative concerning fan, coach, and participant behavior in SDHSAA sanctioned sports and activities.
5. Convene a calendar committee to study SDHSAA state event dates.
6. Convene a classification committee to study enrollment cutoffs for classification across all sanctioned sports and activities.

Item #21- Adjourn

It was moved by Marty Weismantel, second by Dani Walking Eagle, to adjourn. Motion carried 8-0. Chairman Murphy declared the meeting adjourned at 3:34 PM.

Respectfully submitted,



Dr. Daniel Swartos
SDHSAA Executive Director

SDHSAA APPAREL POLICY FOR BOARD OF DIRECTORS AND STAFF

I. BOARD OF DIRECTORS AND STAFF BLAZER POLICY

Regular and Special Meetings:

- ❖ Two-day meetings: First day - Black blazer
 Second day – Business casual
 June meeting - Attire is business casual
- ❖ One-day meetings: Black blazer
- ❖ Presentation of awards at state events held inside: Black Blazer
- ❖ Presentation of awards at state events held outside: SDHSAA jacket/wind shirt, sweater, or polo shirt

II. SDHSAA APPAREL PURCHASING POLICY

A. BOARD OF DIRECTORS:

First year issue— Apparel – Total of \$120.00

A blazer must be purchased through the SDHSAA group account and will be reimbursed at the group rate. Female Board Members may purchase a blazer through the SDHSAA group account OR purchase a blazer on their own to be reimbursed at the group rate.

Third year issue—total of \$95.00

B. EXECUTIVE STAFF, FINANCE DIRECTOR, AND TECHNOLOGY DIRECTOR:

Original issue—blazer and other apparel -Total of \$320.00

Thereafter—blazer as needed and \$200.00 annually for other association apparel

C. ADMINSTRATIVE ASSISTANTS:

Annually--\$170.00

Additional apparel may be purchased by any of the individuals; SDHSAA will pay a maximum of \$15.00 per logo for embroidery and shipping.

23-24 BOARD OF DIRECTORS CLOTHING ALLOWANCE:

- Randy Hartmann \$120 + Blazer
- TBD- Div 1 \$120 + Blazer
- TBD- Div 3 \$120 + Blazer
- Eric Denning \$95

POLICIES FOR BOARD OF DIRECTORS

2023-24 MEETINGS

Six regular meetings and one annual meeting are scheduled for the 2022-23 school year. Special meetings may be called as deemed necessary by the Chairman.

NOTE: All times listed are central time.

(NFHS WEEK 4) Monday-Tuesday, July 24-25, 2023 – PIERRE, SD

- Arrive on Monday, July 24, 2023, with room reservations at the AmericInn in Ft. Pierre for Monday, July 24, 2023.
- Strategic Planning Meeting at 10:30 a.m. on Monday, July 24, 2023. Meeting to be held at the SDHSAA Office Building located at 804 North Euclid, Pierre, SD.
- Regular meeting agenda to begin at 8:30 a.m. on Tuesday, July 25, 2023. Meeting to be held at the SDHSAA Office Building located at 804 North Euclid, Pierre, SD.
- Depart on Tuesday, July 25, 2023.

(NFHS WEEK 18) WEDNESDAY, NOVEMBER 1, 2023 – PIERRE, SD

- Arrive on Tuesday, October 31, 2023, with room reservations at the AmericInn in Ft. Pierre for Tuesday, October 31, 2023.
- Regular meeting agenda begins at 10:30 a.m. on November 1, 2023 at the SDHSAA office building.
- Departure on November 1, 2022.

(NFHS WEEK 29) WEDNESDAY, JANUARY 17, 2024 – PIERRE, SD

- Arrive on Tuesday, January 16, 2024, with room reservations at the AmericInn in Ft. Pierre for Tuesday, January 16, 2024.
- Regular meeting agenda begins at 9:00 a.m. on January 17, 2024 at the SDHSAA office building.
- Departure on January 17, 2024.

(NFHS WEEK 35) WEDNESDAY, FEBRUARY 28, 2024 – PIERRE, SD

- Arrive the evening of Tuesday, February 27, 2024, with room reservations at the AmericInn.
- Meeting held at the SDHSAA office building.
- Regular meeting agenda begins at 10:30 a.m. on February 28, 2024.
- Departure on February 28, 2024.

(NFHS WEEK 42) TUESDAY AND WEDNESDAY, APRIL 17-18, 2024 – PIERRE, SD

- Arrive on Tuesday, April 17, 2024, with room reservations at the AmericInn in Ft. Pierre for Tuesday, April 17, 2024.
- Annual Meeting held at the SDHSAA Office Building beginning at 11:00 a.m. on Tuesday April 17, 2024.
- Regular meeting will begin Tuesday April 17, 2024, thirty minutes following the Annual Meeting at the SDHSAA Office Building.
- Regular meeting will resume Wednesday April 18, 2024 at 8:30 a.m.
- Departure on April 18, 2024.

(NFHS WEEK 50) WEDNESDAY AND THURSDAY, JUNE 11-12, 2024 – PIERRE, SD

- Arrive on Wednesday June 11, 2024, with room reservations at the AmericInn in Ft. Pierre.
- Board dinner, with guests, at 6:00 p.m. on Wednesday, June 11, 2024.
- Regular Meeting held at the SDHSAA office building beginning at 8:30 a.m. on Thursday, June 12, 2024.
- Departure on June 12, 2024.

NOTE- all times listed are Central Time

2023-24 SDHSAA BOARD OF DIRECTORS MEETINGS

MEETING DATES	MEETING SITE	MOTEL/HOTEL ROOM RESERVATIONS	RATES Single/DbL.
July 24-25, 2023	SDHSAA Office Building	AmericInn, Ft. Pierre (July 24-25)	\$99.99
November 1, 2023	SDHSAA Office Building	AmericInn, Ft. Pierre (Oct. 31)	\$99.99
January 17, 2024	SDHSAA Office Building	AmericInn, Ft. Pierre (Jan. 16)	\$99.99
February 28, 2024	SDHSAA Office Building	AmericInn, Ft. Pierre (Feb. 27)	\$99.99
April 17-18, 2024	SDHSAA Office Building	AmericInn, Ft. Pierre (April 16-17)	\$99.99
June 11-12, 2024	SDHSAA Office Building	AmericInn, Ft. Pierre (June 11)	\$99.99

BOARD OF DIRECTORS RESERVATIONS FOR 2023-24 EVENTS

DATE OF RESERVATION	EVENT	MOTEL/HOTEL ROOM RESERVATIONS	RATES Single/DbL.
October 1-2, 2023	Boys' "A" Golf	Rapid City-Ramkota	75.00
October 1-2, 2023	Boys' "AA" Golf	Brandon –Holiday Inn Express	139.99
October 1-6, 2023	Girls' Tennis	Sioux Falls-Ramkota	95.00
October 13-14, 2023	State Soccer	Brandon- Holiday Inn Express	139.99
October 20-21, 2023	State Cross Country Meet	Sioux Falls – Holiday Inn Express	140.00
October 20, 2023	Competitive Cheer & Dance	Sioux Falls-Ramkota	95.00
October 28, 2023	All-State Chorus & Orchestra	Rapid City- Holiday Inn RC Downtown	74.00
November 8-11, 2023	State Football Play-Offs	Vermillion –Best Western Vermillion Inn	75.00
November 15-18, 2023	Combined Volleyball	Rapid City- Holiday Inn RC Downtown	94.00
December 1-2, 2023	State Oral Interp Festival	Harrisburg	99.99
February 1-3, 2024	State One-Act Play Festival	Brandon Valley	75.00
February 8-9-10, 2024	State Gymnastics Meet	Pierre – Ramkota	99.00
February 9, 2024	State Wrestling Duals	TBD	
February 21-24, 2024	Combined Wrestling	Sioux Falls- Sheraton	142.00
Feb 28- Mar 1, 2024	State Debate and IE	Watertown- TBD	96.00
March 6-9, 2024	State Girls' "B" Basketball	Rapid City- Holiday Inn RC Downtown	129.00
March 6-9, 2024	State Girls' "A" Basketball	Brookings- Country Inn & Suites	99.00
March 6-9, 2024	State Girls' "AA" Basketball	Sioux Falls- Fairfield	134.00
March 13-16, 2024	State Boys' "B" Basketball	Aberdeen-Ramkota	139.99
March 13-16, 2024	State Boys' "A" Basketball	Rapid City- Holiday Inn RC Downtown	139.00
March 13-16, 2024	State Boys' "AA" Basketball	Sioux Falls- Sheraton	142.00
March 21-23, 2024	All-State Band	Pierre- TBD	98.00
May 2-4, 2024	All-State Jazz Band & Show Choir	Aberdeen- TBD	129.00
May 12-17, 2024	State Boys' Tennis Tournament	Rapid City- Holiday Inn RC Downtown	79.00
May 22-25, 2024	State Track & Field	Sioux Falls-Sheraton	142.00
May 29, June 1, 2024	Softball	Aberdeen – Ramkota	149.99
June 2-3, 2024	State Boys' & Girls' "B" Golf	Mitchell – Hampton Inn	139.00
June 2-3, 2024	State Girls' "A" Golf	Sioux Falls – Holiday Inn Express	140.00
June 2-3, 2024	State Girls' "AA" Golf	Yankton – BW Kelly Inn	75.00

II. BOARD OF DIRECTORS EXPENSES

Expenses for the Board of Directors members attending meetings or other authorized Association events shall be paid according to the following schedule:

1. **Transportation:** For each car driven, reimbursement will be paid according to current state mileage rates per each allowable mile traveled to, during and from the site of the meeting or event. The rate paid to the Board of Directors will automatically increase to the current state rate to coincide with the SDHSAA's fiscal year, beginning July 1. If commercial transportation is used, the actual cost of the ticket will be reimbursed. If travel is by airline, coach fare shall be used unless first class is all that is available.
2. ***Meals:** In-State: Breakfast - \$13.00; Lunch-\$15.00; Dinner-\$26.00
Out-of-State: TBD as per current IRS allowable rates.
Note: There will not be any allowances for spouse meals unless previously announced or pursuant to the policy set forth in #7 below.
*Meals reimbursed without an overnight stay shall be reported as taxable income.

<u>Meals (In State and Out of State)</u>	
<u>When leaving before</u>	<u>When returning after</u>
5:31 a.m.	7:59 a.m.
11:31 a.m.	12:59 p.m.
5:31 p.m.	7:59 p.m.

3. **Lodging:** Reimbursement of lodging will also include spouse for all Association events and functions. Since the SDHSAA must guarantee room occupancy, **each board member is individually responsible to telephone the motel/hotel and cancel the reservation for the date(s) that a sleeping room is not required.** Prior notification must be made to the SDHSAA office if not staying at the SDHSAA contracted motel/hotel. If not staying at the SDHSAA contracted motel/hotel, the board member will be reimbursed up to the contracted dollar amount of the SDHSAA contracted motel/hotel or the actual cost of the motel/hotel room as per the room receipt, whichever is less. Each board member will be guaranteed one (1) reserved room---additional room(s) must be secured by each individual board member.
4. **Gratuities:** Ten dollars per day for gratuities when in-state.
Gratuities TBD when out-of-state, not to exceed 20% of allowable IRS meal rates.
5. **Expense vouchers:** All expense vouchers relating to Association events/business (board meetings, state events, summer meeting, etc.) **shall be turned in for payment within two weeks of the event/business for reimbursement.** Vouchers not turned in within the two week period will not be reimbursed.
6. **Stipend:** Board of Education members serving on the SDHSAA Board of Directors shall be paid a \$75 stipend per day for attendance at SDHSAA Board of Director meetings.
7. During the June Board of Directors meeting, the executive director shall make arrangements for dinner with spouses and invited guests.

III. NATIONAL FEDERATION CONVENTION

- A. Meals and lodging will be paid according to the foregoing schedule, except special meals such as banquets and luncheons will be reimbursed at cost, with these meals not to be included among meals reimbursed at Association rates. During the NFHS Summer Meeting, a “no-host” South Dakota dinner may be scheduled by the SDHSAA with board members, staff members, spouses, and others as invited guests.

- B. Airfare will be paid for each board member attending the summer meeting. Members may choose to drive to the site of the meeting. Mileage will be paid pursuant to the current IRS rates, but mileage paid is not to exceed the price of the airfare. If individuals double up and travel by car, mileage will be paid at the above rate for one car, not to exceed the total of the combined airfares of the board members traveling in the car.

NOTE: members attending the NFHS Summer Meeting who are not flying into the NFHS designated city/airport, should be reimbursed for travel expenses up to the cost of a round trip ticket and shuttle/cab fee. The round-trip ticket should be based on the cost of a ticket from Pierre as of May 15th of the convention year. The following receipts shall be attached to the voucher prior to reimbursement:

Airfare	Car rental	Gas	Parking fee
Registration form	Hotel	Shuttle/cab	

- C. When a board member travels by car, he/she will be reimbursed at the regular rates for meals and lodging for one additional day going to the meeting and one additional day returning. The additional meals and lodging will apply only if travel distance to the convention is more than five hundred (500) one-way miles.
- D. When travel is by plane, rideshare or taxi service will be reimbursed as needed.
- E. When part or all of the travel is by car, garage rental or airport parking space rental will be reimbursed at actual cost.
- F. Effective the 2013 NFHS Summer Meeting, board members will have the option of attending three (3) NFHS Summer Meetings during their tenure on the Board of Directors. Board members going off the Board following the June Meeting of the Board of Directors shall not attend the NFHS Summer Meeting at the expense of the Association.
Future meetings: 2024- Boston, 2025- Chicago, 2026- Salt Lake City, 2027- TBD (East)
- G. Miscellaneous travel expenses TBD on a yearly basis.

IV. LIABILITY INSURANCE

- A. Board of Directors members are covered by this policy. Coverage includes:
- 1) Bodily injury liability, including participant and spectator bodily injury at events under the Association's jurisdiction, sponsorship or control.
 - 2) Property damage liability at events under the Association's jurisdiction, sponsorship and control.
 - 3) Auto Liability Insurance of secondary coverage in the amount of \$1,000,000 when driving personal car for Association business.
 - 4) Accidental Death/Trip Insurance \$250,000.

V. TICKETS FOR SDHSAA TOURNAMENTS/EVENTS

Each Board of Directors member shall be entitled to six (6) complimentary tickets/passes to include student and adult tickets/passes. The issuance of complimentary tickets/passes is contingent on the Board of Directors member actually attending the event. Additional tickets/passes, both student and adult, may be purchased prior to the event. This policy pertains to events where seats are reserved as well as events where seats are not reserved.

VI. OFFICER INDEMNIFICATION POLICY OF THE SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION

Section 1: The South Dakota High School Activities Association (hereinafter, the "Association" or the "SDHSAA") shall indemnify, protect and hold harmless any person who was or is a party or is threatened to be made a party to any pending, completed or threatened action, suit or proceeding, whether civil, criminal, administrative, legislative or investigative (other than an action against said person by or on behalf of the Association) by reason of the fact that he/she is or was a board member, officer or employee serving as a member of the SDHSAA executive staff against all expenses (including attorney fees), judgments, fines and amounts paid or to be paid in settlement, actually and reasonably incurred by him/her in connection with such action, suit or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction, or probation upon a plea of nolo contendere or its equivalent, shall not, of itself, create any presumption or inference that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe his/her conduct was unlawful.

Section 2: Any expenses (including attorney fees) incurred in defending such action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of a written agreement by or on behalf of the person seeking indemnity to repay such amount or amounts if it shall ultimately be determined that he/she is not entitled to be indemnified by the Association as authorized above.

Section 3: The indemnification provided above shall not be deemed exclusive of any other legal rights to which those seeking indemnity may be entitled under any policy of insurance, other agreement or provision of law, and shall continue as to a person who has ceased to be a board member, director, officer or employee serving as a member of the SDHSAA executive staff and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 4: The Association may purchase and maintain insurance on behalf of any person entitled to indemnity hereunder, but no retention or deductible amounts contained in any policy of insurance shall impair or restrict the full right of indemnity provided herein.

Section 5: This indemnification policy shall be effective for all acts and/or omissions occurring on or after its adoption by the SDHSAA Board of Directors, and shall remain in effect until amended or terminated by resolution of the SDHSAA Board of Directors. Provided, however, no subsequent amendment or termination of this indemnification policy shall impair or restrict the rights of any person entitled to indemnity hereunder for acts or occurrences prior to the adoption of any resolution amending or terminating this indemnification policy.

VII. AWARD PROCEDURE TO BE FOLLOWED AT SDHSAA STATE CONTESTS & TOURNAMENTS

- 1) Corporate partners, if attending the awards ceremony, shall each be represented at the ceremony by only one individual.
- 2) The SDHSAA would ask that the individuals representing corporate partners shall be dressed appropriately for a state contest awards ceremony.

A. SDHSAA policy stipulates that:

- At all indoors awards ceremonies involving the championship series of awards or any award presentation in the evening, the SDHSAA staff members and members of the Board of Directors, shall wear black blazers.

- At all indoor non-championship series awards and all outdoors awards ceremonies (including the football championships), SDHSAA staff members and members of the Board of Directors shall wear SDHSAA sweaters, jackets or SDHSAA shirts.
- B. The SDHSAA would ask that corporate partner participants adhere to the following guidelines during awards ceremonies:
- At all indoor awards ceremonies involving the championship series of awards or any award presentation in the evening, the corporate presenters should be dressed in a sport coat or dress casual (no polo shirts, etc.)
 - At all indoor non-championship series awards and all outdoors award ceremonies (including the football championships), apparel such as polo shirts, sweaters, etc., are appropriate.
- 3) At their January 12-13, 2000 meeting, the SDHSAA Board of Directors adopted the following policy for awards ceremony procedure involving SDHSAA Board of Directors (and/or SDHSAA staff) and all corporate partners:
- A. Board of Directors (or staff) will hand out individual awards with the representatives of the corporate partners shaking the hand of each recipient.
 - B. During the presentation of team awards, the Board of Directors (or staff) will first greet and congratulate the head coach followed by the presentation of the team award by a representative of corporate partners.
 - C. Corporate representatives will alternate in the presentation of the team awards.

VIII. LIFETIME PASS

During the March 4, 2009, meeting of the Board of Directors, it was moved by Bryan Brewer, seconded by Doug Schooley, and passed unanimously to provide lifetime passes to all former members of the Board of Directors. The lifetime pass grants the cardholder whose name appears on the pass, along with a guest, the privilege of attending all SDHSAA sponsored state events free of charge. This pass does not provide the cardholder, or their guest, with a reserved seat, only admission to the facility. The lifetime pass shall not be honored at district or region contests held throughout the school year.

**POLICIES FOR EXECUTIVE STAFF, FINANCE DIRECTOR, and
TECHNOLOGY DIRECTOR
(Identified in this section as “Executive Staff”)**

Executive Director and Assistant Executive Directors

I. EMPLOYMENT OF STAFF

- A. An Executive Staff position is one which requires the employee to work directly with secondary school administrators, athletic directors, boys/girls athletic coaches, music, speech, journalism and student council director’s et.al. in matters related to member school athletic and non-athletic programs.
- B. Whenever an Executive Staff position is open, the Executive Director is to notify the Board of Directors of the opening. All vacancies shall be advertised to the SDHSAA membership and other appropriate parties.
- C. Each applicant will be considered on his/her own merit as a condition of employment, and will not be discriminated against because of race, creed, color, age, sex, gender identity, or physical handicap.
- D. The appointment of the Executive Director and Assistant Executive Directors shall be the responsibility of the Board of Directors.

II. EXECUTIVE STAFF CONTRACTS

- A. Contracts shall be for one year or at the discretion of the Board of Directors.
- B. New contracts may be issued prior to the expiration date of existing contracts. The effective dates of the new contract will coincide with the SDHSAA fiscal year. (July 1 - June 30).
- C. Contracts for employment of Executive Staff members shall have terminal dates consistent with the fiscal year and shall be binding upon both parties, except by mutual consent, and the term of the contract, subject to the provisions of resignation, dismissal, and/or retirement policies.

III. DISMISSAL PROCEDURE

- A. An Executive Staff member may be dismissed immediately for plain violation of contract, gross incompetence, immorality, insubordination, or conduct unbecoming an employee of the SDHSAA. Reason/s for dismissal is to be presented to the Executive Staff member in written form.
- B. Executive Staff members shall have the right to reply to such charges in a hearing. Said hearing shall be in closed session before the Board of Directors. The employee may be represented by legal counsel of his/her choice.

IV. OFFICE HOURS

- A. Regular office hours shall be Monday through Friday, 8:00 a.m. to 4:30 p.m. exclusive of paid holidays. Staff members are entitled to a one-hour lunch break. These hours pertain to the months of September through May.
- B. From Monday of week 49 (June 3, 2024) to Friday of week 4 (August 2, 2024), the regular office hours shall be Monday through Thursday, 8:00 a.m. to 4:00 p.m. The office will be closed on Fridays.

- C. Starting Monday of week 5 (August 5, 2024) through Friday of week 7 (August 23, 2024) office hours will be 8:00 a.m. to 4:00 p.m. Monday through Friday.
- D. Starting Monday of week 8 (August 26, 2024) office hours shall return to 8:00 a.m. to 4:30 p.m.
- E. Any executive staff position of the association is not designed to be related in any way to a so-called 40-hour week. A staff member, some more than others, is required by the nature of the position to work without regard to hours, including evenings and Saturdays and Sundays at various times of the year, depending upon the particular demands of the job at that time. In recognition of the nature of the staff member's responsibilities, reasonable executive privileges are extended. Executive staff personnel are considered to be exempt employees insofar as the Fair Labor Standards Act (FLSA) is concerned because of the rationale cited above.

V. FISCAL YEAR

July 1 through June 30. All salaries, leaves, vacations, etc. shall be arranged in respect to the fiscal year.

VI. PAY DAYS

Staff members are paid on the 25th day of each month. If the 25th falls on a weekend, holiday, or State event (for personnel attending the event) the payday will be moved up accordingly.

VII. SALARIES

The Board of Directors shall annually determine salary adjustments.

VIII. MOVING STIPEND

Following Board action of April 15-16, 2008: A moving stipend, to be determined by the Board of Directors, shall be granted to any new executive staff member upon approval of their contract.

IX. INSURANCE

- A. Effective July 1, 2023, Avera Health Plans will provide one plan choice. (1) Avera 4500 HDHP: Choice #1 will have a \$4,800 single deductible or \$9,000 embedded family deductible.

	Individual	Family (Embedded)
In-Network Deductible	\$4,800	\$9,600
Out-of-Network Deductible	\$20,000	\$40,000
Maximum Out-of-Pocket In-Network	\$4,800	\$9,600
Maximum Out-of-Pocket Out-of-Network	\$20,000	\$40,000
Co-pay to Count Towards Deductible?	No	No
Coinsurance After Deductible In-Network	0%	0%
Coinsurance After Deductible Out-of-Network	40%	40%
Prescription Rider	0%	0%

- B. Assistant executive staff shall receive full family health insurance paid by the Association . Assistant executive staff will receive an employer contribution of \$5,100.00 to their HSA on or about July 25th, 2023, and another \$2,650.00 on or about January 25, 2024. Employees entering the plan will receive the full \$7,750 in their HSA account on or about July 25, 2024.
- C. An assistant executive staff on the single HSA plan will receive an employer contribution not to exceed the current year HSA contribution limit. The excess contribution will be paid to the employee as a taxable benefit.
- D. As per Board action of June 9-10, 2009, minutes page 11: Full family health insurance coverage shall be extended to the executive director.
- E. All employees must be enrolled in a health plan either sponsored by the Association or a qualified plan by the spouse's employer. (June 4-5, 2001) The executive director may opt out of employer insurance coverage if already covered by TRICARE (Military Insurance).
- F. The Association will pay the dental insurance premium for each employee. Family coverage is optional at the employee's expense.
- G. National Casualty Company (General Liability, Excess Liability)
 - 1. Staff members are covered by these policies. Coverage includes any suit brought by a third party for:
 - a) Bodily injury liability, including participant and spectator bodily injury at events under the Association's jurisdiction, sponsorship or Directors;
 - b) Property damage liability at events under the Association's jurisdiction, sponsorship and control;
 - c) Advertising injury liability;
 - d) Libel or slander.
- H. Automobile
 - 1. Executive staff members shall furnish their automobile for Association travel related duties and responsibilities. In instances where corporate vehicles are furnished, executive staff members shall drive corporate vehicles for all related Association duties and responsibilities. Allowances will be allowed for related travel to and from SDHSAA office building. The Association will be responsible for all fuel consumed by corporate sponsored vehicles.
 - 2. Association Automobiles: The Association may provide automobiles to executive staff. Personal mileage shall be limited to commuting and de minimis mileage. Staff shall keep mileage logs detailing personal and business mileage for each calendar year. Personal mileage will be considered additional compensation based on IRS regulations, and added to each employee's W-2 for the year.
 - 3. Auto Liability insurance, which covers all staff members, is secondary coverage in the amount of \$1,000,000 when driving personal or corporate car for Association business.
 - 4. The rate paid staff will automatically increase to the mileage rate set by the State of South Dakota.
- I. Life Insurance
 - 1. A life insurance policy in the amount of \$15,000 is provided by the Association as a benefit to all full-time employees. Additional life insurance up to \$50,000 for the employee, \$25,000 for the employee's spouse, and \$10,000 for the employee's children may be purchased by the employee.

X. RETIREMENT

- A. Effective FY 2003-2004, the SDHSAA will become a member of the South Dakota Retirement System.
- B. Employees may continue to contribute to their 403 (b) plan up to the federally mandated maximum amount.
- C. It was voted during the April 10-11, 2001, meeting of the Board of Directors that Marlyn Goldhammer shall receive \$400.00 per month for the rest of his life to purchase supplemental medical insurance. This benefit will go into effect July 1, 2001. This stipend will be reported to the Internal Revenue Service on Form 1099.

