



# LAKE PRESTON PUBLIC SCHOOL

300 1<sup>st</sup> St. NE

Lake Preston, SD 57249

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*Home of the Divers!*

[www.lakepreston.k12.sd.us](http://www.lakepreston.k12.sd.us)

May 29, 2020

To the parents and students of Lake Preston School,

Yesterday, the SDHSAA held a special meeting to discuss opening up school facilities and start summer off-season programs. The decision was made to follow SDHSAA recommendations provided by the NFHS and allow students to attend sport related activities to prepare for the Fall 2020 sport seasons. The press release is as follows:

*“The board approved the SDHSAA's proposed summer contact recommendations. The guidance will be in effect from June 1 through July 31, but is subject to change based on conditions. Following the NFHS guidelines that were released last week, the SDHSAA's plan is divided into three phases. It is recommended that schools and programs start at Phase One and remain there for at least 14 days.”*

Although this decision comes with much preparation and planning, we have been preparing at the school to open our facilities to allow student athletes to prepare for the next sports season. We will be implementing our own safety measures as well as following CDC guidelines that are still in place. After meeting with coaches, we have devised a plan that students will need to follow in order for us to protect all students and staff members. If there is any student that does not follow the plan put in place, there will be a zero tolerance rule and that student will not be allowed to participate.

We will be opening the school facilities with sessions on **Monday, June 8<sup>th</sup>**. Most districts are opening on June 1<sup>st</sup> as this is the first date allowed by SDHSAA; however, I feel it is best to ensure we are prepared and iron out any issues that we may have prior to opening the facilities along with making sure that all paperwork/waivers are returned. A student will be asked to leave and not participate until their waiver paperwork is on file with the school.

Attached within this letter, you will find a waiver that all students must have on file in order to participate in school sponsored workouts and gym usage. This waiver will cover one family if you have multiple students 6-12. You will also find the SDHSAA recommendations and guidelines of Phase 1 that the Lake Preston School will be following until further notice. We also have developed our own plan that ensures that same process is followed each session. Masks are recommended and if students choose to wear them, they would need to be purchased by the student.

We are hoping this opportunity allows our students to use the facilities as we need to focus on next year's school year and activities. This opportunity is not mandatory by any means and students will not be held accountable for not participating in this opportunity.

If you have any questions or concerns, please contact Mr. Felderman at the Lake Preston School.

Best Regards,

Superintendent Felderman

*The sessions, times, and availability is subject to change due to participation, staff coverage, and ongoing changes at the district, county, and state level.*



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The Lake Preston School plan with Phase 1 implementations:

- We will be offering two sessions for 9-12 boys to use weight room and gym and three sessions for 6-12 girls (opened to 6-8 girls due to competitive cheer). All sessions will have 10 athletes or less. Sessions were grouped by age that represents skill, age, strength, and competition level. At this time, we will not be opening up the facilities for 6-8 boys.
- The gym and weight room will be open on Monday, Tuesday, and Thursday of each week (under coach supervision only)
- Locker rooms will be locked but the Aux. Gym Boys/Girls bathrooms will be available.
- Each athlete will need to bring their own water bottle with their name on it.
- Athletes will check in at the Aux. Gym Door #13 and will have temperature checked upon arrival and five questions asked of them before they may use facility – after this is complete, they will be required to wash their hands.
- Athletes will be required to clean their own area/weight/equipment after using each time.
- Athletes will only bring the items they need for facility usage and come dressed/prepared for their session.
- Hand sanitizer stations will be placed throughout the weight room and auxiliary gym.
- We have provided additional areas for exercises, weight lifting, and space due to trying to follow social distancing and rule of 10.
- Deep cleaning will be completed by custodial staff at 9:00 a.m. each day.
- At this time, the weight room will not be available for community members or card holders.

## Morning Session

- 6:30 a.m. to 7:30 a.m. – Senior and Junior Boys (Solberg)
- 7:30 a.m. to 8:30 a.m. – Sophomore and Freshmen Boys (Dufek)

*Deep clean will be at 9:00 a.m. by custodial staff.*

## Evening Session

- 5:30 p.m. to 6:30 p.m. – Sixth, Seventh, Eighth Grade Girls
- 6:30 p.m. to 7:30 p.m. – Freshmen and Sophomore Girls
- 7:30 p.m. to 8:30 p.m. – Junior and Senior Girls
  - Monday (Bumann, Curd, McCutcheon)
  - Tuesday (Smith, Beckler)
  - Thursday (O’Dea, Virchow)

All athletes will have a work out plan to follow that was created by all coaches. The work out plan is approximately 30 minutes in length and the time remaining within the session can be used for sport specific activities or drills.

This document