XI. EXECUTIVE STAFF EXPENSES

- A. **Transportation:** For each personal car driven, reimbursement will be paid according to current state of South Dakota allowable rate per mile traveled to, during and from the site of the meeting or event. If corporate vehicles are driven, no mileage reimbursement will be paid. If commercial transportation is used, the actual cost of the ticket will be reimbursed. If travel is by airline, coach fare shall be used unless first class is all that is available.
- B. ***Meals:** In-State: Breakfast \$13.00; Lunch \$15.00; Dinner \$26.00, or actual expenses. Out-of-State Rates: TBD as per current IRS allowable rates.
 - * Meals reimbursed without an overnight stay shall be reported as taxable income.
 - * Meals incurred while driving to or returning from SDHSAA work related travel shall be reimbursed at in-state or out-of-state rates.
 - * Meals purchased for corporate partners, Board of Control, or other Association partners, shall be reimbursed at actual expense and are allowable on SDHSAA approved credit cards.

Meals (In State and Out of State)

<u>When leaving before</u>	<u>When returning after</u>
5:31 a.m.	7:59 a.m.
11:31 a.m.	12:59 p.m.
5:31 p.m.	7:59 p.m.

- C. **Lodging:** Reimbursement of lodging will also include spouse for all Association events and functions.
- D. **Gratuities:** Ten dollars per day for gratuities when in-state
Gratuities TBD when out-of-state—not to exceed 20% of allowable IRS meal rates
- E. **Incidental Expenses:** Incidental expenses as approved by the Executive Director will be reimbursed at actual cost with proper documentation, and are allowable on the SDHSAA approved credit cards.

XII. NATIONAL FEDERATION MEETINGS/CONVENTIONS:

- A. Meals and lodging will be paid according to the foregoing schedule, except special meals such as banquets and luncheons will be reimbursed at cost, with these meals not to be included among meals reimbursed at Association rates. During the NFHS Summer Meeting, a “no-host” South Dakota dinner may be scheduled by the SDHSAA with Board members, staff members, spouses, and others as invited guests.
- B. Airfare will be paid for each executive staff member and board member attending the Summer Meeting. Members may choose to drive to the site of the meeting. Mileage will be paid pursuant to the current IRS rates, but mileage paid is not to exceed the price of the

airfare. If individuals double up and travel by car, mileage will be paid at the above rate for one car, not to exceed the total of the combined airfares of the board members traveling in the car.

NOTE: members attending the NFHS Summer Meeting who are not flying into the NFHS designated city/airport, should be reimbursed for travel expenses up to the cost of a round trip ticket and shuttle/cab fee. The round-trip ticket should be based on the cost of a ticket from Pierre as of May 15th of the convention year. The following receipts shall be attached to the voucher prior to reimbursement:

Airfare	Rental car	Gas	Parking fee
Hotel	Registration form	Shuttle/cab	

- C. When an executive staff member or board member travels by car, he/she will be reimbursed at the regular rates for meals and lodging for one additional day going to the meeting and one additional day returning. The additional meals and lodging will apply only if travel distance to the convention is more than five hundred (500) one-way miles.
- D. When travel is by plane, rideshare and taxi service will be reimbursed as needed.
- E. When part or all of the travel is by car, mileage, garage rental or airport parking space rental will be reimbursed at actual cost.
- F. Miscellaneous travel expenses TBD on a yearly basis.

XIII. TICKETS FOR SDHSAA TOURNAMENTS/EVENTS

Each executive staff member shall be entitled to six (6) complimentary tickets/passes to include student and adult tickets/passes. Additional tickets/passes, both student and adult, may be purchased prior to the event. This policy pertains to events where seats are reserved as well as events where seats are not reserved.

XIV. OFFICER INDEMNIFICATION POLICY

Refer to Part VI, Page 7 of this manual.

XV. HOLIDAYS AND LEAVE

A. Paid Holidays

1. When the following regularly observed national or state holidays fall during the workweek (Monday through Friday) the SDHSAA office will be closed. If one of the recognized holidays falls on a Saturday, the office will be closed the preceding Friday. If one of the recognized holidays falls on a Sunday, the office will be closed the following Monday.

Independence Day	Tuesday, July 4, 2023
Labor Day	1st Monday in September, September 4, 2023
Native American Day	2nd Monday in October, October 9, 2023
Veteran's Day	Saturday, November 11, 2023
Thanksgiving recess	November 23-24, 2023
Christmas and New Year's	The office will close at the end of the work day on Thursday, December 21, 2023, and will re-open on Wednesday, January 3, 2024
Martin Luther King Jr. Day	3rd Monday in January—January 15, 2024
Presidents' Day	3rd Monday in February—February 19, 2024
Good Friday	Friday before Easter—March 29, 2024
Easter Monday	Monday following Easter—April 1, 2024
Memorial Day	Last Monday in May—May 27, 2024
Juneteenth	Wednesday, June 19, 2024

2. Holidays do not rate priority over job responsibilities; therefore, staff members are entitled to a different day off in the event their job responsibilities prevent normal observance of a paid holiday.

B. Sick Leave

1. An employee may use accumulated sick leave for personal or immediate family illness or injury; for medical, dental, optical consultation or treatment; or for quarantine. (For immediate family definitions see page 15, letter G, #2, or page 31, letter H, #2).
2. All contracted executive staff members shall be granted sick leave credit at the rate of 12 days per year.
3. The employee shall be permitted to accumulate unused sick leave without limit during the year.
4. No sick leave shall be allowed after termination of employment.
5. The amount of accumulated sick leave at the time when the illness or injury begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.
6. A staff member's daily pay will be deducted for each day absent after accumulated sick leave has expired. Sick leave will be granted and recorded on an hourly basis. Each employee shall be given an annual notice of unused sick leave. Daily pay shall be determined by dividing annual salary by 260.
7. Reimbursement of Unused Sick Leave
 - a) After ten full years of continuous service of employment, all full-time employees shall be eligible for reimbursement for unused sick leave when the employee leaves or retires.
 - b) Formula - Current base pay X a maximum of fifty (50) days of unused sick leave.
 - c) Base pay shall be computed by dividing the current year's salary by two hundred and sixty days per year.

NOTE: By Board action of April 15-16, 2008, page 12 minutes and amended June 8, 2017: "The Board feels that employees should not be reimbursed for unused sick leave, thus the current policy will not apply to employees who signed, and Board approved, employment contracts after June 30, 2008. All current employees will be grandfathered in to the sick leave policy." Grandfathered Employee- Jo Auch—June 6, 2008

C. Vacation/Annual Leave

1. Contracted staff members shall be granted a paid vacation.
2. Annual leave is to be accrued monthly as listed below. Employees are allowed to carry over a maximum accrual of vacation leave from contract year to contract year of twice the annual rate. Employees may accrue above twice the annual rate during a contract year, however, at the end of each contract year, any vacation leave accrual in excess of twice the annual rate shall be forfeited.
3. Vacation leave will be accrued on the following basis:

- a) The Executive Director shall earn 20 work days of vacation time annually.
- b) All other executive staff shall earn vacation leave on the following basis:

<u>Length of Service</u>	<u>Earned Vacation Time</u>
First year	12 Work Days
From 2 to 6 years of continuous service	15 Work Days
Year 7 and over	20 Work Days

An employee will advance to the next tier of vacation leave according to their anniversary date. If the anniversary date falls from the 1st of the month through the 15th of the month, the new accrual rate will begin on the 1st of that month. If the anniversary date falls on the 16th through the 31st of the month, the new accrual rate will begin on the 1st of the following month.

4. A paid holiday falling within the vacation period will not be counted as part of the vacation. Staff members may add such day to the total vacation days to which they are entitled.
5. Vacation must be scheduled with consideration to job responsibilities. Vacations for the Assistant Executive Directors shall be approved by the Executive Director.
6. Reimbursement of unused vacation leave:
 - a) Executive staff personnel shall be eligible for reimbursement up to the maximum allowed by current unused vacation leave policy.
 - b) Base pay shall be computed by dividing the current annual salary by 260 days.
 - c) Formula -Multiply the current base pay times the number of unused vacation days up to the limits set forth in the policy.

D. Parental Leave:

1. During the time that the mother is in the hospital due to childbirth and/or complications thereof, the employee (mother or father) shall be able to use sick leave. Once the mother has left the hospital, the employee shall use annual leave.
2. Parental leave, without pay, shall be granted per FMLA guidelines, provided the request is made in advance of the childbirth or adoption. (See form at end of the Policy Manual.)
3. Sick leave and vacation leave continue to accrue at regular rates while an employee is on approved parental leave.

E. Personal Leave:

1. Each contracted staff member may be granted up to one day, non-accumulated personal leave during any fiscal year. Personal leave shall be used for compelling personal reasons only and shall not be subtracted where other leave is provided.
2. Requested personal leave by Assistant Executive Directors shall be approved by the Executive Director. Personal leave of the Executive Director shall be approved by the Chairman of the Board of Directors.

F. Bereavement Leave:

1. Bereavement leave may be granted for necessary absence due to death, at the discretion of the Executive Director. Bereavement leave does not accumulate from year to year.

G. Emergency Leave for Family Illness:

1. Emergency Leave:
 - a) Emergency leave may be granted to an employee, without loss of pay, for health emergency requiring doctors care of an immediate family member whom is seriously ill.
 2. Immediate Family:
 - a) The definition of immediate family includes, but not limited to, employees spouse, children, mother, father, brother or sister. Immediate family to also include members of non-traditional family (step-mother, step-father, etc.)
 3. Excused Absences with Pay:
 - a) All employees must have more than thirty days of service to be eligible for excused absence with pay.
 4. Duration of Emergency Leave:
 - a) In-State: Up to three working days subject to the approval of the Executive Director.
 - b) Out-of-State: Up to five working days subject to the approval of the Executive Director.
 5. Additional Time:
 - a) If an employee needs additional emergency leave, the additional time shall be gained in the following order:
 - (1) May use the one day of personal leave subject to the approval of the Executive Director.
 - (2) The employee may use up to two days (sixteen hours) of their accumulated sick leave subject to the approval of the Executive Director.
 - (3) The employee may use earned vacation days subject to the approval of the Executive Director.
 6. Excused Absences without Pay:
 - a) Payroll deductions will be triggered after all of the afore mentioned days are used up. The excused absence without pay is subject to the pre-approval of the Executive Director.
- H. Other Leaves:
- a) Leave shall be granted for jury duty. In the event of jury duty, the employee may either take Annual Leave and keep jury duty earnings or forego Annual Leave and remit jury duty earnings to the SDHSAA office.

XVI. SEPARATION PAY POLICY

Separation pay benefit is available to any employee who has worked for the Association in accordance with the following:

1. Employee must be at least 55 years of age and has not yet reached their 69th birthday.
2. An employee who has been employed by the Association for at least fifteen (15) years will be eligible for 60% of their final salary payable over a three (3) year period.
3. An employee who has been employed by the Association for at least twenty (20) years will be eligible for 80% of their final salary payable over a three (3) year period.
4. An employee who has been employed by the Association for at least twenty five (25) years will be eligible for 100% of their final salary payable over a three (3) year period.
5. The first payment shall be made prior to June 30 of the retirement year with payments two and three being made following January 1 and prior to February 28 the following two years.

A maximum of one new recipient may become eligible per budget year. Notice of retirement must be submitted in writing a minimum of 180 days prior to the actual retirement date.

In the event the employee entitled to the separation pay policy benefit hereunder shall die while all or part of such benefit remains unpaid, such unpaid benefit or part thereof shall be paid to the beneficiary designated in writing by the employee prescribed by the Finance Director. In the event no beneficiary has been designated, such unpaid benefit shall be paid to the estate of the deceased.

Minutes 1-12/13-2000, Revised 4-20/21-2004, Revised 4-19/20-2005, Revised 3-1-2006

Contract dates for current employees eligible for separation pay:

Jo Auch: July 1, 2008
Aaron Magnuson: September 15, 2008
Brooks Bowman: July 27, 2015
Daniel Swartos: July 1, 2017
Ryan Mikkelsen: July 1, 2020
Randy Soma: July 1, 2021

POLICIES FOR ADMINISTRATIVE ASSISTANTS

For the purpose of encouraging good labor relations, the Board of Directors makes the following provisions which apply to full-time administrative assistants.

I. STAFFING

- A. Board of Directors shall determine the number of full-time administrative assistants.
- B. Contracts of employment are not issued for administrative assistants. At all times, including after successful completion of the probation period, employment with SDHSAA is considered to be at-will, and the employment relationship may be terminated at any time for any lawful reason.

II. PROBATION PERIOD

The first 6 months of employment of all new employees shall be a probationary period, which shall consist of 6-months of continuous service. Performance reviews will be conducted after the first 3-months and at the conclusion of 6-months of employment. At the conclusion of the 6-month probation period, the Executive Director shall determine whether the employment will continue beyond the probation period. Completion of the probation period does not confer additional employment rights to the employee. Nothing in this section precludes termination of employment for any lawful reason prior to the completion of the probation period.

III. SICK AND ANNUAL LEAVE ACCRUAL

Sick leave and annual leave as outlined below will begin as follows:

- 1. Sick leave will begin to accrue on day one of service, but will not appear on the leave reports until after the first pay period. Sick leave cannot be taken until the completion of a 6-month probationary period.
- 2. Annual leave will begin to accrue on day one of service, but will not appear on the leave reports until after the first pay period. Annual leave cannot be taken until the completion of the 6-month probationary period.
- 3. Exceptions to the above may be granted at the discretion of the Executive Director.

IV. TERMINATION

- A. If an employee wishes to terminate her/his employment, she/he shall give two weeks written notice.
- B. An administrative assistant may be dismissed immediately and at any time for any reason, including but not limited to gross incompetence, immorality, insubordination, or conduct unbecoming an employee of the SDHSAA. For an employee no longer in the probation period, reason(s) for dismissal will be presented to the administrative assistant in written form.
- C. Administrative assistants dismissed who are not in the probation period have the right to reply to the reasons given for the dismissal in a hearing. Said hearing shall be in closed session before the Board of Directors. The employee may be represented by legal counsel of his/her choice.

V. OFFICE HOURS

- A. Regular office hours shall be Monday through Friday, 8:00 a.m. to 4:30 p.m. exclusive of paid holidays. These hours pertain to the months of September through May.
- B. From Monday of week 49 (June 3, 2024) to Friday of week 4 (August 2, 2024), the regular office hours shall be Monday through Thursday, 8:00 a.m. to 4:00 p.m. The office will be closed on Fridays.
- C. Starting Monday of week 5 (August 5, 2024) through Friday of week 7 (August 23, 2024) office hours will be 8:00 a.m. to 4:00 p.m. Monday through Friday.
- D. Starting Monday of week 8 (August 26, 2024) office hours shall return to 8:00 a.m. to 4:30 p.m.
- E. In addition to the above, flextime may be granted to administrative assistants, subject to the approval of the Executive Director, in order to attend family functions/activities. Flextime cannot exceed 1 hour per request. The employee may flex hours for the day that the flextime was granted. As an example, an employee could work, with prior approval, 30 minutes prior to the regular work day and leave work 30 minutes early. This type of flextime is applicable to the months of September through May.
- F. Time sheets shall be kept and monitored for all administrative assistants. The time sheet shall document the workday requirements as set forth in section VII, page 18, Hours of Work. Time sheets shall also document all authorized overtime hours.
- G. The office will be open on Saturday and Sunday only when deemed necessary by the Executive Director.

VI. FISCAL YEAR

July 1 to June 30. All salaries, leaves, vacations, etc. shall be arranged in respect to the fiscal year.

VII. HOURS OF WORK

- A. All administrative assistants shall work hours as described in Section V (A-B), page 18. The lunch hour shall not be counted as part of the eight hours when working 7:30 a.m. to 4:30 p.m. During other working hours as described in Section V (A-B), pages 17-18, all administrative assistants shall be allowed a ½ hour lunch which shall not be counted as part of the working day.
- B. From August 21, 2023, to June 1, 2024, all work in excess of 8 hours, with the approval of the immediate supervisor, shall be considered as overtime. Overtime shall be paid at time and a half. Overtime shall be calculated for hours worked over 8 hours per day Monday through Friday. All hours worked on Saturday, Sunday, or holidays shall be paid at time and a half.
- C. Once an employee has left the office at the end of the regular day and is called back to work by executive staff; he/she will be compensated for a minimum of one hour at overtime rate.
- D. Driving time is work time. Passenger time outside normal work time is not work time unless passengers met at the office and helped load the vehicle with materials other than personal luggage prior to departure time. Then all passenger time to the destination is paid time. If passengers helped unload materials after arriving home, then passenger time after normal work time is paid time.
- E. All annual and sick leave shall count as hours worked.

VIII. PAY DAY

Pay day shall be the 25th of each month. In the event the 25th falls on a weekend or holiday, payday will be moved up accordingly. Monthly paychecks shall be based upon employees gross annual salary divided by twelve.

IX. SALARIES

The Board of Directors shall annually set the salaries for administrative assistants. All administrative assistants are considered to be covered by the Fair Labor Standards Act (FLSA).

X. OVERTIME

- A. Additional hours must be authorized by the executive staff. Overtime shall be based on all hours worked in excess of the eight-hour day during regular working hours and in excess of the hours set forth in section IV (B), page 18 during the summer time period.
- B. Hourly salary is determined by dividing the annual gross salary by 2,080. Gross salary includes salary set by the Board of Directors.
- C. All authorized overtime hours worked shall be eligible for time and a half. This includes all hours worked beyond the eight hour day as well as all hours worked on Saturday, Sunday, or holidays.
- D. The Executive Director shall have the discretionary authority to grant comp time to an employee when circumstances warrant. In such cases, the employee shall receive one and one-half hours of comp time for each hour worked in excess of eight hours. Employees shall use accumulated comp time within twenty (20) working days of accumulating comp time and shall receive prior approval from either the executive director or assistant executive directors.
- E. Any combination of hours worked coupled with sick leave and/or vacation leave that adds up to eight hours shall be used in determining when overtime is triggered.

XI. SOCIAL SECURITY

SDHSAA employees are covered by Social Security

XII. INSURANCE

- A. Effective July 1, 2023, Avera Health Plans will provide one plan choice (1) Avera 4500 HDHP: Choice #1 will have a \$4,800 single deductible or \$9,600 embedded family deductible.

	Individual	Family (Embedded)
In-Network Deductible	\$4,800	\$9,600
Out-of-Network Deductible	\$20,000	\$40,000
Maximum Out-of-Pocket In-Network	\$4,800	\$9,600
Maximum Out-of-Pocket Out-of-Network	\$20,000	\$40,000
Co-pay to Count Towards Deductible?	No	No
Coinsurance After Deductible In-Network	0%	0%
Coinsurance After Deductible Out-of-Network	40%	40%
Prescription Rider	0%	0%

- B. As per Board action at the April 17-18, 2012 meeting: Administrative assistants will be offered single coverage health insurance paid by the Association. Administrative assistants have the option of adding family to either plan at their own expense, and will receive an employer contribution of \$2,600.00 to their HSA on or about July 25, 2023, and another \$1,550.00 on or about January 25, 2024.
- C. All employees must be enrolled in a group health plan either sponsored by the Association or a qualified plan by the spouse's employer. (June 4-5, 2001)
- D. The Association will pay the dental insurance premium for each employee. Family coverage is optional at the employee's expense.
- E. National Casualty Company (General Liability, Excess liability)
 - 1. Staff members are covered by these policies. Coverage includes any suit brought by a third party for:
 - a) Bodily injury liability, including participant and spectator bodily injury at events under the Association's jurisdiction, sponsorship or direction;
 - b) Property damage liability at events under the Association's jurisdiction, sponsorship and control;
 - c) Advertising injury liability;
 - d) Libel or slander
- F. Automobile
 - 1. Auto Liability insurance, which covers all staff members, is secondary coverage in the amount of \$1,000,000 when driving personal car for Association business.
- G. Life Insurance
 - 1. A life insurance policy in the amount of \$15,000 is provided by the Association as a benefit to all full-time employees. Additional life insurance up to \$50,000 for the employee, \$25,000 for the employee's spouse, and \$10,000 for the employee's children may be purchased by the employee.

XIII. RETIREMENT

- A. Effective FY 2003-2004, the SDHSAA became a member of the South Dakota Retirement System.
- B. Employees may continue to contribute to their 403 (b) plan up to the federally mandated maximum amount.
- C. Resolution authorizing employees South Dakota Retirement Association buy back loans. The SDHSAA Board of Directors authorize the Association to loan to any SDHSAA employee with ten (10) years of continuous employment with the Association the principal amount of no more than Two Thousand Dollars (\$2,000.00) per each year of employment at an interest rate of two (2) percent.

XIV. ADMINISTRATIVE ASSISTANTS EXPENSES FOR ASSOCIATION APPROVED TRAVEL

- A. **Travel Expenses:** All travel expenses for administrative assistants must be approved in advance by the Executive Director.

- B. **Transportation:** For each car driven, reimbursement will be paid according to State of South Dakota allowable rate per mile traveled to, during, and from the site of the meeting or event. If commercial transportation is used, the actual cost of the ticket will be reimbursed. If travel is by airline, coach fare shall be used unless first class is all that is available. Mileage will be paid pursuant to the current State of South Dakota rate.
- C. **Meals:** Reimbursement of meals will be the following:
 - In-State: Breakfast \$13.00; Lunch \$15.00; Dinner \$26.00.
 - Out-of-State Rates: TBD as per current IRS allowable rates.
- D. **Lodging:** Cost of hotel or motel room shall be paid by the SDHSAA if working the state event or on activity leave.
- E. **Gratuities:** Ten dollars per day for gratuities when in-state
Gratuities TBD when out-of-state—not to exceed allowable IRS rates

XV. NATIONAL FEDERATION SUMMER MEETING:

- A. One (1) administrative assistant per year may attend the NFHS Summer Meeting according to the rotation set in place in 2016. The following rotation shall apply: 2024- Nicki Axtell and Marsha Karst, 2025- Cindy Bresee, 2026- Nicki Axtell. Should the administrative assistant not attend during their designated year, no assistant shall attend that year.
- B. Meals and lodging will be paid according to the foregoing schedule, except special meals such as banquets and luncheons will be reimbursed at cost, with these meals not to be included among meals reimbursed at Association rates. During the NFHS Summer Meeting, a “no-host” South Dakota dinner may be scheduled by the SDHSAA with Board members, staff members, spouses, and others as invited guests.
- C. Airfare will be paid for each executive staff member, administrative staff member, and board member attending the Summer Meeting. Members may choose to drive to the site of the meeting. Mileage will be paid pursuant to the current IRS rates, but mileage paid is not to exceed the price of the airfare. If individuals double up and travel by car, mileage will be paid at the above rate for one car, not to exceed the total of the combined airfares of the board members traveling in the car.

NOTE: members attending the NFHS Summer Meeting who are not flying into the NFHS designated city/airport, should be reimbursed for travel expenses up to the cost of a round trip ticket and shuttle/cab fee. The round-trip ticket should be based on the cost of a ticket from Pierre as of May 15th of the convention year. The following receipts shall be attached to the voucher prior to reimbursement:

Airfare	Rental car	Gas	Parking fee
Hotel	Registration form	Shuttle/cab	
- D. When an administrative staff member travels by car, he/she will be reimbursed at the regular rates for meals and lodging for one additional day going to the meeting and one additional day returning. The additional meals and lodging will apply only if travel distance to the convention is more than five hundred (500) one-way miles.
- E. When travel is by plane, rideshare and taxi service will be reimbursed as needed.
- F. When part or all of the travel is by car, mileage, garage rental or airport parking space rental will be reimbursed at actual cost.
- G. Miscellaneous travel expenses TBD on a yearly basis.

XVI. TICKETS FOR SDHSAA TOURNAMENTS/EVENTS

Each administrative assistant shall be entitled to six (6) complimentary tickets/passes to include student and adult tickets/passes. The issuance of complimentary tickets is contingent on the administrative assistant actually attending the event. Additional tickets/passes, both student and adult, may be purchased prior to the event. This policy pertains to events where seats are reserved as well as events where seats are not reserved.

XVII. HOLIDAYS AND LEAVE

A. Paid Holidays:

1. When the following regularly observed national or state holidays fall during the workweek (Monday through Friday) the SDHSAA office will be closed. If one of the recognized holidays falls on a Saturday, the office will be closed the preceding Friday. If one of the recognized holidays falls on a Sunday, the office will be closed the following Monday.

Independence Day	Tuesday, July 4, 2023
Labor Day	1st Monday in September, September 4, 2023
Native American Day	2nd Monday in October, October 9, 2023
Veteran's Day	Saturday, November 11, 2023
Thanksgiving recess	November 23-24, 2023
Christmas and New Year's	The office will close at the end of the work day on Thursday, December 21, 2023, and will re-open on Wednesday, January 3, 2024
Martin Luther King Jr. Day	3rd Monday in January—January 15, 2024
Presidents' Day	3rd Monday in February—February 19, 2024
Good Friday	Friday before Easter—March 29, 2024
Easter Monday	Monday following Easter—April 1, 2024
Memorial Day	Last Monday in May—May 27, 2024
Juneteenth	Wednesday, June 19, 2024

B. Sick Leave:

1. An employee may use accumulated sick leave for personal or immediate family illness or injury; for medical, dental, optical consultation or treatment; or for quarantine. (For Immediate Family definitions see page 15, letter G, #2, or page 24, letter H, #2).
2. All administrative assistants shall be granted sick leave credit at the rate of 12 days per year.
3. The employee shall be permitted to accumulate unused sick leave without limit during the year.
4. No sick leave shall be allowed after termination of employment.
5. The amount of accumulated sick leave at the time when the illness or injury begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.
6. Accumulated sick leave may not be used as vacation time. Unused vacation days may be designated as accumulated sick leave days.
7. A staff member's daily pay will be deducted for each day absent after accumulated sick leave has expired. A record of individual, accumulated sick leave and its use shall be maintained. Sick leave will be granted and recorded on an hourly basis. Each employee

shall be given an annual notice of unused sick leave. Daily pay shall be determined by dividing annual salary by 260.

8. In the event extended illness causes the staff member to exhaust his/her accumulated sick leave, the Board of Directors may review the conditions and determine whether or not additional sick leave may be granted.

C. Vacation/Annual Leave:

1. Annual leave is to be accrued monthly as listed below. Employees are allowed to carry over a maximum accrual of vacation leave from contract year to contract year of twice the annual rate. Employees may accrue above twice the annual rate during a contract year, however, at the end of each contract year, any vacation leave accrual in excess of twice the annual rate shall be forfeited.

2. Vacation leave will be accrued on the following basis:

Each full-time administrative assistant shall be eligible for paid vacation. Vacation leave will be accrued on the following basis:

Length of service	Earned vacation time
First year	12 days or 96 hours
Years 2-6	15 days or 120 hours
After 7 years of continuous employment	18 days or 144 hours

An employee will advance to the next tier of vacation leave according to their anniversary date. If the anniversary date falls from the 1st of the month through the 15th of the month, the new accrual rate will begin on the 1st of that month. If the anniversary date falls on the 16th through the 31st of the month, the new accrual rate will begin on the 1st of the following month.

- a) Annual leave is accrued monthly, with a maximum amount of accrual equal to twice the annual rate. When an employee reaches the maximum amount, they must take some time off or forfeit the amount that exceeds the limit allowed.
3. Full-time employees shall be granted a paid vacation. The accrual period shall be computed from the date of employment. The vacation schedule shall be determined by agreement with the Executive Director.
 - a) Employees are to take advantage of their full-earned vacation credits within twenty-four months.
 - b) A paid holiday falling within the vacation period will not be counted as part of the vacation. Employees may add such day to the total vacation days to which they are entitled.
 4. Reimbursement of unused vacation leave:
 - a) Administrative assistants shall be eligible for reimbursement up to the maximum allowed by the current unused vacation leave policy.
 - b) Base pay shall be computed by dividing the current annual salary by 260 days.
 - c) Formula -Multiply the current base pay times the number of unused vacation days up to the limits set forth in the policy.

D. State Tournament/Activity Leave:

On an annual basis, all administrative assistants shall be allowed a maximum of 24 hours of state tournament leave or activity leave to attend events without using their accrued annual leave subject to the approval of the executive staff. Cost of hotel or motel room on the dates of the event shall be paid by the SDHSAA if on activity leave. There will be no reimbursement for any other expenses.

In most situations, the office will remain open during state tournament/state events with a minimum of one administrative assistant on duty. In the event all support staff desire to attend a specific event, a temporary assistant may be used to keep the office open. The office remaining open is at the discretion of the Board of Directors and Executive Director.

E. Parental Leave:

1. During the time that the mother is in the hospital due to childbirth and/or complications thereof, the employee (mother or father) shall be able to use sick leave. Once the mother has left the hospital, the employee shall use annual leave.
2. Parental leave, without pay, shall be granted per FMLA guidelines, provided the request is made in advance of the childbirth or adoption.
3. Sick leave and vacation leave continue to accrue at regular rates while an employee is on approved parental leave.

F. Bereavement Leave:

Bereavement leave may be granted for necessary absence due to death, at the discretion of the Executive Director. Bereavement leave does not accumulate from year to year.

G. Personal Leave:

1. Each administrative assistant may be granted up to one day, non-accumulated personal leave during any fiscal year. Personal leave shall be used for compelling personal reasons only and shall not be subtracted where other leave is provided.
2. Requested personal leave by the administrative assistants shall be approved by the Executive Director.

H. Emergency Leave for Serious Family Illness:

1. Emergency Leave:
 - a) Emergency leave may be granted to an employee, without loss of pay, for health emergency requiring doctors care of an immediate family member whom is seriously ill.
2. Immediate Family:
 - a) The definition of immediate family includes, but not limited to, employees spouse, children, mother, father, brother or sister. To also include members of non-traditional family (step-mother, step-father, step-children, etc.)
3. Excused Absences with Pay:
 - a) All employees must have more than thirty days of service to be eligible for excused absence with pay.
4. Duration of Emergency Leave:
 - a) In-State: Up to three working days subject to the approval of the Executive Director.
 - b) Out-of-State: Up to five working days subject to the approval of the Executive Director.
5. Additional Time:
 - a) If an employee needs additional emergency leave, the additional time shall be gained in the following order:
 - (1) May use the one day of personal leave subject to the approval of the Executive

Director.

- (2) The employee may use up to two days (sixteen hours) of their accumulated sick leave subject to the approval of the Executive Director.
- (3) The employee may use earned vacation days subject to the approval of the Executive Director.

6. Excused Absences Without Pay:

- a) Payroll deductions will be triggered after all the afore mentioned days are used up. The excused absence without pay is subject to the pre-approval of the Executive Director.

I. Other Leaves:

- a) Leave shall be granted for jury duty. In the event of Jury duty, the employee may either take Annual Leave and keep jury duty earnings or forego Annual Leave and remit jury duty earnings to the SDHSAA office.

XVIII. SEPARATION PAY POLICY

Separation pay benefit is available to any employee who has worked for the Association in accordance with the following:

1. Employee must be at least 55 years of age and has not yet reached their 69th birthday.
2. An employee who has been employed by the Association for at least fifteen (15) years will be eligible for 60% of their final salary payable over a three (3) year period.
3. An employee who has been employed by the Association for at least twenty (20) years will be eligible for 80% of their final salary payable over a three (3) year period.
4. An employee who has been employed by the Association for at least twenty five (25) years will be eligible for 100% of their final salary payable over a three (3) year period.
5. The first payment shall be made prior to June 30 of the retirement year with payments two and three being made following January 1 and prior to February 28 the following two years.

A maximum of one new recipient may become eligible per budget year. Notice of retirement must be submitted in writing a minimum of 180 days prior to the actual retirement date.

In the event the employee entitled to the separation pay policy program benefit hereunder shall die while all or part of such benefit remains unpaid, such unpaid benefit or part thereof shall be paid to the beneficiary designated in writing by the employee prescribed by the Finance Director. In the event no beneficiary has been designated, such unpaid benefit shall be paid to the estate of the deceased.

Minutes 1-12/13-2000, Revised 4-20/21-2004, Revised 4-19/20-2005, Revised 3-1-2006

Employment dates for current employees eligible for separation pay:

Marsha Karst:	June 8, 2015
Cindy Bresee:	June 29, 2015
Nicki Axtell:	June 21, 2022

SDHSAA Non-discrimination policy

The South Dakota High School Activities Association is an Equal Opportunity Employer and provider of services. The South Dakota High School Activities Association does not discriminate on the basis of race, sex, age, religion, color, marital status, national origin, disability, or veteran's status in any decision pertaining to employment, including hiring, firing, wages, hours and other terms and conditions of employment, participation in any program or service offered or sponsored by the South Dakota High School Activities Association, the conduct of competition, selection of officials, host schools, or in any other fashion or manner. The South Dakota High School Activities Association complies with all laws and regulations of the United States and the State of South Dakota pertaining to the foregoing and expects similar compliance by its member schools and all participants.

Adopted January 12, 2011

SDHSAA Whistleblower Policy

SDHSAA WHISTLEBLOWER POLICY

General

The South Dakota High School Activities Association requires employees to observe high standards of ethical behavior in the conduct of their duties and responsibilities. As representatives of the Association, all such persons must practice honesty and integrity in fulfilling their responsibilities, and they must comply with all applicable laws and regulations.

Reporting Responsibility

It is the responsibility of all employees to perform ethically and to comply with SDHSAA policies relating to financial integrity, and to report material violations or suspected violations in accordance with this Whistleblower Policy.

No Retaliation

No employee who in good faith reports a violation shall suffer harassment, retaliation, or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees to raise serious concerns as expeditiously as possible within the Association, rather than remaining silent or seeking resolution outside the SDHSAA.

Compliance Officers

The Association's Compliance Officers are responsible for investigating and resolving all reported allegations concerning financial impropriety, and shall promptly advise the SDHSAA Board of Directors of such allegations and of their findings. In addition, they are required to report to the Board of Directors at least annually on compliance activity. The SDHSAA's Compliance Officers are Dan Swartos, Executive Director, and Jo Auch, Assistant Executive Director.

Accounting and Auditing Matters

The Board of Directors, when performing its audit oversight function, is charged with addressing all reported allegations of impropriety regarding corporate accounting practices, internal controls, or auditing. The Compliance Officers shall promptly notify the Board of Directors of any such allegation and work with the Board until the matter is resolved.

Acting in Good Faith

Anyone making an allegation concerning a violation or suspected impropriety must be acting in good faith and have reasonable grounds for believing the information disclosed indicates an impropriety. Any allegations which prove to have been made maliciously or knowingly false will be viewed as serious disciplinary offenses.

Confidentiality

Allegations of impropriety may be submitted on a confidential basis by the complainant or may be submitted anonymously. Such allegations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. Any anonymous allegation must provide sufficient supporting data to permit meaningful follow up. Anonymous allegations that are vague, ambiguous, or unsupported will be disregarded.

Handling of Reported Violations

The Compliance Officers will acknowledge receipt of non-anonymous allegations within two business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

Adopted January 12, 2011

PARENTAL LEAVE REQUEST

I, _____, herewith request Parental Leave as set forth in the South Dakota High School Activities Association Policy and Procedures Manual. Pursuant to said policy, leave shall be granted, without pay, commencing on _____ and ending on _____.

Employee Signature

Date

Executive Director

Date

South Dakota High School Activities Association

I. SEPARATION PAY

II. BENEFICIARY DESIGNATION

The undersigned employee designates _____ of _____,
_____ as beneficiary of employee's separation pay benefit under SDHSAA
Policies and revokes any previous designation, if any. (Failure to designate a beneficiary will result
in payment of any death benefit payable to be made to the employee's estate to be distributed in
accordance with the terms of a Will or by intestate succession.)

Date: _____, 20_____

Signed: _____

SDHSAA Referring Decisions of the Board of Directors Policy

Any decision by the Board of Directors that involves a substantial/significant capital expense or that requires adding additional personnel can be referred to the vote of the membership by filing a petition within 45 calendar days with the Executive Director with the signatures based on these criteria:

1. Thirty (30) superintendents of member schools if the policy affects all member schools;
2. Twenty-five (25) percent of superintendents of member schools in a specific class if the policy is class specific.

The Board of Directors' decision in question will not take effect until the vote of the membership is completed. The vote of the entire/class specific membership will be completed not more than 45 days following the receipt of the petition by the Executive Director. To be repealed a simple majority vote of the member schools, either entire or class specific, must vote in favor of the appeal. If the simple majority vote is not met, the decision goes into effect on the date specified by the original motion.

Adopted August 27, 2015

CREDIT CARD USE AND ELECTRONIC TRANSACTIONS

Staff shall complete vouchers for meal reimbursement while traveling on association business. Rates for meals paid will match those of Board of Directors members. Meals paid without an overnight stay will be reimbursed as taxable income.

The SDHSAA is committed to using its financial resources wisely. The Board recognizes that credit cards and electronic transactions may provide Association employees with a convenient payment option and may also improve business office efficiency.

Credit Cards: The Board authorizes the use of credit card or electronic payment for official Association purchases and acquisitions. The Executive Director is responsible for authorization and control of the use of credit cards, subject to the final SDHSAA Board of Directors approval of payments.

Authorized use of the credit card is limited to the person in whose name the card is issued and may not be loaned to another person.

The credit card is for business-related purposes only. It may not be used for personal purchases. The credit card is Association property and should be used only for authorized Association purchases. The Executive Director/Assistant Executive Directors are authorized to use the credit card when scheduling travel by contest officials, judges, directors or consultants retained by the Association including, but not limited to, lodging and airline tickets. Executive staff members are authorized to use an Association credit card to purchase items online that cannot be reasonably purchased elsewhere or when purchasing or paying for items online results in significant savings. The executive staff is also authorized to use the credit card for prepayment of items/services when required by a vendor or in instances of savings to the Association.

The items listed below are Board authorized purchases. All other credit card purchases require prior approval from the Executive Director.

Authorized Credit Card Purchases:

Office/tournament supplies, computer supplies, utility, and office equipment maintenance, safety equipment or supplies, catering or small dining services, travel expenses such as conference registration fees, lodging, meals, and airline tickets, fuel for Association vehicles, and car rentals (car rentals must be pre-approved by the Executive Director). In addition, credit card purchases are allowable for meals during corporate partner, state event director, legislative, Board of Directors, and administrative meetings.

The card users shall submit charge card receipts to the Finance Director no later than the date established by the Finance Director.

The Finance Director shall audit the charge card receipts, reconcile the charge card statement and process the charges for payment.

Cardholders are not allowed to use the credit card for purchases greater than \$5,000 without prior authorization by the Executive Director.

Any cardholder benefits or revenue generated from the use of Association-issued credit or purchase cards shall be for the exclusive use of the Association. Employees shall reimburse the Association for any charges that are disallowed by the SDHSAA Board of Directors.

Executive staff must return the credit card to the Finance Director upon termination, resignation, or being directed to do so by the SDHSAA Board of Directors.

w/credit card policy—adopted 11-4-2015

CONFLICT OF INTEREST POLICY

BOARD MEMBER CONFLICT OF INTEREST

The Board of Directors of the South Dakota High School Activities Association requires that each person elected to membership on the Board of Directors be without interest which might jeopardize the performance of their duties which are in the best interest of the SDHSAA and interscholastic athletic and fine arts programs in general.

A board member will not have any direct pecuniary interest in a contract which could be affected by a decision of the South Dakota High School Activities Association. A direct pecuniary interest is any decision by a SDHSAA board member that inures to the individual's private gain or loss or to the private gain or loss of a business associate. Conflicts of interest would include but are not limited to direct financial interest in a company or product furnishing any labor, services, materials, supplies or equipment.

If a member of the SDHSAA Board of Directors should have or develop a conflict of interest, such person shall immediately identify the conflict and remove himself or herself from any discussion or action involving the matter in conflict unless the conflict is waived by 2/3 of the elected members of the Board.

Adopted June 8, 2017

SDHSAA DOCUMENT RETENTION POLICY (Updated May 2017)

The Association records of the SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION (hereafter the “Association”) are important assets. Association records include essentially all records you produce as an employee, whether paper or electronic. A record may be as obvious as a memorandum, an e-mail, a contract or a case study, or something not as obvious, such as a computerized desk calendar, an appointment book or an expense record.

The law requires the Association to maintain certain types of Association records, usually for a specified period of time. Failure to retain those records for those minimum periods could subject you and the Association to penalties and fines, cause the loss of rights, obstruct justice, spoil potential evidence in a lawsuit, place the Association in contempt of court, or seriously disadvantage the Association in litigation.

The Association expects all employees to fully comply with any published records retention or destruction policies and schedules, provided that all employees should note the following general exception to any stated destruction schedule: If you believe, or the Association informs you, that Association records are relevant to litigation, or potential litigation (i.e., a dispute that could result in litigation), then you must preserve those records until the Legal Department determines the records are no longer needed. That exception supersedes any previously or subsequently established destruction schedule for those records. If you believe that exception may apply, or have any question regarding the possible applicability of that exception, please contact the Executive Director or the Finance Director.

From time to time the Association establishes retention or destruction policies or schedules for specific categories of records in order to ensure legal compliance, and also to accomplish other objectives, such as preserving intellectual property and cost management. Several categories of documents that bear special consideration are identified below. While minimum retention periods are suggested, the retention of the documents identified below and of documents not included in the identified categories should be determined primarily by the application of the general guidelines affecting document retention identified above, as well as any other pertinent factors.

- (a) Tax Records. Tax records include, but may not be limited to, documents concerning payroll, expenses, proof of deductions, business costs, accounting procedures, and other documents concerning the Association’s revenues. Tax records should be retained for at least six (6) years from the date of filing the applicable return.
- (b) Audit Records: Audit records include, but may not be limited to, bank statements, invoices, vouchers, voided checks, credit memos, ticket manifests, tickets and passes, payroll registers, monthly close records, participation fees, unclaimed property, team expenses forms, and sub-state financial reports should be retained for at least six (6) years. Audited financial statements and equipment records should be retained permanently.
- (c) Employment Records/Personnel Records. State and federal statutes require the Association to keep certain recruitment, employment and personnel information. The Association should also keep personnel files that reflect performance reviews and any complaints brought against the Association or individual employees under applicable state and federal statutes. The Association should also keep all final memoranda and correspondence reflecting performance reviews and actions taken by or against personnel in the employee’s personnel file. Employment and personnel records should be retained for six (6) years.
- (d) Board and Board Committee Materials. Meeting minutes should be retained in perpetuity in the Association’s minute book. A clean copy of all Board and Board Committee materials should be kept for no less than three years by the Association.

- (e) Press Releases/Public Filings. The Association should retain permanent copies of all press releases and publicly filed documents under the theory that the Association should have its own copy to test the accuracy of any document a member of the public can theoretically produce against that Association.
- (f) Legal Files. Legal counsel should be consulted to determine the retention period of particular documents, but legal documents should generally be maintained for a period of ten years.
- (g) Marketing and Sales Documents. The Association should keep final copies of marketing and sales documents for the same period of time it keeps other Association files, generally three years.

An exception to the three-year policy may be sales invoices, contracts, leases, licenses and other legal documentation. These documents should be kept for at least three years beyond the life of the agreement.

- (h) Development/Intellectual Property and Trade Secrets. Development documents are often subject to intellectual property protection in their final form (e.g., patents and copyrights). The documents detailing the development process are often also of value to the Association and are protected as a trade secret where the Association:
 - (i) derives independent economic value from the secrecy of the information; and
 - (ii) The Association has taken affirmative steps to keep the information confidential.
- (i) Contracts. Final, execution copies of all contracts entered into by the Association should be retained. The Association should retain copies of the final contracts for at least three years beyond the life of the agreement, and longer in the case of the publicly filed contracts.
- (j) Electronic Mail. E-mail that needs to be saved should be either:
 - (i) printed in hard copy and kept in the appropriate file; or
 - (ii) downloaded to a computer file and kept electronically or on disk as a separate file.The retention period depends upon the subject matter of the e-mail, as covered elsewhere in this policy.

Questions about this policy should be referred to the Finance Director who is in charge of administering, enforcing and updating this policy.

South Dakota High School Activities Association



2023-24 CONSTITUTION and BYLAWS

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SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION

CONSTITUTION AND BYLAWS

July 1, 2023

All Provisions of the Bylaws Effective to June 30, 2024

BOARD OF DIRECTORS

Tom Culver – East River At-Large Representative Avon
Term Ends June 30, 2025

Randy Hartmann – School Board, Large School Group Pierre School District
Term Ends June 30, 2028

Dr. Jeff Danielsen – Division II Representative Watertown
Term Ends June 30, 2027

Dani Walking Eagle – Native American At-Large Representative St. Francis Indian
Term Ends June 30, 2024

TBD – Division 3 Representative **TBD**
Term Ends June 30, 2028

Kelly Messmer (President) – West River At-Large Representative Harding County
Term Ends June 30, 2024

TBD – Division I Representative **TBD**
Term Ends June 30, 2025

Marty Weismantel (Vice President) – School Board, Small School Group.... Groton Area Schools
Term Ends June 30, 2025

Eric Denning – Division IV Representative Mount Vernon
Term Ends June 30, 2026

SDHSAA HEADQUARTERS

804 North Euclid Avenue, Suite 102, P.O. Box 1217
Pierre, South Dakota 57501
Telephone: (605) 224-9261 Fax: (605) 224-9262

Website: <https://www.sdhsaa.com/>

CONSTITUTION

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STATE OF SOUTH DAKOTA IDENTIFYING STATUTES

SDCL 13-1-57 DEFINITIONS REGARDING NEWS MEDIA COVERAGE OF HIGH SCHOOL ACTIVITIES (AMENDED 2021)

Terms used in §§ 13-1-58 and 13-1-59 mean:

- (1) "Association," any association that meets the requirements of § 13-36-4;
- (2) "Journalism," the gathering, preparing, collecting, photographing, recording, streaming, broadcasting, writing, editing, reporting, or publishing of news or information that concerns matters of public interest for dissemination to the public, including on the internet;
- (3) "Media contractor," any entity that contracts with a school board, school district, or association to conduct journalism at any interscholastic high school activity or event;
- (4) "News media," personnel of a newspaper or other periodical issued at regular intervals, a news service, a radio station, a television station, or a television network, regardless of whether the news media is in print, electronic, or digital format;
- (5) "School district," the same meaning as in § 13-5-1;
- (6) "School board," the same meaning as in § 13-8-1.

SDCL 13-1-58 INTERFERENCE WITH NEW MEDIA COVERAGE OF HIGH SCHOOL ACTIVITIES PROHIBITED- EXCEPTION (AMENDED 2021)

No school district, school board, association, or media contractor may interfere with the right of news media to attend and engage in journalism concerning any interscholastic high school activity or event. No association or media contractor may charge a fee for news media to engage in journalism at any such activity or event. The school district or school board shall prevent any school under its authority from interfering with the right of news media to engage in journalism at any such activity or event. The provisions of this section do not apply to any state championship interscholastic event.

SDCL 13-1-59 PROMULGATION OF RULES TO ACCOMMODATE NEWS MEDIA COVERAGE OF HIGH SCHOOL ACTIVITIES (AMENDED 2021)

The board of a school district may adopt policies governing reasonable accommodations for news media to conduct journalism at all interscholastic high school activities and events. The policies on reasonable accommodations shall allow news media all necessary access to conduct journalism at such events, free of charge, subject to reasonable limitations for public safety, available space, and the right of the general public to attend such events.

SDCL 13-16-35 HIGH SCHOOL INTERSCHOLASTIC ACTIVITIES ENDOWMENT

Any member school of an association provided for in 13-36-4 to which control, supervision, and regulation of high school interscholastic activities has been delegated, may, during each school year, allow any portion of the admissions fees collected at a single event in each activity recognized by the association to be used by a local organization that supports local interscholastic activities. The portion of the admissions fees provided to the local organization shall be used for a purpose that is approved in advance by the local school board, and may be used for a local endowment fund that is dedicated to assisting the local school district with its educational needs. The local organization shall maintain complete records of the admissions fees it receives, and shall provide a report to the local school board detailing the specific use of the admission fees.

SDCL 13-28A-1 OPEN ENROLLMENT WITH NEIGHBORING STATES

The secretary of the Department of Education may enter into agreements with the appropriate parties from the states bordering South Dakota to establish an enrollment options program between South Dakota and each neighboring state.

SDCL 13-28A-2 CONTENT OF AGREEMENT

Any agreement to allow open enrollment between South Dakota school districts and a bordering state's school districts entered into pursuant to this chapter shall specify the following:

- 1) If the bordering state sends more students to South Dakota than South Dakota send to the bordering state, the bordering state will pay South Dakota an amount agreed upon for the excess number of students sent to South Dakota; and
- 2) If South Dakota sends more students to the bordering state than the bordering state sends to South Dakota, South Dakota will pay the bordering state an amount agreed upon for the excess number of students sent to bordering state.

SDCL 13-28A-3 APPLICATION PROCEDURE

Any agreement entered into pursuant to this chapter shall specify the application procedures for the enrollment options program between South Dakota and the bordering state.

SDCL 13-28A-7

If South Dakota enters into an open enrollment agreement with a bordering state, for the purposes of state aid to education distributed pursuant to chapter 13-13, any student open enrolled to a South Dakota district from a bordering state is included in the receiving school district's fall enrollment.

SDCL 13-28-10. School residency of child residing in home other than residence of parents, guardian, or noncustodial parents--Petition to local school board--Appeal. Amended 2022

Except as otherwise provided in this section, if a school age child resides in a home other than the residence of the child's parents, guardian, or noncustodial parents, on a temporary or permanent basis, the school residency of the child is where the parents, noncustodial parents, or guardian reside unless, upon request of the person with whom the child is living, the board of the school district accepts the child as a resident of that school district.

If the board rejects the request, the person who made the request may, within fifteen days after receipt of the rejection, petition the board for a hearing. The decision of the board, after the hearing, may be appealed to the circuit court.

A school age child is a resident of the school district in which the child is placed by the Department of Corrections, the Department of Human Services, or the Department of Social Services.

SDCL 13-28-37 COLLEGE CREDIT—Amended 2003—An act to repeal the limit on credit hours for certain students. (Amended 2020)

Any student in grades nine, ten, eleven or twelve may apply to an institution of higher education or a technical college as a special student in a course or courses offered at the institution of higher education or technical college. The student shall obtain the school district's approval of the postsecondary course or courses prior to enrolling. If, however, the student is enrolled in a nonpublic school or a tribal school, the student shall obtain approval of the postsecondary course or courses prior to enrolling, and if the student is receiving alternative instruction pursuant to § 13-27-3, the student shall obtain approval of the postsecondary course or courses prior to enrolling from the provider of the alternative instruction. If approved, the student shall receive full credit towards high school graduation as well as postsecondary credit for each postsecondary course. The school district shall record each course under this section on the student's transcript and shall use each course score to calculate academic standing.

If a failing final course grade is received in a postsecondary course under this section, the student receiving the failure is no longer eligible to enroll for postsecondary courses under this section absent a showing of good cause.

SDCL 13-28-43 OPEN ENROLLMENT BETWEEN SOUTH DAKOTA SCHOOLS

Amended 2018

A student's parent or legal guardian who wishes to enroll the student, or an emancipated student who wishes to enroll, under the provisions of §§ 13-28-40 to 13-28-47, inclusive, in a South Dakota school district other than the resident district or in a school within the resident district other than the school to which the student has been assigned shall apply on forms provided by the Department of Education.

The school board or the board's designee of the district in which the student desires to enroll shall approve or disapprove the application and shall notify the applicant and the resident board, if applicable, of its decision within five days of the decision. The district in which the student desires to enroll shall review the applications in the order received. However, if the applicant is a sibling of a student accepted into and currently enrolled in the district pursuant to §§ 13-28-40 to 13-28-47, inclusive, that student's application shall take priority over all other applications the district has received consistent with § 13-28-44.

Transfers to a school district other than the resident school district under the provisions of §§ 13-28-40 to 13-28-47, inclusive, may only take place prior to the last Friday in September during the first semester of any school year, and prior to the last Friday in January during the second semester of any school year. If a school district approves an application for such a transfer after the deadline in the first semester, the transfer will occur at the start of the second semester. If a school district approves an application for such a transfer after the deadline in the second semester, the transfer will occur at the start of the following school year. However, the deadlines for transfer do not apply if:

- (1) A student is seeking to transfer to an alternative school or a specialized nonpublic educational program;
- (2) A student enrolls in a school district after the deadline in either semester; or
- (3) The receiving school district school board or the board's designee determines that special circumstances exist and allows a student to transfer after the deadline.

Intra-district transfer applications may be accepted and acted upon at any time at the board's discretion if the policies on which the transfer decisions are based are consistent with the other requirements of §§ 13-28-40 to 13-28-47, inclusive.

An application may be withdrawn by the applicant prior to the approval of the request and upon notification of the district to which the student applied. Once approved by the district in which the student wishes to enroll, the approved application serves as the applicant's notice of intent to enroll in the nonresident district or desired school during the school year and obligates the student to attend school in the nonresident district or desired school during the school year, unless, as provided in § 13-28-47.1, the affected school board or boards agree in writing to allow the student to transfer back to the resident district or assigned school, or unless the parents, guardians, or emancipated student change residence to another district.

Once enrolled in a nonresident district or nonassigned school, the student may remain enrolled and is not required to resubmit annual applications.

SDCL 13-32-9 SUSPENSION FROM EXTRACURRICULAR ACTIVITIES FOR CONTROLLED SUBSTANCE VIOLATIONS. (Amended 2014)

Any person adjudicated, convicted, the subject of an informal adjustment or court-approved diversion program, or the subject of a suspended imposition of sentence or suspended adjudication of delinquency for possession, use, or distribution of controlled drugs or substances or marijuana as defined in chapter 22-42, or for ingesting, inhaling, or otherwise taking into the body any substances as prohibited by § 22-42-15, is ineligible to participate in any extracurricular activity at any secondary school accredited by the Department of Education for one calendar year from the date of adjudication, conviction, diversion, or suspended imposition of sentence. The one-year suspension may be reduced to thirty calendar days if the person participates in an assessment with a certified or licensed addiction counselor. If the assessment indicates the need for a higher level of care, the student is required to complete the prescribed program before becoming eligible to participate in extracurricular activities. Upon a second adjudication, conviction, diversion, or suspended imposition of a sentence for possession, use, or distribution of controlled drugs, substances, or marijuana as defined in chapter 22-42, or for ingesting, inhaling, or otherwise taking into the body any substance as prohibited by § 22-42-15, by a court of competent jurisdiction, that person is ineligible to participate in any extracurricular activity at any secondary school accredited by the Department of Education for one year from the date of adjudication, conviction, diversion, or suspended imposition of sentence. The one year suspension may be reduced to sixty calendar days if the person completes an accredited intensive prevention or treatment program. Upon a third or subsequent adjudication, conviction, diversion, or suspended imposition of sentence for possession, use, or distribution of controlled drugs or substances or marijuana as defined in chapter 22-42, or for ingesting, inhaling, or otherwise taking into the body any substances as prohibited by § 22-42-15, by a court of competent jurisdiction, that person is ineligible to participate in any extracurricular activity at any secondary school accredited by the Department of Education. Upon such a determination in any juvenile court proceeding the Unified Judicial System shall give notice of that determination to the South Dakota High School Activities Association and the chief administrator of the school in which the person is participating in any extracurricular activity. The Unified Judicial System shall give notice to the chief administrators of secondary schools accredited by the Department of Education for any such determination in a court proceeding for any person eighteen to twenty-one years of age without regard to current status in school or involvement in extracurricular activities. The notice shall include name, date of birth, city of residence, and offense. The chief administrator shall give notice to the South Dakota High School Activities Association if any such person is participating in extracurricular activities.

Upon placement of the person in an informal adjustment or court-approved diversion program, the state's attorney who placed the person in that program shall give notice of that placement to the South Dakota High School Activities Association and chief administrator of the school in which the person is participating in any extracurricular activity.

As used in this section, the term, extracurricular activity, means any activity sanctioned by the South Dakota High School Activities Association. Students are ineligible to participate in activity events, competitions, and performances, but a local school district may allow a student to participate in practices.

13-32-9.1. (Amended 2014) CONSEQUENCES IMPOSED BY LOCAL DISTRICTS

No local school board may impose a lesser consequence than those established in § 13-32-9, but a local school district may adopt a policy, by local school board action, with more strict consequences to meet the needs of the district.

13-32-9.2. (Amended 2015) REDUCED SUSPENSIONS—MINIMUM REQUIREMENTS—COMMENCEMENT OF SUSPENSION

If a suspension is reduced pursuant to § 13-32-9, a suspension for a first offense shall make the student ineligible for a minimum of two South Dakota High School Activities Association sanctioned events. If two sanctioned events for which the student is ineligible do not take place within the reduced suspension period, the student's suspension remains in effect until two sanctioned events for which the student is ineligible have taken place. If a suspension is reduced pursuant to § 13-32-9, a suspension for a second offense shall make the student ineligible for a minimum of six South Dakota High School Activities Association sanctioned events. If six sanctioned events for which the student is ineligible do not take place within the reduced suspension period, the student's suspension remains in effect until six sanctioned events for which the student is ineligible have taken place. To count toward the minimum number of events, the student must participate in the entire activity season and may not drop out or quit the activity to avoid suspension and the failure of a student to complete the entire activity season shall result in the student being ineligible for one year from the date of adjudication, conviction, the subject of an internal adjustment or court approved diversion program, or the subject of a suspended imposition of sentence or suspended adjudication of delinquency. A suspension that is not completed by the student during one activity season shall carry over to the next activity season in which the student participates. In addition, a suspension that is reduced pursuant to § 13-32-9 is only in effect during the South Dakota High School Activities Association's activity year, which begins on the first day of its first sanctioned event and concludes on the last day of its last sanctioned event. A reduced suspension that is not completed by the end of one activity year shall carry over to the next activity year.

A suspension begins on:

(1) The day following the notification to a school administrator by the Unified Judicial System that a student has been adjudicated, convicted, the subject of an informal adjustment or court approved diversion program, or the subject of a suspended imposition of a sentence or a suspended adjudication of delinquency for possession, use, or distribution of controlled drugs, substances, or marijuana as defined in chapter 22-42, or for ingesting, inhaling, or otherwise taking into the body any substance prohibited by § 22-42-15 and the school administrator gives notice to the South Dakota High School Activities Association and the students; or

(2) The day following the student's admission to a school administrator that the student committed an offense enumerated in subdivision (1), which shall be made with the student's parent or guardian present if the student is an unemancipated minor, and the school administrator gives notice to the South Dakota High School Activities Association.

SDCL 13-36-4 HIGH SCHOOL INTERSCHOLASTIC ACTIVITIES ASSOCIATIONS- QUALIFICATIONS-POWER AND AUTHORITY Amended 2021

13-36-4. Delegation of control, supervision, and regulation of high school interscholastic activities to association. The school board of a public school, approved and accredited by the secretary of the Department of Education, may delegate, on a year to year basis, the control, supervision, and regulation of any high school interscholastic activities to any association which is voluntary and nonprofit if:

(1) Membership in such association is open to all high schools approved and accredited pursuant to this section, including any school that allows participation by students receiving alternative instruction as set forth in § 13-27-3, pursuant to the provisions of this title;

(2) The constitution, bylaws, and rules of the association are subject to ratification by the school boards of the member public school districts and the governing boards of the member nonpublic schools and include a provision for a proper review procedure and review board;

(3) The report of any audit required by § 13-36-5 is made public on the association's website as well as the Department of Legislative Audit's website;

(4) The association complies with the provisions of chapter 1-25 and chapter 1-27. However, the association, and its employees, meetings, and records, are afforded the same exemptions and protections as a political subdivision or public body is provided under chapter 1-25 and chapter 1-27; and

(5) The association shall report to the Government Operations and Audit Committee annually, or at the call of the chair.

The governing body of a nonpublic school, approved and accredited by the secretary of the Department of Education, or AdvancED, or the Association of Christian Schools International (ACSI), or the Association of Classical and Christian Schools (ACCS), or Christian Schools International (CSI), or National Lutheran School Accreditation (NLSA), or Commission for Oceti Sakowin Accreditation (COSA), or Wisconsin Evangelical Lutheran Synod School Accreditation, may also delegate, on a year to year basis, the control, supervision, and regulation of any high school interscholastic activities to any association which is voluntary and nonprofit if membership in such association is open to all high schools approved and accredited pursuant to this section, including any school that allows participation by students receiving alternative instruction as set forth in § 13-27-3, pursuant to the provisions of this title, and if the constitution, bylaws, and rules of the association are subject to ratification by the school boards of the member public school districts and the governing boards of the member nonpublic schools and include a provision for a proper review procedure and review board.

Any association which complies with this section may exercise the control, supervision, and regulation of interscholastic activities, including interscholastic athletic events of member schools. Such association may promulgate reasonable uniform rules, to make decisions and to provide and enforce reasonable penalties for the violation of such rules.

SDCL 13-36-5 ANNUAL AUDIT OF HIGH SCHOOL ACTIVITIES ASSOCIATION- PAYMENT-REPORT

Any association exercising the grant of authority contained in SDCL 13-36-4 to regulate public and non-public schools shall be audited annually by the state department of legislative audit and a report of such audit shall be made to the Legislature. The association shall pay for the audit at the rate prescribed by SDCL 4-11-18.

SDCL 13-36-7 OPEN ENROLLMENT/OUT OF STATE/ALT. INSTRUCTION (AMENDED 2021)

Any student enrolling in a South Dakota district pursuant to § 13-15-21 is eligible to participate in any interscholastic activity sponsored by the South Dakota High School Activities Association.

Each public school district shall allow participation in athletics, fine arts, or activities for a child being provided alternative instruction pursuant to § 13-27-3 within the district in which the child resides. The parent, guardian, or other person in control of a child being provided alternative instruction shall submit proof of age when participating in athletics, fine arts, or activities. Any child being provided with alternative instruction and participating in South Dakota High School Activities Association activities shall be held to the same local training rules and South Dakota High School Activities Association transfer and non-academic eligibility rules as enrolled students.

Pursuant to § 13-27-3 and before the current season of the sport or activity the alternative instruction child is participating in, the parent, guardian, or other person in control of a child being provided alternative instruction shall provide the appropriate school official with a copy of a transcript of the previous semester's completed coursework that is issued by the parent, guardian, or other person in control of the child. The parent, guardian, or other person in control of a child being provided alternative instruction shall notify the appropriate school official if the child becomes ineligible under South Dakota High School Activities Association or local school rules in so far as those standards apply to § 13-27-3.

Nothing in this section confers any vested right in any student wishing to participate in any interscholastic activity to be selected for competition in such activity. However, any enrolled student who leaves an accredited program during the course of the school year and who will be provided alternative instruction is ineligible for participation in interscholastic activities for the balance of the current season of the sport or activity the student is participating in at the time of notification of alternative instruction.

SDCL 13-36-8 7th and 8th GRADE NONPUBLIC ELEMENTARY OR MIDDLE SCHOOL STUDENTS

Any seventh or eighth grade student who attends a nonpublic elementary or middle school that is not affiliated with a nonpublic high school may participate in interscholastic activities at a nonpublic high school, at the discretion of the nonpublic school, if the student meets the same scholastic standards required by the South Dakota High School Activities Association for high school participation.

Adopted 2005 session

SDCL 13-36-9 to 13-36-14 adopted 2011 session

Concussion guidelines and information sheet. The South Dakota High School Activities Association, in concert with the Department of Education, shall develop guidelines to inform and educate member schools, coaches, athletes, and the parents or guardians of athletes, of the nature and risk of concussion, including continuing to play after sustaining a concussion. A concussion information sheet shall be signed and returned by any athlete who seeks to compete in activities sanctioned by the South Dakota High School Activities Association and the athlete's parent or guardian prior to the athlete's participation in any youth athletic activities sanctioned by the South Dakota High School Activities Association. A signed information sheet is effective for one academic year.

The guidelines and information sheet shall include protocols and content consistent with current medical knowledge for informing and educating each member school, coach, and athlete participating in athletic activities sanctioned by the South Dakota High School Activities Association, and the athlete's parent or guardian as to:

- 1) The nature and risk of concussions associated with athletic activity;
- 2) The signs, symptoms, and behaviors consistent with a concussion;
- 3) The need to alert appropriate medical professionals for urgent diagnosis or treatment if an athlete is suspected to have received a concussion; and
- 4) The need to follow proper medical direction and protocols for treatment and return to play after an athlete sustains a concussion.

SDCL 13-36-10

Coaches to complete training program. The South Dakota High School Activities Association and the South Dakota Department of Education shall develop a training program consistent with § 13-36-9. Each coach participating in athletic activities sanctioned by the South Dakota High School Activities Association shall complete the training program each academic year.

SDCL 13-36-11

Removal of athlete exhibiting symptoms of concussion. An athlete shall be removed from participation in any athletic activity sanctioned by the South Dakota High School Activities Association at the time the athlete:

- 1) Exhibits signs, symptoms, or behaviors consistent with a concussion; or
- 2) Is suspected of sustaining a concussion.

SDCL 13-36-12

Return of athlete to activity. No athlete who has been removed from participation in an athletic activity sanctioned by the South Dakota High School Activities Association may return to athletic activities until the athlete:

- 1) No longer exhibits signs, symptoms, or behavior consistent with a concussion; and
- 2) Receives an evaluation by a licensed health care provider trained in the evaluation and management of concussions and receives written clearance to return to play from such health care provider.

SDCL 13-36-13

Licensed health care provider defined. For the purposes of § 13-36-12, a licensed health care provider is a person who is:

- 1) Registered, certified, licensed, or otherwise recognized in law by the State of South Dakota to provide medical treatment; and
- 2) Trained and experienced in the evaluation, management, and care of concussions.

SDCL 13-36-14

Cause of action not created. Sections to §§ 13-36-9 to 13-36-13, inclusive, do not create any liability for, or create any cause of legal action against, a school, a school district, or any officer or employee of a school or school district.

SDCL 13-67-1 (2022) Athletic teams and sports- Designation by Sex- Participation

Any interscholastic, intercollegiate, intramural, or club athletic team, sport, or athletic event that is sponsored or sanctioned by an accredited school, school district, an activities association or organization, or an institution of higher education under the control of either the Board of Regents or the Board of Technical Education must be designated as one of the following, based on the biological sex at birth of the participating students:

- (1) Females, women, or girls;
- (2) Males, men, or boys; or
- (3) Coeducational or mixed.

Only female students, based on their biological sex, may participate in any team, sport, or athletic event designated as being for females, women, or girls.

For purposes of this section, biological sex is either female or male and the sex listed on the student's official birth certificate may be relied upon if the certificate was issued at or near the time of the student's birth. The failure to comply with this section is a limited waiver of sovereign immunity for relief authorized under this chapter.

SDCL 13-67-2 (2022)- Complaint- Investigation- Harm incurred by athlete

If a student suffers direct or indirect harm as a result of a violation of § 13-67-1, that student has a private cause of action for injunctive, mandamus, and declaratory relief, against the accredited school, school district, activities association or organization, or institution of higher education under the control of either the Board of Regents or the Board of Technical Education that caused the harm.

If a student is subjected to retaliation or other adverse action by an accredited school, school district, activities association or organization, or institution of higher education as a result of reporting a violation of § 13-67-1 to an employee or representative of the school, school district, activities association or organization, institution of higher education, or to a state or federal governmental entity having oversight authority, that student has a private cause of action for injunctive, mandamus, and declaratory relief, against the school, school district, activities association or organization, or institution of higher education. In addition, no governmental entity may investigate a complaint or take any adverse action against an accredited school, school district, activities association or organization, or institution of higher education, or any employee or governing board member of the foregoing for compliance with § 13-67-1.

SDCL 13-67-3 (2022)- Harm incurred by institution

If an accredited school, school district, or institution of higher education under the control of either the Board of Regents or the Board of Technical Education suffers any direct or indirect harm as a result of a violation of § 13-67-1, that school, school district, or institution of higher education has a private cause of action for injunctive, mandamus, and declaratory relief, against the governmental entity, licensing or accrediting organization, or activities association or organization.

SDCL 13-67-4 (2022)- Limitation of actions – Attorney Fees

No governmental entity, accredited school, school district, or institution of higher education may be liable to any student for its compliance with § 13-67-1. A civil action under § 13-67-2 or 13-67-3 must be initiated within two years from the date the alleged harm occurred. Any party prevailing on a claim brought under § 13-67-2 or 13-67-3 is entitled to reasonable attorney's fees and costs.

SDCL 13-67-5 (2022)- Lawsuit- Public defense- Costs assumed by the state

For any lawsuit brought or any complaint filed against an accredited school, a school district, or an institution of higher education under the control of either the Board of Regents or the Board of Technical Education, or an employee, board, or a member thereof, as a result of compliance with § 13-67-1, the attorney general shall provide legal representation at no cost to that entity or individual.

In addition to the expenses of representation, the state shall assume financial responsibility for any other expense related to the lawsuit or complaint and incurred by an accredited school, a school district, or an institution of higher education, or an employee, board, or a member, including any award for attorney's fees and costs for which that entity or individual would be otherwise responsible.

SDCL 36-4A-26.1 PHYSICALS

In addition to doctors of medicine and doctors of osteopathy, this statute gives physician's assistants the authority to give exams and sign the form.

SDCL 36-9A-12 PHYSICALS

In addition to doctors of medicine and doctors of osteopathy, this statute gives nurse practitioners the authority to give exams and sign the forms.

SDCL 36-5-15 PHYSICALS

In addition to doctors of medicine and doctors of osteopathy, this statute gives doctors of chiropractic the authority to give exams and sign the forms.

CONSTITUTION OF THE SDHSAA

Preamble

The school districts of the state of South Dakota, acting by and through their duly elected school board members, having heretofore associated together in the creation and development of a voluntary, non-profit association organized for the advancement of both curricular and co-curricular interscholastic activities, do hereby jointly and in cooperation with each other, and with the nonpublic schools authorized by law to join therein, for the perpetuation of the Association, do hereby establish this Constitution and these Bylaws.

ARTICLE I

NAME

This Association shall be known as the South Dakota High School Activities Association, (Referred to herein as the Association or as the SDHSAA) and its duration shall be perpetual.

ARTICLE II

OBJECT

The purpose of this Association is to direct and coordinate interscholastic activities carried on by the member high schools of South Dakota.

It shall have the duty and obligation to control, coordinate, and direct the operation of the interscholastic activity programs of its member schools. Among these programs shall be those in athletics, speech, music, student council, publications, and such like or related programs as now or hereafter may be organized among member schools and which are recognized by the Bylaws.

It shall also attempt to equalize activity opportunity by standardizing qualifications for participants, coaching and directing procedures, and treatment of visiting teams and participants in connection with all activities.

ARTICLE III

MEMBERSHIP

SECTION 1. APPLICATION FOR MEMBERSHIP. Any high school approved and accredited by the secretary of the department of education and cultural affairs, except such schools as have been expelled and have not been reinstated under Art. VIII of this Constitution, may become a member of this Association by (1) submitting a statement signed by a proper school official to show that the governing board has taken action to approve the application for membership and, also, to approve this Constitution and these Bylaws; (2) designating its official representative; and (3) having the Superintendent (or Chief Executive Officer) of the high school subscribe in writing to this Constitution and Bylaws. The Association's year shall begin on July 1 and end on June 30.

SECTION 2. BASIS FOR CLASSIFICATION BY ENROLLMENT. (Amended 2021) Member schools are classified according to enrollment for participation in the various athletic or fine arts activities sponsored by the Association, reflective of actual figures collected by the South Dakota Department of Education on the last Friday in September of each reclassification/alignment year. In addition to actual figures collected by the South Dakota Department of Education, a Free and Reduced Lunch Multiplier shall be utilized to adjust enrollment counts dependent upon the reported percentage of students in grades 9-12 at each school who qualify for Free and Reduced Lunch according to the South Dakota Department of Education per Federal guidelines. The Free and Reduced Lunch percentage shall be multiplied by 30%, and the resulting percentage will be used to reduce the enrollment count of the school, with a maximum multiplier reduction of 30%. The resulting enrollment count with multiplier shall be used as the official enrollment number of the school when determining classifications. Special programs utilized by the Federal Government whereby a school is classified on an other than annual basis may be considered by the Board of Directors (i.e.- Community Food Programs, etc.). Reclassification and alignments for all sports and fine arts activities shall be done at the same time so that the two-year periods are concurrent for all activities.

SECTION 3. DUES. Each member school shall pay dues for each student enrolled in grades 9, 10, 11 and 12. The amount of dues per student and the minimum and maximum dues per school will be recommended by the Board of Directors. Each member school will have an opportunity to vote on the Board of Director's recommendation with the majority prevailing. Entry fees for all events shall be determined by the Board of Directors. (NOTE- By Board Action in the 2020-21 school year, the SDHSAA has suspended membership dues and fees, beginning in FY2022).

ARTICLE IV

FINANCE

SECTION 1. REVENUE. The revenue of this Association shall consist of dues paid as provided by Article III, receipts from paid admissions from activities sponsored by the Association, fees, ball contracts, television contract, corporate contracts and other revenues as may be established by the Board of Directors.

SECTION 2. BUDGET. The Board of Directors shall adopt a budget for the Association for its fiscal year, beginning July 1 and ending June 30.

ARTICLE V ASSOCIATION MEETINGS

SECTION 1. TIME AND PLACE OF MEETINGS. The time and place of the regular annual meeting shall be established by the Board of Directors. The specific day, hour, and place shall be determined and timely notice thereof given by the Board of Directors through the office of the Executive Director. Special meetings may be held at times and places that may be determined by the Board of Directors.

SECTION 2. ONE VOTE ONLY. In the transaction of business of the Association each member school shall have one vote.

SECTION 3. OFFICIAL REPRESENTATION. Member schools shall be represented at the meetings by the principal of the high school or the superintendent of schools or a duly authorized faculty representative.

SECTION 4. QUORUM. Representatives from ten schools shall constitute a quorum at any regular annual or special meeting of this Association.

ARTICLE VI ADMINISTRATIVE ORGANIZATION

SECTION 1. BOARD OF DIRECTORS. For the purpose of administering the affairs of the Association under the powers granted by this Constitution and the Bylaws of this Association there is hereby created a separate administrative entity designated as the Board of Directors of the South Dakota High School Activities Association. The Board of Directors shall consist of nine members.

Seven of these shall be Superintendents, Principals, and Athletic/Activity Directors of member schools and two shall be members of the Board of Education of a member school. One member shall be a Native American Superintendent, Principal or Athletic/Activity Director from a Native American member school. The composition of the seven administrative positions shall occur in such manner that at no time shall any of the three groups be represented by more than three persons. Representation will be in a ratio system with Superintendents, Principals, and Athletic/Activities Directors being rotated through the ratios.

The term of a Board of Directors member will be five years in length. No member of the Board of Directors will be eligible to be elected to consecutive terms. A Board of Directors member may be elected or appointed to fill an unexpired term.

No (1) member public school district, OR, (2) private/parochial school shall be represented by more than one person on the Board of Directors. **Adopted 5-27-14**

NOTE: See Administrative Procedure Policy at the end of this document.

SECTION 2. ELECTION OF BOARD OF DIRECTORS MEMBERS. Members of the Board of Directors shall be elected to five-year terms. Nominations for membership on the Board of Directors shall be made orally at the annual meeting of the Association. An election shall be determined by a majority of votes cast. If no candidate receives a majority a run-off election shall be held between the top two vote getters.

Election of the members of the Board of Directors shall be governed as follows:

- A. One member of the Board of Directors shall be elected as an At-Large member from the west river, and one member of the Board of Directors shall be elected as an At-Large member from the east river, with said position filled by either a superintendent, principal, or athletic/activity director from a member school. The west river At-Large Board of Directors member must be elected from the west river region, and the east river At-Large Board of Directors member must be elected from the east river region of the state. The Missouri River shall be the dividing line between the east and west regions. In the event that the boundaries of a school district are located on both sides of the Missouri River, the physical location of the high school shall determine whether said school district is east river or west river. Should the east or west river Board of Directors member move to a school on the opposite side of the river, membership on the Board of Directors shall be forfeited.
- B. Four members of the Board of Directors shall be elected according to four divisions of school enrollment (9-11).
- C. Two members of the Board of Directors shall be Board of Education Members. One Board of Education member shall be from the large-school group which comprises approximately one-half of the school enrollment (Grades 9-11). The other Board of Education member shall be from the small-school group which comprises approximately the other half of the school enrollment (Grades 9-11).
- D. One member shall be elected as an At-Large member from a SDHSAA member Native American school. Native American school shall be defined as any SDHSAA member school with a Native American student population of at least 50% in grades 9-12 as determined by the SD Department of Education. The At-Large position shall be filled by a Native American Superintendent, Principal or Athletic/Activity Director.
- E. When a representative of the Board of Directors loses the qualifications for which he or she was elected or appointed; such as resignation, removal from a district or category, withdrawal from the profession or any other reason which might make one ineligible to serve, he or she no longer remains eligible to serve on the Board of Directors. **Adopted 5-27-14**

The Board of Directors shall be empowered to determine the four divisions of school enrollment (9-11), such divisions to be outlined as follows:

- 1) Division I to include at least one-fourth of the total student enrollment.

- 2) Division II shall include the next-highest enrolled group of school districts to include at least one-fourth of the total student enrollment.
- 3) Division III shall include the next-highest enrolled group of school districts in terms of enrollment.
- 4) Division IV shall contain all remaining school districts.

Enrollment figures shall be from the previous school year and shall be the Average Daily Membership enrollment figures for Grades 9-11 as submitted to the Executive Director. **Adopted 5-29-15**

Election of Board of Directors members shall in all cases be by ballot sent to all member high schools within ten days after the Annual Meeting. To be valid, ballots shall be presented to the Board of Education for official action to be attested to by the Board Chairman. The deadline for the return of ballots shall be set by the Board of Directors and shall be no earlier than 30 days, and no later than 35 days after the date of the Annual Meeting of the Association.

SECTION 3. FILL VACANCIES. The Board of Directors will have the power to fill any vacancy occurring on the Board of Directors by the appointment or election of some eligible person of the same classification as the member to be replaced. The member selected to fill the vacated position will serve until the end of the term of the member being replaced.

SECTION 4. OFFICERS OF THE BOARD OF DIRECTORS. The Board of Directors shall elect from its own membership, each year at its June Board of Directors meeting, a chairman and vice-chairman for the ensuing school year. The Board of Directors shall appoint the Executive Director as the Treasurer who shall have charge of all funds of the Association, under the direction of the Board of Directors, and shall give such bond as the Board of Directors shall demand, the premium for which shall be paid from the funds of the Association.

SECTION 5. ASSOCIATION OFFICERS. The officers of this Association shall be the officers of the Board of Directors of the Association, including the Executive Director, and shall have all the powers, privileges and obligations expressed or implied in this Constitution and Bylaws.

SECTION 6. EXECUTIVE DIRECTOR. The Board of Directors shall employ a full-time Executive Director and fix the salary. The Board of Directors shall employ such other and necessary professional and clerical assistance as may be necessary and shall have authority to fix their salaries. The Executive Director shall be the official executive for the Board of Directors and shall carry on the activities and discharge the duties, including those of the Treasurer, that naturally accrue to such office, but at all times be guided in his decisions and actions by this Constitution and Bylaws and by the policies established by the Board of Directors and by any special instructions given him from time to time by the Board. Decisions of the Executive Director that may aggrieve a member or members concerned may be appealed to the Board of Directors and the resultant action of the Board of Directors shall hold precedence over any deviating decision of the Executive Director.

SECTION 7. HEADQUARTERS. The Board of Directors shall establish an Association headquarters and shall rent or otherwise provide a suitable office for the Executive Director and shall provide equipment for such clerical help and for organizing and protecting the official records of the Association including records of its activities, decisions, and regulations.

SECTION 8. MEETINGS OF THE BOARD OF DIRECTORS. There shall be as many meetings of the Board of Directors as necessary to take care of the business of the Association. Meetings may be called by the chairman, or a subsequent meeting may be arranged by action of the board at any meeting. The expenses of the Board of Directors members in attending the meetings of the board shall be paid from Association funds. Five members shall constitute a quorum for the transaction of business at any properly called meeting of the Board of Directors. A majority of the elected members present must vote in favor for passage of any measure.

SECTION 9. NATIONAL FEDERATION. The Association shall hold a membership in the National Federation of State High School Associations and may hold a membership in such other national high school associations as the Board of Directors may designate or determine. The constitution, Bylaws, regulations and playing rules of such national organization, upon approval by the Board of Directors, shall apply to all members of this Association in all high school interscholastic activities to which regulations of the national association or associations are designed to apply, excepting cases of conflict in Bylaws or rules, if any, between such national associations and this Association.

ARTICLE VII ADMINISTRATION BY THE BOARD OF DIRECTORS (Functions, Powers, Duties)

SECTION 1. CONTROL OF FUNDS. The Board of Directors shall:

- A. Determine all necessary expenditures of Association funds.
- B. Make available the books and records for audit by the state.
- C. Present a full report of such audited accounts to the annual meeting of the Association.

SECTION 2. CONTROL OF ACTIVITY DATES. All interscholastic events and dates for such events shall be approved, cleared or arranged for by the Board of Directors.

SECTION 3. POWERS CONNECTED WITH ELIGIBILITY OF STUDENTS. In connection with the eligibility of students representing member high schools in all South Dakota high school activities, including athletics, music, speech, and all other competitive events, the Board of Directors, or its designee, shall have the following powers:

- A. To receive, investigate as may be necessary, and pass judgment upon complaints made by one member about the eligibility or the alleged ineligibility of participants from another member school.
- B. To investigate on its own initiative doubtful cases of eligibility among participants in a member school.
- C. To declare ineligible such participants as in its judgment do not meet the eligibility requirements of the Association.
- D. To investigate on its own initiative alleged violations of the Association's Constitution, Bylaws, and regulations.
- E. To suspend or discipline a member school that has violated the Constitution and Bylaws of the Association by using participants in inter-school competition who do not conform to the regulations of the Association.
- F. To issue, when requested in writing by a member, declaratory rulings on questions of general interest involving the applicability of the Constitution or a Bylaw to factual situations.
- G. To bar a student from participating in any high school contests as a penalty for violating the Constitution or any of the Bylaws of the Association as herein after provided.
- H. To reinstate any student who has been suspended from participation in activities for violation of the Constitution and Bylaws, after one school year of such suspension, if the conclusion of the board from evidence is that the violation was due to ignorance of a rule or Bylaw or its full meaning.
- I. To rectify any error made by anyone that results in depriving a student of rightful eligibility under this Constitution and Bylaws to participate in interschool activities or that results in granting such eligibility undeservedly.
- J. The Board of Directors, or the Executive Director, as hereinafter provided in Section 10, shall have authority to waive the enforcement of the transfer rule when it appears that an individual student would be unjustly penalized because of (1) death of a parent; (2) divorce; (3) court adjudicated separation of the parents; (4) change in economic status of the parents beyond the control of the student's family which forces the transfer. A waiver under this sub-section shall only be granted when the economic change is a foreclosure, bankruptcy, or parents loss of job which would require documentation by the parents; (5) assignment, by any governmental agency of a student to a particular school or school district; (6) assignment, by any governmental agency, of a student to a facility such as McCrossan Boys Ranch; and (7) any other circumstance of a similar serious nature.
- K. The eligibility rule in regards to age may not be waived under any circumstances.
- L. The scholastic or eight-semester/twelve trimester rule may be waived if the student loses eligibility because of serious illness, injury and/or other circumstances of a similar serious nature. In such cases the illness, injury or other circumstances of a similar serious nature must be verified in writing by a licensed health professional or other professional personnel as per request from the SDHSAA office.
- M. Upon completion of the eighth grade or the ninth grade at an organized, structured junior high school, the student shall be eligible at the first senior high school where the student chooses to enroll regardless of the location of the senior high school.
- N. Any waiver request that is submitted to the Board of Directors or Executive Director must be initiated by a member school. If a request is received, the student and his/her parents or guardian, shall be advised immediately of the requested ruling and shall be given an opportunity to submit information.

SECTION 4. CONTROL OF CONTESTS, TOURNAMENTS AND MEETS. In connection with tournaments and meets the Board of Directors shall have the following powers:

- A. To decide the rules and regulations which shall govern, within the limits of this Constitution and Bylaws and within the restrictions imposed by an established Association plan or policy for any contests, all tournaments, and meets, including district, division, region, and state tournaments and meets.
- B. To standardize, if it so elects, the awards to be used in state, district, and region contests.

SECTION 5. CONTROL OF OTHER ACTIVITIES. The Board of Directors shall have the power to adopt such rules and regulations in connection with any and all high school activities not inconsistent with the Constitution and Bylaws of the Association as it may feel necessary. In order to organize, plan and supervise the operation of the various activity programs, the Board of Directors shall appoint advisory committees consisting of not less than three nor more than seven members, who shall be either administrators or persons qualified to teach or coach the activities in the committee's charge. These advisory committees shall be responsible to the Board of Directors and their decisions shall be subject to the approval of the Board of Directors.

SECTION 6. REGISTRATION OF OFFICIALS. The Board of Directors shall have power to register athletic officials, provided such official can meet the qualifications as established.

The SDHSA shall annually publish, for the information of the member schools, a list of such officials who successfully meet the established qualifications.

NOTE: SEE OFFICIALS REQUIREMENTS IN THE GENERAL SECTION OF THE ATHLETIC HANDBOOK.

SECTION 7. EMERGENCY POWERS. In case of a national emergency the Board of Directors shall have the power to waive or modify sections of the Constitution and Bylaws to fit any exigencies growing out of such emergency.

SECTION 8. DETERMINE PENALTIES. For any violation of this Constitution and Bylaws for which the penalty is not stated the Board of Directors shall determine a proper penalty.

SECTION 9. PUBLICITY. The Board of Directors, through its Executive Director, shall present information about the activities of the Board of Directors and the Association to the press and to other news media, and shall publish bulletins, newsletters, and booklets adequate to the information needs of the members.

SECTION 10. CONTROL OF ELIGIBILITY OF STUDENTS. Since it is important that eligibility cases be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing. The term “days” when used in this policy will mean working days. (Monday-Friday except holidays)

The eligibility of students of member high schools to participate in South Dakota High School Activities Association events will rest with the Board of Directors of the Association under the powers of Section 3 above.

LEVEL ONE: EXECUTIVE DIRECTOR

Initial rulings on request for interpretations regarding eligibility based on the Association Constitution and Bylaws, including rulings on all hardship cases, will be made by the Executive Director. Once the request is received in the SDHSAA office, the Executive Director will render a decision in writing to the aggrieved party within fourteen (14) days.

LEVEL TWO: APPEALS COMMITTEE

The member school aggrieved by a decision of the Executive Director in eligibility cases may appeal such decision to an Appeals Committee of the SDHSAA within seven (7) days after receiving notification of the Executive Director’s decision. Such requests will:

- A. be made in writing
- B. be signed by the Superintendent/CEO or the Board of Education of the member school requesting the appeal
- C. include a detailed explanation of the factual situation as per the particular question or questions involved and
- D. be directed through the office of the Executive Director of the SDHSAA.

The Appeals Committee will be appointed by the Executive Director and will consist of three (3) members of the SDHSAA Board of Directors, one of whom will be designated as the chairman of the committee. No representative will be named from a school which is involved in the decision. The Executive Director of the SDHSAA will establish a date and conduct a hearing within seven (7) days and will advise all interested parties and committee members of the time, place and purpose of the hearing.

The hearing conducted by the Appeals Committee will be fair, impartial and in accord with due process of law. The Appeals Committee will have the authority to investigate the factual situation as per each request and require that additional, specific information be submitted. The aggrieved party and the Board of Directors will have the right to be represented by counsel; to examine and cross-examine witnesses; and to present evidence of all relevant nature in the matter before the Committee. The Appeals Committee will render a decision within seven (7) days following the hearing. Any decision made by the Appeals Committee may be appealed to the Board of Directors. Such requests will:

- A. be made in writing
- B. be signed by the Board of Education or the Superintendent/CEO of the member school requesting the appeal
- C. include a detailed explanation of the factual situation as per the particular question or questions involved and
- D. be directed through the office of the Executive Director of the SDHSAA.

LEVEL THREE: BOARD OF DIRECTORS

Appeals of the decision of the Appeals Committee shall be initiated by the member school and will be to the Board of Directors of the SDHSAA. The three SDHSAA Board of Directors members involved in the Level Two appeal shall not participate in the Level Three appeal. The request will be filed within seven (7) days after receiving notification of the decision of the Appeals Committee. The decision of the Board of Directors will be final. The Executive Director and/or the Board of Directors will have the authority to investigate the factual situation as per each request and require that additional specified information be submitted. The Board of Directors will hear appeals during their next regularly scheduled meeting, unless it is agreed upon by the Board of Directors to hear the appeal in a special meeting due to timeliness of the request.

Written notification of the decision of the Board of Directors will be rendered through the office of the Executive Director within seven (7) days following the Board of Directors hearing.

Nothing herein contained will prohibit the Executive Director or the Board of Directors from initiating investigations of cases of eligibility, including the right to require that information pertinent to such investigations be submitted. The Board of Directors can issue rulings resulting from such investigations in the same manner and with the same force and effect as decisions rendered pursuant to written requests.

All decisions of the Board of Directors rendered pursuant to this section shall be final. **(Amended 6-30-16)**

**ARTICLE VIII
LOCAL ADMINISTRATION OF CONTESTS**

SECTION 1. PRINCIPAL RESPONSIBLE. The principal of the high school or the superintendent of schools or the athletic/activities director, or his authorized faculty representative shall be the official representative for each member school, and such principal or superintendent shall be responsible to the Association for all matters pertaining to the activity relations of the school.

SECTION 2. CONTESTS APPROVED BY PRINCIPAL. No contest shall be arranged with another school without the sanction of the high school principal, superintendent, or athletic/activity director.

SECTION 3. LOCAL RULES. Local rules pertaining to eligibility of student players and performers in inter-school competition may be made and enforced by the local school officials, provided such rules are not inconsistent with the Constitution and Bylaws of the Association.

SECTION 4. SCHOOL OFFICIALS AT CONTESTS. The home school shall always have one or more faculty members present at an inter-school contest. The home school representatives shall be responsible for the conduct of their fans, treatment of visitors, including officials for the contest, while in the contest venue. Representatives of the visiting school should supervise the conduct of their fans at the contest venue.

SECTION 5. NO CONTESTS WITH SUSPENDED OR EXPELLED SCHOOLS. No contest shall be held by a member school with a school that has been expelled from the Association until or unless such school is reinstated. No contest shall be held by a member school with a school that has been suspended, for the duration of the suspension. Suspension in one activity does not necessarily mean suspension in all activities. Competition may be forbidden with the suspended school in the various activity programs at the discretion of the Board of Directors.

SECTION 6. CONTESTS WITH NON-MEMBER SCHOOLS. No contest shall be held or scheduled with a school that is eligible to membership in this Association and which at the time is not a member, and no contest of any kind shall be scheduled or held with a non-member school without specific approval of each such contest from the Executive Director. In all such approved contests with non-member schools all Bylaws and rules of this Association shall apply.

SECTION 7. NO SUNDAY CONTESTS. There shall be no inter-school contests of any kind sponsored or participated in by member schools held on Sundays.

ARTICLE IX PROHIBITED ACTS AND PENALTIES

SECTION 1. RECRUITMENT PROHIBITED. No school may become or continue to be a member school if it gives or awards scholarships, free tuition, free bus transportation, free school lunch, or any other inducements, directly or indirectly, to persuade a student to attend its school. In this context, “other inducements” are defined as any special arrangement by either school personnel or non-school individuals to provide a student or student’s family a benefit or benefits not offered to other students and/or not expressly authorized by SDHSAA rules and regulations. This could include, but is not limited to, jobs or housing for parents, residential relocation offers, promotional efforts in excess of efforts for all other students, promises of playing time, financial aid to parents or students, or any other benefit not authorized by SDHSAA guidelines. **Updated July 2023**

Nor shall any other undue influence be exerted by either school personnel or non-school individuals whereby an attempt is made to persuade or inspire a prospective student to attend a particular school for athletic purposes. Examples of “other undue influence” include but are not limited to calling, texting, or e-mailing student athletes or sending letters, cards, or questionnaires to student athletes in an effort to persuade that student to attend or transfer to a school, inviting prospective student athletes to summer camps or open gyms, or contact of any kind of a nature that is designed to persuade the student to attend or transfer to a specific school because of athletics. Confirmation of any such undue influence shall cause the student to be rendered ineligible pursuant to the provisions set forth in Article VII, Section 3, Sub-section (g), page 18 of the Constitution. Schools and coaches are subject to penalties per Article IX, Section 2 of the SDHSAA Constitution, including but not limited to suspension of the school and/or program from regular season and post-season activities, suspension of the coach from all coaching duties, or the banning of parents/alumni/supporters from attendance at sanctioned activities. **Updated July 2023**

SECTION 2. SUSPENSION. Violation of the Constitution, Bylaws, or any rule of the Association, whether the penalty is specified in connection with the statement of the Bylaw or rule or not, renders the violating member school liable to suspension from the Association for not to exceed one school year, by action of the Board of Directors. Suspension in one activity does not necessarily mean suspension in all activities.

SECTION 3. EXPULSION. A member high school may be expelled from the Association for willful or persistent violation of the Constitution or Bylaws of the Association by a two-thirds vote of the member high schools represented at a regular annual meeting. When so expelled, a high school cannot be reinstated as a member except by a two-thirds vote of the members represented at any subsequent regular annual meeting.

SECTION 4. UNAPPROVED CONTESTS, MEETS, OR TOURNAMENTS. A member school shall not sponsor nor enter a team or contestants in any contest, meet, or tournament that has not been sanctioned by the Board of Directors. Any member school that violates this regulation shall be liable to discipline, including reprimand, monetary fine, or temporary suspension, by the Board of Directors.

SECTION 5. CANCELING ELIGIBILITY FOR CAUSE. For violating a Bylaw or rule of the Association a student of a member school may be barred from all further inter-school competition as a representative of any member school. The Board of Directors, however, may reinstate a suspended student, for good reason, after one school year of suspension.

SECTION 6. CHARGES AND INFORMAL DISPOSITIONS. Charges against a student or a member school for alleged violation of the Constitution and Bylaws, or a rule of the Association shall be filed in writing with the Executive Director, who shall within five days from their receipt, submit copies to all members of the Board of Directors and to the allegedly offending student or school. Within ten days from the time of the receipt of such copy of the charges the accused student or school shall file a reply with the Executive Director who shall transmit copies of the reply promptly, along with any other pertinent data or evidence, to the Board of Directors.

Each Board of Directors member shall examine the case carefully and each shall send the Executive Director as promptly as possible his conclusion about the matter. The Executive Director shall determine from the replies from the Board members what the majority decision is and that shall be the decision of the Board of Directors as a whole and it shall be reported back to the school or schools concerned by the Executive Director.

SECTION 7. HEARINGS. The Board of Directors, however, shall, if a hearing is demanded in writing, or upon its own motion may, in any case it deems such procedure essential, call and conduct a hearing on an official complaint against a student or a school, giving due notice and sufficient time to the student and the school or schools concerned to prepare for such a hearing.

SECTION 8. WITHHOLDING EVIDENCE. It shall be considered contrary to good sportsmanship for a member school to withhold evidence against a player from another member school or against a member school by failing to present such evidence to the principal or superintendent of the school concerned or to the Executive Director of the Association, concerning apparent violation of the Association Bylaws or Rules.

ARTICLE X AMENDMENTS

SECTION 1. METHOD OF PROPOSING. Amendments to this Constitution or any set of Bylaws hereinafter included may be proposed by the Board of Directors, or by member schools through presentation of a petition signed by the administrators of thirty or more member schools. Proposed amendments must be submitted in writing to the Executive Director thirty days or more prior to the Annual Meeting or Special Meeting in order to be considered at that meeting.

SECTION 2. AMENDING PROPOSED AMENDMENTS. Proposed amendments may themselves be amended by the majority vote of the member schools represented at a meeting considering amendments, provided such amendments to proposed amendments do not tend to negate the amendment as originally proposed or to create what is essentially a new and different proposal. The Board of Directors shall have power in such a case to decide the issue.

SECTION 3. VOTING ON AMENDMENTS. All voting on amendments to this Constitution or these Bylaws shall be by referendum vote with all member schools given an opportunity to vote. Amendments presented at a meeting of the Association, as amended at the meeting if amended, shall be submitted by mail to the member schools within ten days following such meeting. The Board of Directors shall provide arguments for and against each proposed amendment to be included with the amendment when it is mailed to the member schools for voting thereon.

SECTION 4. RETURNING BALLOTS ON AMENDMENTS. The deadline for return of ballots shall be set by the Board of Directors and shall be no earlier than 30 days, and no later than 35 days, after the date of the Annual or Special Meeting of the Association. To be valid, ballots shall be presented to the Board of Education for official action, with such action to be attested to by the board chairman.

SECTION 5. SIXTY PERCENT REQUIRED. To repeal any provision or to become an amendment, a proposed repealer or amendment must be voted upon favorably by sixty percent of the members voting on it.

SECTION 6. DATE AMENDMENTS BECOME EFFECTIVE. All amendments passed by vote of Association members shall become effective on July 1 following their being passed.

SECTION 7. AMENDMENT OF CONTEST REGULATIONS. Contest or meet regulations for the various activity programs may be amended by proposal of the advisory committee for the particular activity involved, with approval by the Board of Directors. (See Art. VII, 5.) A majority vote of the fine arts and athletic advisory committees involved is required.

ARTICLE XI DISSOLUTION

SECTION 1. TERMINATION. This Association and the agreement which is made in the form of a Constitution and Bylaws can only be terminated upon sixty percent vote of the total membership upon resolution of the Board of Directors upon the same notice to the membership and using the same voting procedure as set forth in Article X for amendments to the Constitution or Bylaws.

SECTION 2. DISPOSITION OF PROPERTY. Upon termination of this agreement the property of the Association shall be sold by the Board of Directors as soon as may conveniently be done at public or private sale. The proceeds of such sale after payment of all the Association's obligations shall be distributed equally among the then current members of the Association.

BYLAWS OF THE SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION

CHAPTER I - GENERAL PROVISIONS

PART I - SCOPE OF BYLAWS

These Bylaws constitute the rules and regulations governing all approved interscholastic activity programs and the provisions of this chapter shall be applicable to all such activities except as may be otherwise provided as to certain specific programs.

PART II - ADVISORY COMMITTEES

The Advisory Committees authorized by Article VII, Section , page 18 of the Constitution of this Association shall include, but shall not be limited to, advisory committees on girls' athletics, boys' athletics, athletic directors, speech, music, journalism, and student council activities. The Board of Directors shall fix the terms of the members to afford continuity and provide for such meetings of the committees as it deems necessary. It shall be the duty of each respective advisory committee to plan and recommend to the Board of Directors, for its approval, a program of activities for its assigned activity.

PART III - SCHOOL PARTICIPATION

Any high school which is a member of this Association is eligible to participate in the activities sponsored by the Association.

PART IV - STUDENT ELIGIBILITY FOR FINE ARTS AND ATHLETIC PARTICIPATION

SECTION 1. GENERAL REQUIREMENTS.

- A. **Age.** The student must be under 20 years of age at the time of participation. Age to be determined by birth **DATE**.
- B. **Enrollment.** The student must have enrolled not later than the sixteenth school day of the current semester.
- C. **Eight Semester/Twelve Trimester Rule.** A student shall be eligible for four first semesters and four second semesters OR twelve trimesters of interscholastic competition while enrolled in grades 9-12. For the purpose of this subsection, enrollment and attendance in school or participation in one or more contests shall count as a semester/trimester of eligibility. Once a student enrolls as a ninth grader, all semesters/trimesters must be consecutive unless waived as per Article VII, Section 3 (l), page 18 of the Constitution.

NOTE: Attendance Defined: If the student is used in the ADM count, full or partial day, they are considered to have attended school.

D. **Scholastic/Academic Eligibility Rule.**

1. **Preceding Semester/Trimester.** The student, unless they are entering high school for the first time, shall have successfully earned a minimum of two (2) units of credit which are used in the issuance of a diploma, for the preceding or for the most recent semester/trimester of attendance in any accredited high school. For the purposes of this subsection, enrollment and attendance in school or participation in one or more contests shall constitute a semester/trimester in determining eligibility. However, the Board of Directors or the Executive Director shall have the authority to waive the attendance rule when and if a student withdraws from school as a result of an injury or illness and does not return to any school for the remainder of the semester/trimester and the student does not receive any high school course credits.

NOTE: Failure to earn two (2) units of credit the previous semester/trimester causes the student to become ineligible the entire following semester/trimester.

NOTE: Only credits accepted by the school for graduation may be used in determining whether a student successfully earned two (2) units of credit. Source: Minutes of the January 10-11, 2001 Board of Directors Meeting.

2. **Current Semester/Trimester.** The student shall (a) be enrolled in an accredited high school and attend courses for which a minimum of two (2) units of credit may be earned towards the issuance of a diploma, (b) be receiving alternative instruction as set forth in **SDCL § 13-27-3** or (c) any student in grades ten, eleven, or twelve may apply to an institution of higher education or a postsecondary vocational education institution as a special student in a course or courses offered at the institution of higher education or postsecondary vocational education institution. Correspondence/college courses approved in advance by the high school principal for which credits earned are used in the issuance of a high school diploma may count towards the two (2) units of credit eligibility requirement. **(Refer to SDCL § 13-28-37)**
3. A student's grades which are dependent upon completion of a project such as a vocational education project after the close of the academic school year shall be determined by the grade averages of record assuming satisfactory completion of the project.
4. **Credit recovery.** Students who have been declared ineligible because of academic deficiencies from the previous semester/trimester may earn scholastic/academic eligibility by taking an academic course(s) via the options

approved by the SD Department of Education. Examples include, but not limited to, on-line courses, in-district credit recovery courses, alternative education settings, digital courses, etc. The principal must monitor the successful completion of the course(s) and reinstate eligibility only after the successful completion of 2 units of credit as per Chapter I, Part IV, Section 1, Subsection D., page 22 of the Bylaws.

5. **Beginning and ending of a Semester/Trimester.** For the purpose of this subsection, the first semester shall be considered as ending on midnight on the day before the second semester begins and the second semester shall be considered as starting on the first day classes are held in said semester. The first trimester shall be considered as ending on midnight on the day before the second trimester begins. The second trimester shall be considered as ending on midnight on the day before the third trimester begins. The actual ending of the first/second semester or second/third trimester or school year, rather than the date of graduation exercises or diploma date, controls the determination when eligibility terminates.

NOTE: Eligibility is extended to all students:

- **Who choose to graduate at the conclusion of the first semester/first or second trimester until the first day of classes of the second semester/second or third trimester.**
 - **Including those graduating students whenever a sub-state/state event is held after the school year has been completed at the local level.**
6. **Alternative Instruction Students:** Students receiving alternative instruction satisfy the SDHSAA Scholastic/Academic Rule (By-Laws Chapter 1, Part IV, Section 1, Subsection D) through compliance with SDCL 13-27-3 and submission of contracts per SDCL 13-36-7.

SECTION 2. GRADES OF TRANSFERRED STUDENT. In the case of a student just transferred from another school the scholastic record from the former school shall be used for determining eligibility. The student shall not participate in any interscholastic contests until the official transcript of grades is received from the former school and academic eligibility is verified. **See also Section F, page 24**

SECTION 3. SEVENTH AND EIGHTH GRADE CONTESTANTS. Member schools may use seventh and eighth grade students on high school teams for high school contests provided they meet scholastic standards fully equivalent to those required for students in grades 9-12 by the Association. 7th and 8th grade students satisfy SDHSAA scholastic standards via compliance with SDCL 13-27-3 and submission of transcripts per SDCL 13-36-7.

SECTION 4. POST GRADUATE PARTICIPATION. Notwithstanding Section 1 of this chapter, high school graduates may be permitted to participate in inter-school meets or tournaments sponsored by the Association during summer months immediately following such graduation, unless the Board of Directors rules otherwise in the case of any such tournament or meet.

SECTION 5. LAPSE OF ATTENDANCE. Eligibility for the remainder of the semester ceases when:

- A. school attendance has lapsed for more than ten (10) consecutive school days in a SDHSAA member school which operates a five (5) day week, or
- B. when school attendance has lapsed for more than eight (8) consecutive school days in a SDHSAA member school which operates a four (4) day week

The exception to the Lapse of Attendance Policy as stated above would be in the case of student illness or in the case of death in the immediate family that forces the student to be absent from school.

SECTION 6. ELIGIBILITY AFTER ABSENCE. Students forced to leave school for personal illness or because of a death in the immediate family can be eligible upon return to school when they (1) have been fulfilling the scholastic requirements for eligibility at the time of leaving school, (2) file with the Executive Director an affidavit from the attending physician certifying that the illness was of such a nature as to prevent school attendance during any and all of the absence period, and (3) have made up the school work at least to the extent of having secured passing marks in four full courses including the parts of such courses missed during the absence.

PART V - PROTESTS - REVIEW OF DECISIONS

SECTION 1. DECISIONS OF THE JUDGES FINAL. Judges' decisions in any contest are by their nature necessarily regarded as final and shall not be considered as the basis for protest.

SECTION 2. BASIS AND PROCEDURE FOR PROTEST. Protests based upon a challenge to the interpretation given to a contest regulation or administrative ruling thereon must be submitted in writing within 24 hours after the contest, to the chairman of the district or region committees. The committee shall render its decision promptly to the Executive Director of the Association, and shall notify the protester, by telephone, to be followed by a written notice of its decision sent by first class mail to the protester. An appeal from the decision of the district or regional committee shall go directly to the Board of Directors. The decision of the Board of Directors shall be final. The appeal must state the decision of the district or region committee and the basis for the request to overrule that decision.

Any protest lodged prior to a district or region tournament or meet pertaining to the athletic eligibility status of a student, contest regulation or administrative ruling must be submitted to the district or region committee at least ten days prior to the event. The district or region committee shall render its decision promptly. An appeal from the decision of the district or region committee shall go directly to the Board of Directors. The decision of the Board of Directors will be final.

In cases where the protest is lodged less than ten days prior to a district or region tourney or meet, any appeal of a district or region committee decision shall go directly to the Executive Director. The decision of the Executive Director shall be final.

CHAPTER II - BYLAWS FOR ATHLETICS

PART I

FURTHER ELIGIBILITY REQUIREMENTS FOR ATHLETIC CONTESTS

SECTION 1. CHANGE OF SCHOOLS EFFECT ON ELIGIBILITY. Freshmen enrolling in high school for the first time are eligible at any high school of their choice regardless of where their parents or legal guardians might live. Whenever a student transfers from one high school and/or attendance center to another, eligibility for athletic competition is affected, or not affected, according to the following regulations:

- A. To be eligible at the beginning of a semester for participating in interscholastic athletics of the SDHSAA, a transfer student must be enrolled at the beginning of the semester. For students not enrolled at the beginning of the semester:
- Transfer students enrolled in a SDHSAA member school which operates a five (5) day week shall become eligible on the eleventh scheduled day of school provided all other SDHSAA regulations are met.
 - Transfer students enrolled in a SDHSAA member school which operates a four (4) day week shall become eligible on the ninth scheduled day of school provided all other SDHSAA regulations are met.

The first day of attendance is the first day included in the count to determine the ninth and eleventh day. However, if a student participates in one or more SDHSAA tournaments or play-off games at the sub-state level at the school previously attended, said student would be ineligible at the new school in that sport even though the parents move.

- B. If the parents of a student move to the district of a different high school, a student's eligibility is not affected by a transfer to that high school. When two or more public high schools are operated within the same district, the attendance boundaries set up by the board of education of the district shall be considered the boundaries of the public schools within the district for the application of this rule. Students shall be eligible at the first school they choose to enroll in following a bona-fide move. All eligibility rules, age, enrollment, eight semester rule, and scholastic/academic eligibility rules shall apply.
- C. The eligibility of a student remaining in a school district is not affected when his/her parents move to another district.
- D. The eligibility of a student is not affected by a transfer from a non-accredited to an accredited high school.
- E. A student cannot transfer from:
1. a high school in another state to a high school in this state, or
 2. a member school to another member school, or
 3. a non-member school to member school

and be eligible for athletic/fine arts participation if he/she were not eligible due to personal conduct violations (i.e. training rule violations, code of conduct violations, activities violations, etc.) for such participation in the state/member school from which he/she transferred. This provision also includes those students who transfer under sub-section (m)---open enrollment students.

A student who would be ineligible at their previous school may not become eligible for competition at any level by transferring. The school at which the ineligibility occurred determines the period of ineligibility. A transfer at the beginning of a school year does not decrease or eliminate the period of ineligibility.

A transfer student will be eligible for athletic and fine arts participation provided he/she meets the eligibility requirements as set forth by Part IV, Student Eligibility For Fine Arts and Athletic Participation, Section 1 of the Bylaws of the SDHSAA and has completed any suspension for activities violations from the school they are transferring from.

NOTE: As these are student penalties and not penalties against the school, the penalty follows the student. A change in schools does not erase the violation or the penalty for the violation.

- F. A student transferring from one high school to another must have the school (s)he leaves file a transcript of credits with the principal of the school to which (s)he is transferring. This transcript must contain his/her complete high school attendance and scholastic record and must be certified by the principal of the school (s)he is leaving. Until such a transcript is filed the student is ineligible. **See also Section 2, page 23**
- G. Any student who changes high schools without a corresponding, bona fide change in the physical residence of the parents shall not be eligible for athletic competition in the high school to which (s)he transferred for a period of one year. A student who transfers to a new school in advance of the parents move will become eligible the day the parents complete a bona fide change in the physical residence into the new district, providing all other Association requirements have been met. **Revised 2008**

EXCEPTIONS:

1. Those students transferring under the athletic open enrollment provisions of Chapter II, Part I, Section 1, sub-section (M) of the Bylaws, or
2. Those students enrolled in an approved CSIET (Council on Standards for International Educational Travel) exchange program.

A student who participated in athletic competition under the CSIET exemption, returning for a second year and not living with their parent(s), will be treated as a transfer student. These students may be declared eligible for athletics as per the transfer and residency rules stated in the SDHSAA Constitution and Bylaws. Like all students, the transfer and residency rules do not apply to those students involved in fine arts and activities. **See page 5 of the Eligibility Section of the Athletic Handbook.**

NOTE: This provision also applies to any student who transfers because he/she has been declared emancipated.

NOTE: In order to be determined “bona-fide”, the following minimum conditions must be met:

1. The original residence must be abandoned as a residence; that is sold, rented or disposed of as a residence, and must not be used as a residence by any member of the family.
2. The entire family, including minor siblings, must make the change and take with them the household goods and furniture appropriate to the circumstances.
3. The change must be made with the intent that it be permanent.
4. The entire family must physically reside at the residence for the duration of the student’s enrollment.
5. In school districts with multiple high schools; if the parents/legal guardians and the student move back, within one year, to the residence in the school district from whence they moved, the student will be eligible only at the high school which the student attended prior to any change of residence. **Revised 2008**

NOTE: Students shall be eligible at the first school they choose to enroll in following a bona-fide move. All eligibility rules, age, enrollment, eight semester rule, and scholastic/academic eligibility rules shall apply.

- H. **GUARDIANSHIP.** A student who transfers under guardianship from a school out-of-state or from one high school to another within the state, shall become eligible for interscholastic athletics provided the following criteria is met:
1. There is a legal transfer of guardianship.
 2. The named guardian resides in the school district.
 3. The court has ruled that the parents are not competent to care for the student.
 4. There has been a judicial termination of parental rights.
- I. As far as residence is concerned, a student is considered eligible at a high school in a district in which the student’s parents reside, with one exception. **The exception:** When a student transfers from one accredited high school to another accredited high school in the same district the student shall not be eligible for athletic competition for a period of one year without a move of the parents to the corresponding attendance area. Should the parents currently reside in the corresponding attendance area, the student would gain their athletic eligibility through athletic open enrollment. **NOTE:** This regulation does not apply to students who transfer pursuant to the provisions set forth in sub-section (N).
- J. The eligibility of a student is not affected by a transfer from a school that closes. A student living in a district that does not support and maintain a high school may be declared eligible at a high school that regularly serves that district to which the student commutes daily.
- K. **DUAL RESIDENCE** Under no circumstances can a student have more than one residence for eligibility purposes. In cases where parents establish dual residency, a student’s eligibility shall be at the first school enrolled at the onset of the 9th grade year.
- L. **DIVORCED – SEPARATED PARENTS:** In cases of legal divorce, court ordered legal separation, or court ordered separate maintenance pending a legal divorce or court ordered placement, the student shall be eligible at:
1. The school that is located in the district where the residency exists of the parent with court ordered legal custody of the student.
 2. In the event of joint custody, the student shall be eligible at the school that is located in the district where the residency exists of the parent with court ordered physical custody of the student or court ordered placement of the student.
 3. If neither parent has court ordered legal or physical custody of the student, “parent” means the person with legal or permanent custody or the person or entity the student is placed with by the government agency with legal or permanent custody.
 4. If no person or government agency has court ordered legal custody, “parent” shall mean the first parent the student chooses to live with after the legal divorce, court ordered legal separation or court ordered separate maintenance pending a legal divorce. **Revised 2008**
- M. **OUT-OF-STATE TUITION STUDENTS.** Students who transfer from an adjacent state whose school district has a common border with a South Dakota school district, pursuant to the provisions set forth in SDCL 13-36-7, for whom tuition is paid by either the student’s home school district or state, shall be eligible for interscholastic athletics even though there is no corresponding move by the student’s parents or legal guardian. In such cases, eligibility is applicable to the initial transfer only. Any subsequent transfer shall render the student ineligible for one year.
- N. **TRANSFER OF ATHLETIC ELIGIBILITY FOR SDHSAA OPEN ENROLLMENT STUDENTS.** Any student who transfers from a member high school to another member high school shall be eligible to participate in interscholastic athletics provided such student has met the standards for SDHSAA athletic open enrollment as defined in the following paragraph: **(Amended 6-8-17)**

1. SDHSAA athletic open enrollment students transferring from one high school to another must have the school (s)he leaves file a transcript of credits with the principal of the school to which (s)he is transferring. Until such transcript is filed the student is ineligible.
 In order for SDHSAA athletic open enrollment students to be eligible immediately for participation in interscholastic athletics of the SDHSAA, the student must both: (1) be enrolled on the first day of the school year at the school they are open enrolling to, and, (2) have not competed in any SDHSAA sanctioned athletic contest at the school they are open enrolling from during that school year's athletic season. Member schools must have the necessary athletic open enrollment papers filed with the SDHSAA office prior to allowing athletic open enrollment students the opportunity to play. Until such athletic open enrollment paperwork is filed, the student is ineligible.
2. For students who do not meet these criteria:
 - a. SDHSAA athletic open enrollment students enrolled in a SDHSAA member school which operates a five (5) day week shall become eligible on the forty-sixth (46th) scheduled day of school provided all other SDHSAA regulations are met. Member schools must have the necessary athletic open enrollment papers filed with the SDHSAA office prior to allowing athletic open enrollment students the opportunity to play. Until such athletic open enrollment paperwork is filed, the student is ineligible.
 - b. SDHSAA athletic open enrollment students enrolled in an SDHSAA member school which operates a four (4) day week shall become eligible on the thirty-seventh (37th) scheduled day of school provided all other SDHSAA regulations are met. Revised 2005 Member schools must have the necessary athletic open enrollment papers filed with the SDHSAA office prior to allowing athletic open enrollment students the opportunity to play. Until such athletic open enrollment paperwork is filed, the student is ineligible.
3. In addition, all such students must meet all other eligibility requirements.
4. For purposes of this Bylaw "standards for open enrollment" shall mean such standards authorized by a public school board as required by SDCL §13-28-40 through and including SDCL §13-28-47. In the case of a non-public school, such comparable standards and time-lines, as set forth in SDCL §13-28-40 through and including SDCL §13-28-47 would be applicable to such school.
5. In such cases, eligibility is applicable to the initial SDHSAA athletic open enrollment transfer only. Any subsequent SDHSAA athletic open enrollment transfer to another high school shall render the student ineligible for one year with one exception.

The exception: In the event a student returns to: (1) his/her former school; or (2) where his/her parents reside, the student will not be eligible until the beginning of the following school year.

NOTE: The open enrollment statutes SDCL §13-28-40 through §13-18-47 do not change the Bylaws of the SDHSAA. Thus Chapter II, Part I, Section 1, Sub-Sections (a) and (f) apply to sports eligibility for all open enrollment students.

- Once enrolled in a nonresident district or non-assigned school, the student may remain enrolled and is not required to resubmit annual applications.
- Students who open enroll from one school in a cooperative to the other school(s) in the same cooperative will not have to sit out the 45/36 school day waiting period providing all school(s) in the cooperative coop in all athletic activities in the same gender. Minutes-November 25, 2002

NOTE: See State Statutes section of Athletic Handbook for Open Enrollment Options between North Dakota and Minnesota.

- O. Any student granted eligibility pursuant to Article VII, Section 3, sub-section (j), page 18 (waiver of the transfer rule due to hardship) would not be eligible until the beginning of the following school year should the student return to his/her school or where his/her parents/guardians reside.

SECTION 2. PARENTS' CONSENT. Each school year each candidate for membership for any high school athletic team for interschool athletics shall have on file with the high school principal the written consent of the parents for athletic participation.

SECTION 3. HEALTH STATEMENT. Every student, before being allowed to participate in interscholastic athletics, must have passed a physical examination of a duration no longer than triennial. A pre-participation Interval Health History report must be completed annually.

Certification as to the adequacy of a student's health for athletic participation shall be restricted to a duly licensed doctor of medicine, doctor of osteopathy, doctor of chiropractic, physician's assistant or nurse practitioner, on official blanks furnished by the Executive Director/member school. The date of such required health certification shall be one of the entries on the annual report of student athletic participation made to the Executive Director by each member school.

SECTION 4. STUDENT'S OWN NAME. To be eligible a student must have always participated under his/her own name in all his/her athletic competition.

SECTION 5. HIGHER INSTITUTION PARTICIPATION. No student who has ever participated in athletics in any institution of learning of higher rank than standard secondary schools shall be eligible for athletic competition in a member school of this Association. **NOTE:** "High school seniors who have completed their high school eligibility in a

sport may participate in try-outs held on a college campus in that sport without jeopardizing remaining eligibility in other high school sports.”

SECTION 6. AMATEUR STANDING. A student shall be a true amateur in all recognized sports of this Association in order to compete in any sport so recognized. A student is governed by the amateur eligibility rules of that sport.

A student may be declared ineligible if he/she:

- A. Accepts cash, merchandise, compensation or illegal awards when competing in a sport sponsored by the Association beyond the monetary limits set in the SDHSAA Athletic Handbook.
- B. Enters into an agreement or contract to compete in professional sports.
- C. Received remuneration for coaching any SDHSAA approved sport during the season of the sport in his/her school.
- D. Received remuneration for the use of name, picture and/or personal appearance as an athlete in the promotion of a commercial or profit making event.

Amateur eligibility status is not affected under the following:

- A. If a student receives a stipend/fee for officiating a sport recognized by the SDHSAA.
- B. If his/her name or picture, or a team picture appears on a commercial profit making venture as long as the athlete receives no remuneration of any kind.
- C. If a student accepts an athletic scholarship to any institution of higher learning.

Should a student lose his/her amateur standing; he/she may be reinstated by the Board of Directors after the lapse of one year.

SECTION 7. NON-SCHOOL TEAM/INDIVIDUAL PARTICIPATION. A student who is a member of a high school team may not participate in that particular sport during the “in-season” time period on an independent or non-high school team or as a member of any “All-Star” team, or completely unattached on an individual basis.

(Approved Interpretation: Revised 2015) Violation of the above-listed team-membership rule, or any other action by a student wherein their team membership ceases causes the student to become subject to the following penalty structure:

- a. First Violation – violating athletes will be suspended for 25% of that season’s regularly scheduled varsity contests
- b. Second Violation – violating athletes will be suspended for the duration of that sport’s season
- c. The 25% figure as noted in the first violation would include suspensions and forfeitures as follows:
 - i. If the violation is discovered before any contests have been completed, the student simply is suspended for the next one-quarter of that season’s regularly-scheduled varsity-level contests (or time duration of such contests), to include post-season games if necessary to fulfill the one-quarter season length requirement.
 - ii. If the violation is discovered after contests have been played with an athlete who was ineligible due to violation, those contests played from date when the violation occurred through the date of discovery shall be forfeited.
 - iii. If season is concluded when an in-season violation is discovered, the final one-quarter of contests of that completed season will be forfeited.

SECTION 8. INTERSTATE COMPETITION. A student participating in a contest against a team from a school in another state, whether the contest is held in South Dakota or not, must be eligible under the Constitution and By-laws of the SDHSAA, in addition to any other requirements in the way of eligibility that the contest may involve. In interstate high school athletic contests involving teams from member schools of this Association, however, the rules of the National Federation of State High School Associations shall have precedence over the Constitution and Bylaws of the SDHSAA.

SECTION 9. STUDENT/COACH EJECTION FROM A CONTEST. Any student or coach ejected from an interscholastic contest by game officials will be ineligible for the next regularly scheduled contest at that level of competition and all other contests in the interim at any level of competition.

In the sport of football only, any player ejected/disqualified for specifically violating the provisions of “Illegal Personal Contact” as outlined in NFHS Rule 9-4-3, sub-sections (a) through (i) and (k) through (o):

- (a) Shall be disqualified only for the remainder of the current game if the foul occurs in the first half of a game, or,
- (b) Shall be disqualified from the remainder of the current game, as well as the first half of the next varsity contest, if the foul occurs in the second half of a game. Adopted 6-6-19

A second ejection that occurs during the same sport season shall cause that coach or athlete to be ineligible for the next four regularly scheduled contests at that level of competition and all other contests in the interim at any level of competition.

A third ejection that occurs during the same sport season shall cause that coach or athlete to be ineligible for all contests for the remainder of that specific sport season at all levels of competition. **Adopted 5-27-14**

If penalties are imposed at the end of a sport season and no contests remain, the penalty is carried over to the next school year to be served in that particular sport. If the ejected individual is in his or her senior year, the penalty shall instead carry over to their next scheduled varsity contest in any sport where the student has previously established team membership and is an active member of the team (the student may not join a sport at the end of a season in order to serve the suspension before the next season begins, they must have previously established team membership for the game suspension to count. The student may also not join a team and then not participate, solely for the purpose of serving the suspension. Example-

student is ejected the last contest of basketball season, joins track to serve the game suspension but is not an active member of the team- does not practice or compete). **Updated July 2023**

Student: Anytime a student-athlete is ejected from a contest, he/she is not allowed to participate for the remainder of that day. The student is also suspended from the next scheduled, rescheduled, or contracted date at that level of competition and all games/meets in the interim at other levels of competition. If the ejection occurs during the last regular season contest at the sub-varsity level, the student is suspended from all competition that day plus the next regular season contest at the varsity level or the first post-season contest, which ever occurs first.

NOTE: A suspended player may travel with the team, be in the locker room, sit on the sidelines, etc.; but may not be in uniform during the suspension.

Appeal: A student may appeal his/her disqualification to the SDHSAA if it can be verified that his/her actions did not contribute to the disqualification. A complete report must be sent to the Association for review. The decision of the Board of Directors, or its designee, shall be final.

When an ineligible athlete is allowed to participate in violation of this Bylaw, forfeiture of the contest is mandatory.

NOTE: In cases where an appeal has been requested by a student, the clause “his/her actions did not contribute to the disqualification” applies only to a student-athlete who was wrongfully ejected due to the recording of an incorrect number by the officials. Source: Minutes of the November 9, 1996 Board of Directors Meeting.

NOTE: If a change in schools occurs prior to the student or coach sitting out the one game suspension, it is expected that the new school will enforce the one-game suspension even in cases when said move does not occur until the next school year. Source: Minutes of the January 10-11, 2001 Board of Directors Minutes.

Coach: Anytime a coach is ejected from a contest, he/she is not allowed to coach for the remainder of that day. The coach is also suspended from the next scheduled, rescheduled or contracted date the level of competition in which the ejection occurred, as well as all contests in the interim at any level of competition. If the ejection occurs during the last regular season contest at the sub-varsity level, the coach is suspended from all competition that day plus the next regular season contest at the varsity level or the first post-season contest, which ever occurs first. **NOTE: Suspended coaches may not travel with the team or be at the venue during any contest(s) while under suspension.**

Appeal: A coach may appeal the penalty only when he/she is disqualified as a result of indirect unsportsmanlike conduct penalties being assessed and his/her actions did not contribute to the disqualification. The appeal will be heard by the SDHSAA. A complete report must be sent to the Association for review. The decision of the Board of Directors, or its designee, shall be final.

When an ineligible coach is allowed to participate in violation of this bylaw, forfeiture of the contest is mandatory.

SECTION 10. TERMINATION OF A CONTEST. If the head coach is ejected from the contest and an assistant coach or school administrator is not available to assume the coaching duties, the contest is terminated and forfeited to the opponent.

SECTION 11. CONTEST SUSPENDED BY OFFICIALS. When a contest ends prematurely because of unsportsmanlike conduct or behavior and the on-site officials award the game on the basis of the score or on the basis of forfeiture, one or both schools may be subjected to any, but not limited to, the following as determined by the Board of Directors: monetary fine, written censure, forfeiture, probation with competition, suspension.

PART II REGULATIONS GOVERNING LOCAL ADMINISTRATION OF ATHLETICS

SECTION 1. LICENSED OFFICIALS MANDATORY. No official shall be eligible to officiate in any SDHSAA inter-school varsity contests unless (s)he has met the licensing standards as established by the SDHSAA Board of Directors.

NOTE: SEE OFFICIALS REQUIREMENTS IN THE GENERAL SECTION OF THE ATHLETIC HANDBOOK.

SECTION 2. COACHES EDUCATION REQUIREMENTS. All athletic coaches in grades 9-12 in member schools are required to meet the educational standards as established by the Board of Directors.

SECTION 3. MANDATED TEAM PRACTICE. No member school shall participate in an athletic contest, in any sport, unless the team has had five days of practice. This regulation does not apply to individuals.

SECTION 4. RECORDS OF ATHLETIC PARTICIPATION. Each member school must keep in a record book provided by the Association a complete record of the athletic participation of each of its students and shall also enter such related data as may be specified by the Executive Director. On or before June 30 of each year each member shall submit to the Executive Director on blanks provided by him a complete report of the athletic participation of all students for the year. Failure to comply with this regulation suspends membership, and reinstatement requires the filing of the required report. Athletic contests with a school that had its membership suspended under this Bylaw are forbidden unless and until reinstatement is affected.

SECTION 5. AWARDS. The Board of Directors shall annually set the monetary value of awards which may be accepted by the athletes of member schools. A member school shall not give awards for athletic participation of any kind that have a value more than the amount set by the Board of Directors. Any student who accepts an award from any source for athletic

participation that has a value of more than the amount set by the board, except in the case of medals or other awards given or approved by the Association in connection with tournaments, meets, and other athletic contests, shall be ineligible for any further participation in athletic contests under the jurisdiction of this Association. This Bylaw has no bearing on sweaters or jewelry or other athletic trophies that may be purchased by the athlete's parents or bought by the student with money earned by the student.

The Board of Directors may waive the awards rule for non-school athletic events held during the summer months after school closes in the spring and before school opens in the fall. A student is restricted by the closing and opening dates of the school which the student attends.

SECTION 6. ANNUAL ELIGIBILITY REPORT. Prior to the start of any sport or fine arts activity, the high school principal or his/her designee shall verify to the coaching staff in each sport respectively and to the director of each fine arts activity respectively, that the students participating in those activities meet all the eligibility requirements set forth in Chapter I, Part IV, page 22, and Chapter II, Part I, page 24, of the Bylaws.

In the event an ineligible student is allowed to participate in an interscholastic contest, forfeiture will be automatic. Additionally, the Board of Directors shall determine other penalties as deemed appropriate.

On or before May 1, each high school principal or his/her designee shall submit to the Executive Director the Annual Athletic Eligibility Report Form listing the names and other pertinent data of all students who participated in interscholastic athletics for the school year just completed.

On or before May 1, each high school principal or his/her designee shall submit to the Executive Director the Annual Fine Arts Eligibility Report Form listing the names and other pertinent data of all students who participated in interscholastic fine arts activities for the school year just completed.

In the event a student becomes ineligible at any time during the school year, it shall be the duty of the high school principal or his/her designee to so inform the athletic coach or fine arts director at which time the student will be immediately withdrawn from all interscholastic competition.

SECTION 7. NO WAIVING OF BYLAWS OR RULES. None of the Bylaws or rules of this Association shall be waived by mutual agreement, or otherwise, for athletic contests between member schools or between a member school and a non-member school.

SECTION 8. EXPENSES FOR A VISITING TEAM. The amount of reimbursement to a visiting team shall be arranged between the officials of the schools concerned but must be decided upon in advance and made a part of the contract for the game or contest.

SECTION 9. NO UNIFORM ON NON-ELIGIBLES. In the vicinity of an athletic contest in which any member of this Association is participating, no ineligible student of a member school shall be permitted to wear an athletic uniform for the sport involved.

NOTE: It is a violation of this Bylaw whenever an ineligible player suits up for a contest regardless if the athlete does or does not play.

SECTION 10. BYLAWS AND RULES APPLY TO ALL ATHLETIC CONTESTS. The Bylaws and rules of this Association shall apply to all inter-school athletic contests of any and every kind sponsored or participated in by member schools.

SECTION 11. CANCELING CONTESTS. No school shall fail to have its team play or participate in a scheduled athletic game or contest without full agreement of the other school concerned or without, in case of failure in mutual agreement, getting the approval of the Executive Director for the cancellation. Except for bad weather or other emergency cause for a request for cancellation of a contest from the Executive Director such request shall be made at least one week in advance. Violation of this Bylaw forfeits the game or contest for the violating school and that school may be barred, by Board of Directors action, from athletic participation in the Association for one year.

PART III RULES AND PROVISIONS FOR TOURNAMENTS AND MEETS

SECTION 1. SANCTIONED MEETS. Sanction for all athletic and fine arts meets or tournaments involving non-member schools or out-of-state schools must be approved by the Executive Director, or his/her designee, of the SDHSAA.

For all out-of-state athletic and fine arts activities, the SDHSAA shall follow the standards and procedures as established by the National Federation of State High School Associations and the SDHSAA Board of Directors.

SECTION 2. ELIMINATION TOURNAMENTS AND MEETS. The Board of Directors shall have jurisdiction over all Association district and region tournaments and meets and shall divide the state appropriately for such tournaments and meets. The Board of Directors shall have the right to levy percentage assessment upon the gate receipts of any or all classes of elimination tournaments, the money from which shall be placed in the treasury of the Association.

SECTION 3. DELEGATED MANAGEMENT OF TOURNAMENTS AND MEETS. The Board of Directors shall delegate the immediate management of district and region tournaments and meets to committees of school officials from the schools concerned with each; and shall give such committees power to handle all details connected with each; provided the tournament or meet in each case shall be operated in accordance with these Bylaws and rules.

SECTION 4. BASIC PLANS FOR CONTESTS LEADING TO STATE CHAMPIONSHIPS. The basic plans for dividing the schools into more than one class and providing tournaments and meets leading to state championships shall be determined by the association and may be amended by the same methods as used in amending other Bylaws. The basic plans shall be published by the Board of Directors and sent to all member schools. These shall include, in addition to the details of the basic plans, the supplementary rules and regulations of the Board of Directors for implementing the basic plans.

When dividing the membership into classes for the purpose of competition, the Board of Directors shall use Average Daily Membership figures based upon the ADM in grades 9, 10 and 11. A copy of the enrollment data will be received from the Department of Education by the Executive Director of the South Dakota High School Activities Association on the first Friday in December of each reclassification/alignment year. Reclassification and alignments for all sports and fine arts activities shall be done at the same time so that the two-year periods are concurrent for all activities.

In the years of reclassification the Executive Director will receive the ADM's on the first Friday in December and formulate plans of alignments and disseminate to the membership on or before the 15th day of February to receive input into the staff alignment plans. The Board of Directors will make its final decision at the regular meeting held in February/March. For activities in which there is no basic plan included in these Bylaws, the Board of Directors shall have authority to set up classifications and make assignment of schools to districts, sections or regions as it deems necessary.

SECTION 5. STATE TOURNAMENTS AND MEETS. The Board of Directors and the Executive Director shall have immediate charge and control of all state tournaments and meets of the association and shall place in the treasury of the association the receipts there from and shall pay from the treasury of the association the necessary expenses involved.

SECTION 6. TEAMS NOT TO BE WITHDRAWN. Any member school that has a team qualified to enter an association tournament, or which has entered such a tournament, to which tournament team expenses are paid from the receipts, cannot withdraw such team from the tournament, except for causes beyond the school's control. The penalty for violation of this Bylaw shall be expulsion from the Association.

SECTION 7. TOURNAMENTS AND MEETS INVOLVING NON-MEMBERS. Member schools may sponsor dual contests, tournaments and meets; and eligible students from member schools may participate in said dual contests, tournaments and meets in which there are participating pupils from non-member schools provided said duals, tournaments or meets are approved in advance by the Executive Director.

SECTION 8. PARTICIPATING SCHOOL RESPONSIBILITY. Member schools shall use all reasonable precaution to insure proper conduct on the part of all respective students attending tournaments and shall assume definite responsibility toward the conduct of such students both at large and individually.

**TRANSFERS TO CHEYENNE-EAGLE BUTTE, CROW CREEK, FLANDREAU INDIAN,
MARTY INDIAN, PINE RIDGE, ST. FRANCIS, TODD COUNTY**
Addendum to Chapter II, Part I, Section I
Adopted by the Board of Directors on June 8, 2005, Amended

A student who transfers to a twenty-four (24) hour Bureau of Indian Education (BIE) boarding school which is partially or wholly funded by ISEP (Indian Student Equalization Program): Cheyenne-Eagle Butte, Crow Creek, Flandreau Indian, Marty Indian, Pine Ridge, St. Francis or Todd County High School (students residing in Sicangu Owayawa Oti), from an SDHSAA non-member school, would be eligible for participation after ten (10) school days provided they meet all eligibility requirements as per SDHSAA Constitution and Bylaws, Part IV-Student Eligibility for Fine Arts and Athletic Participation, pages 22-23. This would apply to the initial transfer only.

ADMINISTRATIVE PROCEDURE POLICY
PERTAINING TO ARTICLE VI, SECTION 1
ADOPTED July 1, 1988
ADMINISTRATORS WITH DUAL RESPONSIBILITY

The seats on the Board of Directors representing the school administrative positions must be represented by a person from the appropriate administrative position; a superintendent/CEO or assistant superintendent/CEO is considered a superintendent and would be eligible for only those seats open to superintendents; a principal/ assistant or vice principal is considered a principal and would be eligible only for those seats open to principals; an assistant or vice principal/athletic or activities director who devotes time to athletics/activities would be eligible for the seats open to athletic/activities directors; athletic/activities directors who teach would be eligible for those seats open to athletic/activities directors. The intent of this procedure is to assume that all administrative levels will be fairly represented on the Board of Directors pursuant to the ratio system set forth in Article VI, Section 1.

**ROTATION FOR FILLING FUTURE VACANCIES
ON THE BOARD OF DIRECTORS**

1. **Division I Representative:** Largest schools with one-fourth of the school enrollment in grades 9-11
 - Currently held by **TBD, TBD** High School
 - Election to be held during the 2024-25 school year
 - Term: July 1, 2025 – June 30, 2030
 - To be filled by an Athletic Director

2. **Division II Representative:** Schools with one-fourth of the school enrollment in grades 9-11
 - Currently held by Dr. Jeff Danielsen, Watertown School District
 - Election to be held during 2026-2027 school year
 - Term: July 1, 2027 - June 30, 2032
 - To be filled by a Superintendent

3. **Division III Representative:** Schools with one-fourth of the school enrollment in grades 9-11
 - Currently held by **TBD, TBD High School**
 - Election to be held during 2027-28 school year
 - Term: July 1, 2028 - June 30, 2033
 - To be filled by a Principal

4. **Division IV Representative:** Smallest schools with one-fourth of the school enrollment in grades 9-11
 - Currently held by Eric Denning, Mt. Vernon High School
 - Election to be held during the 2025-2026 school year
 - Term: July 1, 2026 – June 30, 2031
 - To be filled by a Superintendent

5. **Large School Group Board of Education:** Largest schools which comprises one-half of the school enrollment in grades 9-11
 - Currently held by Randy Hartmann, Pierre School District
 - Election to be held during 2027-28 school year
 - Term: July 1, 2028 - June 30, 2033
 - To be filled by a Large School Group Board of Education Member

6. **Small School Group Board of Education:** Smallest schools which comprises one-half of the school enrollment in grades 9-11
 - Currently held by Marty Weismantel, Groton Area School District
 - Election to be held during the 2024-2025 school year
 - Term: July 1, 2025 – June 30, 2030
 - To be filled by a small school group board of education member

7. **East River At-Large:** Any school located east of the Missouri River. The physical location of the high school shall determine whether said school district is east river
 - Currently held by Tom Culver, Avon High School
 - Election to be held during 2024-25 school year
 - Term: July 1, 2025 - June 30, 2030
 - To be filled by a Principal

8. **West River At-Large:** Any school located west of the Missouri River. The physical location of the high school shall determine whether said school district is West River
 - Currently held by Kelly Messmer, Harding County High School
 - Election to be held during 2023-24 school year
 - Term: July 1, 2024 - June 30, 2029
 - To be filled by a Superintendent

9. **Native American At Large:** Native American School shall be defined as any SDHSAA member school with a Native American student population of at least 50% in grades 9-12 as determined by the SD Department of Education.
 - Currently held by Dani Walking Eagle, St. FrancisHigh School
 - Election to be held during the 2023-2024 school year
 - Term: July 1, 2024-June 30, 2029
 - To be filled by an Athletic/Activities Director

PROCEDURE FOR FILLING A VACANCY

When filling a vacancy on the Board of Directors, should the length of term to be filled:

- A. equal or exceed two (2) years, the position will be filled via election with the elected person unable to run for re-election,
- B. be less than two (2) years and more than one (1) year, the position will be filled by appointment with the appointed person able to run for election should his/her position on the Board of Directors be the vacant position,
- C. be less than one (1) year, the position may be filled by appointment with the appointed person able to run for election should his/her position on the Board of Directors be the vacant position.

IMPLEMENTATION OF THE RATIO SYSTEM

RATIO: First digit represents Superintendents/CEO's
 Second digit represents Principals
 Third digit represents Athletic/Activity Directors

YEAR	Ratio	Div. I	Div. II	Div. III	Div. IV	E. River	W. River	NA
2023-24	2:3:2	Prin.	Supt	*Prin.	A.D.	Supt.	A.D.	Prin.
2024-25	3:2:2	Prin.	Supt.	Prin.	A.D.	Supt.	*Supt.	*A.D.
2025-26	2:2:3	*A.D.	Supt.	Prin.	A.D.	*Prin.	Supt.	A.D.
2026-27	3:2:2	A.D.	Supt.	Prin.	*Supt.	Prin.	Supt.	A.D.
2027-28	2:3:2	A.D.	*Prin.	Prin.	Supt.	Prin.	Supt.	A.D.
2028-29	2:2:3	A.D.	Prin.	*A.D.	Supt.	Prin.	Supt.	A.D.
2029-30	2:3:2	A.D.	Prin.	A.D.	Supt.	Prin.	*Prin.	*Supt.
2030-31	3:2:2	*Supt.	Prin.	A.D.	Supt.	*A.D.	Prin.	Supt.
2031-32	2:3:2	Supt.	Prin.	A.D.	*Prin.	A.D.	Prin.	Supt.
2032-33	2:2:3	Supt.	*A.D.	A.D.	Prin.	A.D.	Prin.	Supt.
2033-34	3:2:2	Supt.	A.D.	*Supt.	Prin.	A.D.	Prin.	Supt.
2034-35	2:2:3	Supt.	A.D.	Supt.	Prin.	A.D.	*A.D.	*Prin.
2035-36	2:3:2	*Prin.	A.D.	Supt.	Prin.	*Supt.	A.D.	Prin.
2036-37	2:2:3	Prin.	A.D.	Supt.	*A.D.	Supt.	A.D.	Prin.
2037-38	3:2:2	Prin.	*Supt.	Supt.	A.D.	Supt.	A.D.	Prin.
2038-39	2:3:2	Prin	Supt	*Prin	A.D.	Supt	A.D.	Prin
2039-40	3:2:2	Prin	Supt	Prin	A.D.	Supt	*Supt	*A.D.
2040-41	2:2:3	*A.D.	Supt	Prin	A.D.	*Prin	Supt	A.D.
2041-42	3:2:2	A.D.	Supt	Prin	*Supt	Prin	Supt	A.D.

*The asterisk indicates the beginning of a new term.

Highlight indicates final year of term, election to be held for that position

SDHSAA Goal Update- July 2023

<u>Goal #</u>	<u>Goal</u>	<u>Items Completed</u>	<u>Items Remaining/In-Progress</u>	<u>Est. Completion Date</u>
1.)	<i>Study and make recommendations on changes to management fees and new revenue, to include a bid process for SDHSAA state events, set fees for Sub-state contests, and exploring new revenue streams with the goal of</i>	<p>*Review state event bid process documents from neighboring states</p> <p>*Analyze minimum bid costs for different events.</p> <p>*Review sub-state expenses to look for norms and exceptions</p> <p>*Secure merchandise contract with the intent of distributing income in the form of state event management fees</p> <p>*Develop new state event management fees with merchandise contract income</p>	<p>Get bids on completion of an economic impact study.</p> <p>Board approval to complete economic impact study</p> <p>Complete economic impact study</p> <p>Explore avenues for bid possibilities</p>	

<u>Goal #</u>	<u>Goal</u>	<u>Items Completed</u>	<u>Items Remaining/In-Progress</u>	<u>Est. Completion Date</u>
2.)	Explore new SDHSAA Sports/Activites	<p>*Discuss new sports with area Superintendent groups</p> <p>*Foster communication between schools interested in the new sports</p> <p>*Work with PlayVS to determine current participation in E-Sports within South Dakota Schools</p> <p>*Gather information from other states regarding initial implementation of E-Sports and Softball</p> <p>*Review survey data from Dr. Krogstrand's dissertation</p> <p>* Develop recommendations through AD advisory</p> <p>*Board Approval for Steering Committees in Softball and E-Sports</p>	<p>*Begin process of discussing baseball with schools</p> <p>E-Sports Pilot Year</p> <p>E-Sports Advisory Committee</p> <p>E-Sports Implementation 2024</p>	July of 2023

*Hold steering committee meetings for preliminary implementation plans

*Make recommendations to Board of Directors on additions of new sports/activities

*Present Board with draft frameworks in November 2021 and January 2022

*Foster communication between interested schools and the SDHSAA staff and board

*Develop model process for the addition of sports/activities

Present new sports/activities model to board for approval

<u>Goal #</u>	<u>Goal</u>	<u>Items Completed</u>	<u>Items Remaining/In-Progress</u>	<u>Est. Completion Date</u>
3.)	Develop officials/adjudicators recruiting partnerships with high schools, post-secondary organizations, and professional associations across South Dakota.	*Develop partnerships with post-secondary institutions regarding officiating * Present Board with options for floor pay, riding time, etc.		July of 2023

*RefReps partership for high school
curriculum

4.)	Develop a sportsmanship initiative concerning fan, coach, and participant behavior in SDHSAA sanctioned sports and activities	Seek out and highlight school initiatives	June of 2023
		Work with Student Council state advisory on implementation ideas	
		Utilize the NFHS "Bench Bad Behavior" initiative	
		SDHSAA Fan Ejection Policy	

5.)	Convene a calendar committee to study SDHSAA state event dates	*Present Committee Makeup to Board of Directors	*Seek input from committees and membership	January of 2024
		*Establish framework of Committees	*Present recommendations to Board of Directors	

6.)	Convene a classification committee to study enrollment cutoffs for classification across all sanctioned sports and activities	*Present Committee Makeup to Board of Directors	*Seek input from committees and membership	January of 2024
		*Establish framework of Committees	*Present recommendations to Board of Directors	

SDHSAA
Revenue Budget
 Blank 2023-2024

Revenue Budget	2022-2023 Budgeted	2022-2023 YTD	2023-2024 Budgeted	2023-2024 Increase (Decrease)
4100.00 State Event Revenue				
4101.00 Boys "B" Basketball- Aberdeen	148,750.36	152,550.00	160,000.00	11,249.64
4102.00 Basketball "A" Boys- Rapid City	170,000.00	129,175.00	150,000.00	-20,000.00
4103.00 Basketball "AA" Boys- Sioux Falls	100,000.00	128,175.00	170,000.00	70,000.00
4104.00 Girls "B" Basketball- Rapid City	80,000.00	95,060.00	100,000.00	20,000.00
4105.00 Basketball "A" Girls- Brookings	75,000.00	93,800.00	90,000.00	15,000.00
4106.00 Basketball "AA" Girls- Pentagon	75,000.00	64,145.00	75,000.00	0.00
4109.00 Football	205,000.00	253,175.00	245,000.00	40,000.00
4110.00 Gymnastics- Pierre	12,000.00	12,645.00	13,000.00	1,000.00
4111.00 Track and Field- Sioux Falls	176,000.00	202,662.10	200,000.00	24,000.00
4113.00 All-State Chorus & Orchestra- Rapid City	65,000.00	66,735.00	53,000.00	-12,000.00
4114.00 All-State Band- Pierre	8,500.00	9,270.00	9,000.00	500.00
4116.00 Cheer & Dance- Sioux Falls	25,000.00	31,439.00	40,000.00	15,000.00
4118.00 Cross Country- Sioux Falls	25,124.17	36,200.00	40,000.00	14,875.83
4119.00 Soccer- Brandon Valley	25,000.00	24,328.00	30,000.00	5,000.00
4120.00 All-State Jazz Band- Aberdeen	5,000.00	3,290.00	5,000.00	0.00
4122.00 Combined "B" & "A" Wrestling- Sioux Falls	225,000.00	188,755.00	260,000.00	35,000.00
4123.00 Combined Volleyball- Rapid City	185,000.00	249,715.00	160,000.00	-25,000.00
4125.00 Student Council- Rapid City	90,000.00	51,020.00	70,000.00	-20,000.00
4126.00 Softball- Aberdeen	75,000.00	44,055.00	60,000.00	-15,000.00
Total 4100.00 State Event Revenue \$	1,770,374.53 \$	1,836,194.10 \$	1,930,000.00	159,625.47
4200.00 Sponsorship Revenue				
4201.00 Televised State Championships	106,000.00	106,000.00	108,000.00	2,000.00
4202.00 Ball Bids	50,000.00	50,000.00	50,000.00	0.00
4203.00 Corporate Program	312,500.00	313,148.65	312,500.00	0.00
4204.00 Televised Sub-State Events	35,000.00	36,622.00	35,000.00	0.00
4205.00 E-Ticketing	-	384.00	-	0.00
4206.00 ALLIANCE HIGHWAY SAFETY	-	-	-	0.00
4207.00 Merchandise Partner	90,000.00	110,642.15	105,000.00	15,000.00
Total 4200.00 Sponsorship Revenue \$	593,500.00 \$	616,796.80 \$	610,500.00	17,000.00
4300.00 Sub-State Event Revenue				
4301.00 Girls Basketball Sub-State	75,000.00	99,807.00	82,500.00	7,500.00
4302.00 Boys Basketball Sub-state	130,000.00	125,807.00	130,000.00	0.00
4303.00 Football Sub-State	75,000.00	80,429.80	75,000.00	0.00
4304.00 Wrestling Sub-State	9,500.00	10,776.00	10,000.00	500.00
4305.00 Volleyball Sub-State	70,000.00	74,250.50	70,000.00	0.00
4306.00 Softball Sub-State	20,000.00	2,352.00	2,500.00	-17,500.00
Total 4300.00 Sub-State Event Revenue \$	379,500.00 \$	393,422.30 \$	370,000.00	-9,500.00
4400.00 Fee Revenue				
4401.00 Participation Fees	-	-	-	0.00
4402.00 Postage	-	-	-	0.00
4403.00 NF News/Student Press Pass	-	-	-	0.00
4404.00 Sub-State Broadcast Media Fee	-	-	-	0.00
Total 4400.00 Fee Revenue \$	0.00 \$	0.00 \$	0.00	0.00

4500.00 General Revenue

4501.00 Music Supplies	150.00	521.00	\$ 350.00	200.00
4503.00 Coaches Clinic	-	-		0.00
4504.00 Membership Dues	-	-		0.00
4505.00 Rule Books/Publications	30,000.00	33,558.00	30,000.00	0.00
4506.00 Registration of Officials	66,000.00	79,350.56	71,000.00	5,000.00
4507.00 Penalties & Fines	8,000.00	5,565.00	8,000.00	0.00
4512.00 Sale of Medals	2,300.00	2,315.55	2,000.00	-300.00
4513.00 Miscellaneous	20,867.00	62,298.35	26,598.53	5,731.53
4516.00 Speech Ad Revenue	-	-	-	0.00
4517.00 Speech Programs/Shirts	500.00	-	-	-500.00
4518.00 Music Program Ad Sales	-	1,000.00	1,000.00	1,000.00
Total 4500.00 General Revenue \$	127,817.00	\$ 184,608.46	\$ 138,948.53	11,131.53

4600.00 Non-Operating Income Revenue

4602.00 Interest Income	-	-	-	0.00
4607.00 Contributions & Donations	-	-	-	
4611.00 PPP Loan	-	-	-	
4612.00 Business Grant Round 2	-	-	-	0.00
Total 4600.00 Non-Operating Income Revenue \$	0.00	\$ 0.00	\$ 0.00	0.00

Total Income \$2,871,191.53 \$3,031,021.66 \$ 3,049,448.53 \$ 178,257.00

SDHSAA
G&A Expense Budget
 Blank 2023-2024

	2022-2023 Budgeted	2022-2023 Actual	2023-2024 Budgeted	2023-2024 (Increase) Decrease
G&A Expenses				
5100 Salaries				
5110.00 Regular Salaries	795,188.85	819,408.21	850,196.32	(55,007.47)
5120.00 Temporary Salaries	19,309.37	-	19,309.37	-
Total 5100 Salaries \$	814,498.22 \$	819,408.21 \$	869,505.69 -\$	55,007.47
5200.00 Employee Benefits				
5210.00 Social Security	60,831.95	61,104.74	65,040.02	(4,208.07)
5220.00 South Dakota Retirement Systems	47,711.33	51,054.26	52,170.34	(4,459.01)
<u>5230.00 Hospital Insurance</u>	200,922.60	193,199.10	220,374.68	(19,452.08)
5232.00 Dental Insurance	5,000.00	5,529.60	5,500.00	(500.00)
5233.00 Employer Sponsored Group Life Insurance	378.00	205.12	378.00	-
5240.00 Workmen's Compensation	2,695.00	2,653.00	2,695.00	-
5290.00 Supplemental Medical	4,800.00	-	4,800.00	-
Total 5200.00 Employee Benefits \$	322,338.88 \$	313,745.82 \$	350,958.04 -\$	28,619.16
5300.00 Purchased Services				
5311.00 Legal Costs and Fees/Lobbyist	18,000.00	701.00	18,000.00	-
5312.00 403(b) Retirement Advisor	-	-	-	-
5313.00 Legislative Audit	25,000.00	27,217.50	25,000.00	-
5314.00 Clinicians-Coaches Clinic	5,000.00	5,000.00	5,000.00	-
5316.00 Test Supervisor	200.00	-	200.00	-
5317.00 Appeals Committees	200.00	-	200.00	-
5319.00 Section V Meeting	3,000.00	1,287.35	3,000.00	-
5320.00 11 States Meeting	1,500.00	528.19	1,500.00	-
5321.00 Utilities	7,200.00	7,087.14	7,200.00	-
5323.00 Maintenance & Repairs	8,000.00	19,177.69	8,000.00	-
5324.00 Technology	45,000.00	21,231.19	60,000.00	(15,000.00)
5325.00 Staff In-Service	2,000.00	114.74	2,000.00	-
5326.00 Snow Removal/Lawn Care	1,600.00	3,130.41	2,000.00	(400.00)
5327.00 Midwest Band Clinic	1,500.00	817.99	1,500.00	-
5329.00 NFHS - Music/Speech Meeting	1,200.00	516.08	1,500.00	(300.00)
5330.00 NIAAA Meeting	-	1,341.08	1,000.00	(1,000.00)
5331.00 NF Summer Meeting	27,000.00	22,184.13	27,000.00	-
5332.00 NF Winter Meeting	1,500.00	2,577.29	1,500.00	-
5333.00 NF Legal Meeting	2,000.00	1,084.60	2,000.00	-
5334.00 Staff Travel	40,000.00	47,119.26	40,000.00	-
5335.00 Board of Directors Travel	25,000.00	27,928.83	25,000.00	-
5336.00 Advisory/Ad Hoc Com./Officials	5,000.00	5,442.73	5,000.00	-
5337.00 Dues - Wrestling Association	1,100.00	800.00	1,100.00	-
5338.00 Dues - Basketball Association	5,000.00	4,980.00	5,000.00	-
5339.00 Dues - Volleyball Association	2,300.00	2,280.00	2,300.00	-
5340.00 Telephone	10,400.00	7,629.78	10,400.00	-
5341.00 Postage & Permit Mail	23,000.00	24,371.09	25,000.00	(2,000.00)
5342.00 United Parcel Service	4,000.00	3,082.55	4,000.00	-
5343.00 State Officials Council	13,000.00	13,733.00	13,000.00	-
5344.00 Internet/Cable	2,500.00	1,855.05	2,500.00	-
5345.00 Midwest Official's Summit	1,500.00	953.01	1,500.00	-
5346.00 Dues - Football Association	4,200.00	4,280.00	4,200.00	-
5347.00 Dues - Gymnastics Association	380.00	310.00	380.00	-
5351.00 State Event Directors Reception	1,000.00	-	1,000.00	-
5354.00 NASO Meeting	2,000.00	-	2,000.00	-
5355.00 Media	250.00	-	250.00	-
5356.00 Officials Gifts	1,500.00	-	1,500.00	-
5357.00 State Event Directors/Corp Gift	6,000.00	4,930.69	6,000.00	-
5358.00 FB Rules Meeting	1,500.00	-	1,500.00	-
5359.00 SDIAAA	2,000.00	5,322.40	2,000.00	-
5360.00 Commercial Printing	20,000.00	20,055.10	20,000.00	-
5362.00 Printing - Officials	-	-	-	-
5364.00 NFOA Membership @ \$17.00	20,000.00	20,536.00	20,000.00	-
5365.00 Catastrophic/Liability Ins.	147,784.80	157,534.80	147,784.80	-
5368.00 State Officials Coordinator	13,000.00	8,800.00	13,000.00	-
5369.00 Professional Accounting Services	3,000.00	3,539.54	3,000.00	-
5370.00 Technology Conference	-	1,024.52	1,000.00	(1,000.00)
5371.00 NSDA National Conference	-	-	-	-
5372.00 Professional Cleaning Services	9,360.00	7,875.00	8,500.00	860.00
5390.00 Miscellaneous	30,000.00	67,353.05	30,000.00	-
Total 5300.00 Purchased Services \$	544,674.80 \$	555,732.78 \$	563,514.80 -\$	18,840.00

5400.00 Supplies & Materials

5410.00 Office Supplies	6,200.00	7,328.07	6,200.00	-
5411.00 Custodial Supplies	750.00	106.62	300.00	450.00
5412.00 Subscriptions	2,400.00	835.25	1,200.00	1,200.00
5414.00 Rule Books	42,000.00	41,771.12	42,000.00	-
5416.00 Distinguished Service Awards	600.00	780.00	800.00	(200.00)
5417.00 Inventory of Medals	1,200.00	101.00	1,200.00	-
Total 5400.00 Supplies & Materials \$	53,150.00 \$	50,922.06 \$	51,700.00 \$	1,450.00

5600.00 Other Objects

5640.00 NF Dues/NF Foundation	2,500.00	2,500.00	2,500.00	-
5647.00 Travel Accident Insurance	1,957.00	950.00	2,000.00	(43.00)
5649.00 D & O Liability Insurance	12,239.70	12,239.70	12,589.00	(349.30)
5650.00 Excess Liability Insurance	4,073.00	4,073.00	4,470.00	(397.00)
5651.00 GenLib/ParticipantLiab/Auto	15,857.00	15,857.00	15,857.00	-
5652.00 Surety Bond	721.00	736.00	736.00	(15.00)
5658.00 Car Liability Insurance	6,376.00	6,376.00	6,716.00	(340.00)
5659.00 Ins. Office and Contents	5,696.93	8,643.00	8,643.00	(2,946.07)
5664.00 General Liability Insurance - Member Schools	21,029.00	21,029.00	21,029.00	-
Total 5600.00 Other Objects \$	70,449.63 \$	72,403.70 \$	74,540.00 -\$	4,090.37

5900.00 Officials Observations

5910.00 Officials Observation	20,000.00	12,020.00	20,000.00	-
Total 5900.00 Officials Observations \$	20,000.00 \$	12,020.00 \$	20,000.00 \$	0.00

8500.00 Non Operating Expenses

8540.00 Capital Expenditures - Equipment	\$ -	-	-	-
Total 8500.00 Non-Operating Expenses \$	0.00 \$	0.00 \$	0.00 \$	0.00

Total G&A Expenses \$ 1,825,111.53 \$ 1,824,232.57 \$ 1,930,218.53 \$ (105,107.00)

SDHSAA
Athletics Expense Budget
 Blank 2023-2024

Athletic Expenses	2022-2023 Budgeted	2022-2023 Actual	2023-2024 Budgeted	2023-2024 (Increase) Decrease
6050.00 Basketball "AA" Boys				
6051.00 Officials - Boys "AA" Basketball	9,000.00	15,434.28	9,000.00 \$	0.00
6052.00 Management Fee - Boys "AA" Basketball	10,000.00	10,000.00	10,000.00 \$	0.00
6053.00 Arena Rent/Facilities Fee/Custodial - Boys "AA" Basketball	22,000.00	21,343.55	70,000.00 -\$	48,000.00
6054.00 Team Expenses - Boys "AA" Basketball	-	-	-	0.00
6055.00 Tournament Bands - Boys "AA" Basketball	300.00	300.00	450.00 -\$	150.00
6057.00 Awards - Boys "AA" Basketball	2,500.00	2,016.00	2,500.00 \$	0.00
6058.00 Tickets/Passes - Boys "AA" Basketball	5,000.00	5,338.20	12,000.00 -\$	7,000.00
Total 6050.00 Combined "AA" Boys \$	48,800.00 \$	54,432.03 \$	103,950.00 -\$	55,150.00
6110.00 Basketball "AA" Girls				
6111.00 Officials - Girls "AA" Basketball	10,000.00	12,235.13	10,000.00 \$	0.00
6112.00 Management Fee - Girls "AA" Basketball	-	-	-	0.00
6113.00 Rent/Custodial/Facility Fees - Girls "AA" Basketball	28,100.00	36,527.53	28,100.00 \$	0.00
6114.00 Team Expenses - Girls "AA" Basketball	-	-	-	0.00
6115.00 Tournament Bands - Girls "AA" Basketball	300.00	150.00	450.00 -\$	150.00
6117.00 Awards - Girls "AA" Basketball	2,500.00	2,016.00	2,500.00 \$	0.00
6118.00 Tickets/Passes - Girls "AA" Basketball	5,000.00	756.16 \$	5,000.00 \$	0.00
Total 6110.00 Girls "AA" Basketball \$	45,900.00 \$	51,684.82 \$	46,050.00 -\$	150.00
6030.00 Basketball "A" Boys				
6031.00 Officials - Boys "A" Basketball	10,500.00	12,753.90	10,500.00	-
6032.00 Management Fee - Boys "A" Basketball	10,000.00	10,000.00	10,000.00	-
6033.00 Arena Rent, Facilities Fee & Custodial - Boys "A" Basketball	75,000.00	77,396.66	23,000.00	52,000.00
6034.00 Team Expenses - Boys "A" Basketball	-	-	-	-
6035.00 Tournament Bands - Boys "A" Basketball	300.00	450.00	450.00	(150.00)
6037.00 Awards - Boys "A" Basketball	2,500.00	2,016.00	2,500.00	-
6038.00 Tickets - Boys "A" Basketball	13,000.00	9,760.00	7,200.00	5,800.00
Total 6030.00 Boys "A" Basketball \$	111,300.00 \$	112,376.56 \$	53,650.00 \$	57,650.00
6090.00 Basketball "A" Girls				
6091.00 Officials - Girls "A" Basketball	10,500.00	13,785.42	10,500.00	-
6092.00 Management Fee - Girls "A" Basketball	10,000.00	10,000.00	10,000.00	-
6093.00 Arena Rent, Facilities Fee & Custodial - Girls "A" Basketball	3,000.00	1,500.00	3,000.00	-
6094.00 Team Expenses - Girls "A" Basketball	-	-	-	-
6095.00 Tournament Bands - Girls "A" Basketball	450.00	150.00	450.00	-
6097.00 Awards - Girls "A" Basketball	2,500.00	2,016.00	2,500.00	-
6098.00 Tickets - Girls "A" Basketball	-	275.00	-	-
Total 6090.00 Girls "A" Basketball \$	26,450.00 \$	27,726.42 \$	26,450.00 \$	0.00
5990.00 Combined "A" & "B" Wrestling				
5991.00 Officials - Combined "B" & "A" Wrestling	25,000.00	48,673.03	25,000.00	-
5992.00 Management Fee - Combined "B" & "A" Wrestling	24,500.00	24,500.00	24,500.00	-
5993.00 Floor Removal/5% Gross/Custodial - Combined "B" & "A" Wres	25,000.00	28,132.12	70,000.00	(45,000.00)
5994.00 Team Expenses - Combined "B" & "A" Wrestling	-	-	-	-
5995.00 Awards - Combined "B" & "A" Wrestling	4,000.00	4,572.00	4,500.00	(500.00)
5996.00 Tickets/Passes/BoxOffice/Surcharge - Combined "B" & "A" Wre	12,000.00	-	10,500.00	1,500.00
5997.00 Track Wrestling - Combined "B" & "A" Wrestling	16,000.00	7,662.90	16,000.00	-
Total 5990.00 Combined "A" & "B" Wrestling \$	106,500.00 \$	113,540.05 \$	150,500.00 -\$	44,000.00
6010.00 Boys' "B" Basketball				
6011.00 Officials - Boys B Basketball	9,500.00	14,822.42	9,500.00	-
6012.00 Management Fee - Boys B Basketball	10,000.00	10,000.00	10,000.00	-
6013.00 Arena Rent / Custodial - Boys B Basketball	4,300.00	5,744.00	4,300.00	-
6014.00 Team Expenses - Boys B Basketball	-	-	-	-
6015.00 Tournament Bands - Boys B Basketball	600.00	-	450.00	150.00
6017.00 Awards - Boys B Basketball	2,500.00	2,016.00	2,500.00	-
6018.00 Tickets/Passes - Boys B Basketball	500.00	354.00	500.00	-
Total 6010.00 Boys' "B" Basketball \$	27,400.00 \$	32,936.42 \$	27,250.00 \$	150.00

6070.00 Girls "B" Basketball

6071.00 Officials - Girls B Basketball	8,500.00	11,688.06	8,500.00	-
6072.00 Management Fee - Girls B Basketball	10,000.00	10,000.00	10,000.00	-
6073.00 Arena Rental/Custodial - Girls B Basketball	1,500.00	1,500.00	1,500.00	-
6074.00 Team Expenses - Girls B Basketball	-	-	-	-
6075.00 Tournament Bands - Girls B Basketball	300.00	450.00	450.00	(150.00)
6077.00 Awards - Girls B Basketball	2,500.00	2,016.00	2,500.00	-
6078.00 Tickets/Passes - Girls B Basketball	-	275.00	-	-
Total 6070.00 Girls "B" Basketball \$	22,800.00 \$	25,929.06 \$	22,950.00 -\$	150.00

6170.00 Gymnastics

6171.00 Officials - Gymnastics	11,000.00	11,652.58	11,000.00	-
6172.00 Management Fee - Gymnastics	7,750.00	7,750.00	7,750.00	-
6173.00 Arena Rent/Custodial - Gymnastics	1,000.00	1,000.00	16,000.00	(15,000.00)
6174.00 Team Expenses - Gymnastics	-	-	-	-
6177.00 Awards - Gymnastics	2,500.00	1,674.40	2,500.00	-
6178.00 Tickets - Gymnastics	-	-	-	-
Total 6170.00 Gymnastics \$	22,250.00 \$	22,076.98 \$	37,250.00 -\$	15,000.00

6200.00 Track & Field

6201.00 Officials/Announcers - Track & Field	12,000.00	12,298.72	12,000.00	-
6202.00 Management Fee/Computer Person - Track & Field	21,100.00	26,815.34	21,100.00	-
6204.00 Team Expenses - Track & Field	-	-	-	-
6206.00 Supplies/Film/Ammo/Finish Lynk - Track & Field	1,500.00	6,934.62	1,500.00	-
6207.00 Awards - Track & Field	13,000.00	10,802.10	13,000.00	-
6208.00 Tickets - Track & Field	-	-	-	-
Total 6200.00 Track & Field \$	47,600.00 \$	56,850.78 \$	47,600.00 \$	0.00

6220.00 Golf

6221.00 Officials - Golf	1,200.00	2,904.00	1,200.00	-
6222.00 Management Fee - Golf	4,050.00	4,050.00	4,050.00	-
6223.00 Greens Fees/Cart Rental - Golf	10,800.00	27,000.00	27,000.00	(16,200.00)
6226.00 Supplies - Golf	5,000.00	2,400.00	5,000.00	-
6227.00 Awards - Golf	5,500.00	4,300.50	5,500.00	-
Total 6220.00 Golf \$	26,550.00 \$	40,654.50 \$	42,750.00 -\$	16,200.00

6240.00 Tennis

6241.00 Officials - Tennis	6,600.00	5,600.00	2,800.00	3,800.00
6242.00 Management Fee - Tennis	8,000.00	8,000.00	8,000.00	-
6243.00 Indoor Court Rental - Tennis	4,800.00	6,730.00	4,800.00	-
6247.00 Awards - Tennis	1,800.00	2,516.40	1,800.00	-
Total 6240.00 Tennis \$	21,200.00 \$	22,846.40 \$	17,400.00 \$	3,800.00

6260.00 Cross Country

6261.00 Officials-XC	600.00	354.00	600.00	-
6262.00 Management Fee - XC	27,000.00	18,000.00	27,000.00	-
6263.00 Rental of Course - XC	400.00	400.00	4,000.00	(3,600.00)
6265.00 Computer Scoring - XC	3,500.00	3,200.00	3,500.00	-
6266.00 Supplies - XC	500.00	674.85	500.00	-
6267.00 Awards - XC	5,500.00	4,138.20	5,500.00	-
Total 6260.00 Cross Country \$	37,500.00 \$	26,767.05 \$	41,100.00 -\$	3,600.00

6280.00 Football Championships

6281.00 Officials - Football	19,000.00	18,729.56	19,000.00	-
6283.00 Rent of Dome - Football	50,000.00	50,000.00	50,000.00	-
6284.00 Team Expenses - Football	-	-	-	-
6285.00 Tournament Bands - Football	-	150.00	150.00	(150.00)
6287.00 Awards/Dist Champtions - Football	3,500.00	3,452.40	3,500.00	-
6288.00 Tickets/Passes - Football	1,000.00	-	1,000.00	-
6290.00 Sub-State Losses	7,000.00	-	7,000.00	-
Total 6280.00 Football Championships \$	80,500.00 \$	72,331.96 \$	80,650.00 -\$	150.00

6340.00 Combined B/A/AA Volleyball

6341.00 Officials - Combined B/A/AA Volleyball	30,000.00	35,294.03	30,000.00	-
6342.00 Management Fee - Combined B/A/AA Volleyball	12,250.00	7,562.97	12,250.00	-
6343.00 Arena Rent/Custodial Fee - Combined B/A/AA Volleyball	45,000.00	92,705.36	32,000.00	13,000.00
6344.00 Team Expenses - Combined B/A/AA	-	-	-	-
6345.00 Tournament Bands - Combined B/A/AA	150.00	-	-	150.00
6346.00 Supplies - Combined B/A/AA	-	266.25	-	-
6347.00 Awards - Combined B/A/AA Volleyball	6,000.00	5,550.00	5,500.00	500.00
6348.00 Tickets/Passes - Combined B/A/AA Volleyball	9,000.00	13,105.31	9,000.00	-
Total 6340.00 Combined B/A/AA Volleyball \$	102,400.00 \$	154,483.92 \$	88,750.00 \$	13,650.00

6370.00 Cheer & Dance

6371.00 Judges - Cheer & Dance	6,500.00	5,774.94	6,500.00	-
6372.00 Management Fee - Cheer & Dance	4,750.00	4,750.00	4,750.00	-
6373.00 Rent/Custodial - Cheer & Dance	1,000.00	1,000.00	10,000.00	(9,000.00)
6374.00 Team Expenses - Cheer & Dance	-	-	-	-
6377.00 Awards - Cheer & Dance	3,500.00	2,967.00	3,500.00	-
6378.00 Tickets - Cheer & Dance	300.00	-	-	300.00

Total 6370.00 Cheer & Dance \$	16,050.00 \$	14,491.94 \$	24,750.00 -\$	8,700.00
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6380.00 Soccer

6381.00 Officials - Soccer	5,000.00	4,606.94	5,000.00	-
6382.00 Management Fee - Soccer	2,000.00	2,000.00	2,000.00	-
6383.00 Custodial Fee - Soccer	500.00	500.00	500.00	-
6384.00 Team Expenses - Soccer	-	-	-	-
6387.00 Awards - Soccer	1,600.00	1,636.00	1,600.00	-
6388.00 Tickets - Soccer	250.00	-	-	250.00

Total 6380.00 Soccer \$	9,350.00 \$	8,742.94 \$	9,100.00 \$	250.00
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6390.00 Softball

6391.00 Officials - Softball	15,000.00 \$	9,572.42 \$	15,000.00 \$	0.00
6392.00 Management Fee - Softball	12,250.00 \$	12,250.00 \$	12,250.00 \$	0.00
6393.00 Custodial Fee - Softball	1,500.00 \$	3,000.00 \$	1,500.00 \$	0.00
6394.00 Team Expenses - Softball	-	\$	0.00 \$	0.00
6397.00 Awards - Softball	5,500.00 \$	6,021.00 \$	6,000.00 -\$	500.00
6398.00 Tickets - Softball	250.00	\$	250.00 \$	0.00

Total 6390.00 Softball	34,500.00 \$	30,843.42 \$	35,000.00 -\$	500.00
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Total Athletics Expenses \$	787,050.00 \$	868,715.25 \$	855,150.00 \$	(68,100.00)
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SDHSAA
Fine Arts Expense Budget
 Blank 2023-2024

	2022-2023 Budgeted	2022-2023 Actual	2023-2024 Budgeted	2023-2024 (Increase) Decrease
6400.00 Student Council				
6401.00 SDSCA Executive Director Stipend	1,500.00	1,500.00	1,500.00	-
6402.00 Convention Meals	35,000.00	39,039.00	40,000.00	(5,000.00)
6403.00 Convention Room Rental	11,000.00	12,036.50	11,000.00	-
6404.00 Convention Guest Speaker	10,000.00	11,375.00	11,000.00	(1,000.00)
6405.00 Convention Shirts	-	-	-	-
6406.00 Convention DJ (HS)	6,000.00	7,675.00	8,000.00	(2,000.00)
6407.00 Convention DJ (MS)	1,200.00	1,290.00	1,300.00	(100.00)
6409.00 NFHS Transportation (Airfare)	4,000.00	4,176.28	4,000.00	-
6410.00 NFHS Adult Rooms (3 nights)	400.00	286.28	400.00	-
6411.00 NASC Transportation (Mileage)	550.00	-	550.00	-
6412.00 NASC Lodging	600.00	-	600.00	-
6413.00 NASC Meals	350.00	-	350.00	-
6414.00 NASSCED Transportation (airfare)	700.00	876.79	800.00	(100.00)
6415.00 NASSCED Lodging	600.00	805.88	800.00	(200.00)
6416.00 NASSCED Meals	200.00	83.83	200.00	-
6417.00 NDSCC Transportation (airfare)	-	-	REMOVE	-
6418.00 NDSCC Lodging	-	-	REMOVE	-
6419.00 NDSCC Meals	-	-	REMOVE	-
6420.00 SDSCA Board Travel	1,500.00	-	1,500.00	-
6421.00 Awards	700.00	1,150.92	1,000.00	(300.00)
6422.00 NASSCED Registration Fee	300.00	295.00	300.00	-
6423.00 Middle School Convention Expenses	-	-	1,000.00	(1,000.00) ADD
Total 6400.00 Student Council \$	74,600.00 \$	80,590.48 \$	84,300.00 -\$	9,700.00
6450.00 Oral Interp				
6451.00 Judges - Oral Interp	11,000.00	14,261.26	12,000.00	(1,000.00)
6452.00 Management Fee - Oral Interp	575.00	575.00	575.00	-
6457.00 Awards - Oral Interp	3,000.00	2,878.75	3,000.00	-
6459.00 Programs - Oral Interp	1,500.00	-	-	1,500.00
Total 6450.00 Oral Interp \$	16,075.00 \$	17,715.01 \$	15,575.00 \$	500.00
6470.00 One Act Play				
6471.00 Judges - One Act Play	9,000.00	11,179.68	11,000.00	(2,000.00)
6472.00 Management Fee - One Act Play	2,175.00	2,574.00	2,175.00	-
6477.00 Awards - One Act Play	3,200.00	3,393.00	3,400.00	(200.00)
6479.00 Programs - One Act Play	2,000.00	-	-	2,000.00
Total 6470.00 One Act Play \$	16,375.00 \$	17,146.68 \$	16,575.00 -\$	200.00
6500.00 Debate				
6501.00 Judges - Debate	10,000.00	14,086.30	10,000.00	-
6502.00 Management Fee - Debate	575.00	575.00	575.00	-
6507.00 Debate Awards - Debate	2,100.00	1,796.60	2,100.00	-
6508.00 NFHS Speech Award - Debate	80.00	-	80.00	-
6510.00 Computer (Joy of Tournaments) - Debate	200.00	114.40	200.00	-
6511.00 Computer Operator - Debate	200.00	200.00	200.00	-
6512.00 Extemp Draw Facilitator - Debate	50.00	50.00	50.00	-
Total 6500.00 Debate \$	13,205.00 \$	16,824.30 \$	13,205.00 \$	0.00

6540.00 All-State Jazz Band/Show Choir

6541.00 Guest Conductors - ASJB/SC	11,000.00	14,563.16	14,000.00	(3,000.00)
6542.00 Rent/Custodial - ASJB/SC	-	1,569.01	-	-
6543.00 Chairman/Site Expense - ASJB/SC	800.00	800.00	800.00	-
6544.00 Audition Expenses - ASJB/SC	2,000.00	2,000.00	2,000.00	-
6546.00 Music - ASJB/SC	800.00	988.41	800.00	-
6547.00 Awards - ASJB/SC	250.00	669.93	300.00	(50.00)
6549.00 Faculty Performance Session - ASJB	350.00	200.00	350.00	-
6550.00 Programs - ASJB/SC	1,100.00	-	-	1,100.00
Total 6540.00 All-State Jazz Band \$	16,300.00 \$	20,790.51 \$	18,250.00 -\$	1,950.00

6610.00 All-State Chorus & Orchestra

6611.00 Guest Conductors - All-State Chorus & Orchestra	7,000.00	7,735.73	8,000.00	(1,000.00)
6612.00 Arena Rent/Custodial - All-State Chorus & Orchestra	25,000.00	26,334.00	16,000.00	9,000.00
6613.00 Chairman/Site Expense - All-State Chorus & Orchestra	1,875.00	1,400.00	1,875.00	-
6614.00 Audition Expense - All-State Chorus & Orchestra	10,000.00	8,801.37	10,000.00	-
6615.00 Piano - All-State Chorus & Orchestra	3,000.00	3,660.00	2,000.00	1,000.00
6616.00 Music - All-State Chorus & Orchestra	3,500.00	7,424.97	3,500.00	-
6617.00 Awards - All-State Chorus & Orchestra	1,800.00	1,583.00	1,800.00	-
6618.00 Tickets/Passes/Box Office - All-State Chorus & Orchestra	4,000.00	2,419.81	4,000.00	-
6620.00 Programs - All-State Chorus & Orchestra	5,000.00	500.00	-	5,000.00
6621.00 Sound System - All-State Chorus & Orchestra	6,000.00	5,905.00	6,000.00	-
Total 6610.00 All-State Chorus & Orchestra \$	67,175.00 \$	65,763.88 \$	53,175.00 \$	14,000.00

6630.00 All-State Band

6631.00 Guest Conductor - All-State Band	5,000.00	6,306.26	7,000.00	(2,000.00)
6632.00 Arena Rent/Custodial - All-State Band	1,000.00	-	1,000.00	-
6633.00 Chairman - All-State Band	400.00	1,450.00	400.00	-
6634.00 Audition Expense - All-State Band	25,000.00	22,098.64	25,000.00	-
6636.00 Music - All-State Band	1,500.00	709.94	1,500.00	-
6637.00 Awards - All-State Band	300.00	965.20	500.00	(200.00)
6640.00 Printing - All-State Band	1,000.00	-	-	1,000.00
Total 6630.00 All-State Band \$	34,200.00 \$	31,530.04 \$	35,400.00 -\$	1,200.00

6650.00 Music Miscellaneous

6653.00 SDMEA Convention	-	-	REMOVE	-
Total 6650.00 Music Miscellaneous \$	0.00 \$	0.00	REMOVE \$	0.00

6670.00 Journalism

6673.00 Journalism Convention	3,000.00	1,676.27	3,000.00	-
6674.00 Journalism Adjudicator	1,500.00	1,344.53	1,500.00	-
6675.00 Journalism Postage	200.00	-	200.00	-
6677.00 Journalism Awards	600.00	1,222.00	800.00	(200.00)
Total 6670.00 Journalism \$	5,300.00 \$	4,442.80 \$	5,500.00 -\$	200.00

6680.00 Visual Arts

6681.00 Judges - Visual Arts	7,000.00	8,834.75	8,000.00	(1,000.00)
6683.00 Rent/Repair - Visual Arts	6,000.00	6,506.50	10,000.00	(4,000.00)
6685.00 Gallery Reception - Visual Arts	1,200.00	29.79	1,200.00	-
6687.00 Awards - Visual Arts	1,600.00	1,338.01	1,400.00	200.00
6688.00 Awards - State Advisory Help	0.00	0.00	1,500.00	(1,500.00)
Total 6680.00 Visual Arts \$	15,800.00 \$	16,709.05 \$	22,100.00 -\$	6,300.00

Total Fine Arts Expenses \$ 259,030.00 \$ 271,512.75 \$ 264,080.00 \$ (5,050.00)

FY24 Revenue	\$	3,049,448.53
FY24 Expenses	\$	3,049,448.53
Surplus/Defecit	\$	0.00
FY23 Revenue	\$	3,031,021.66
FY23 Expenses	\$	2,964,460.57
Surplus/Defecit	\$	66,561.09



SDHSAA Sponsorships FY 24

Corporate Sponsors:

- Sanford Health: \$125,000 23-24, \$100,000 24-25, \$100,000 25-26
- Dacotah Bank: \$75,000
- Farmers Union Insurance: \$62,500
- SD Army National Guard: \$50,000
- Billion Auto: In Kind
- **Total- \$312,500**

Other Sponsors:

- SDPB- \$108,000
- Baden- \$50,000
- NFHS Network- \$35,000
- **Park Bench- Guarantee \$90,000 (23-24), \$95,000 (24-25), and \$100,000 (25-26)**
- **Total- \$283,000**

Total Sponsorship Dollars: \$595,500

SDHSAA- Serving Students Since 1905

Board Chairperson – Mr. Kelly Messmer
Assistant Director – Ms. Jo Auch
Assistant Director – Mr. Brooks Bowman

Executive Director – Dr. Daniel Swartos
Assistant Director – Mr. Randy Soma
Finance Director – Mr. Ryan Mikkelsen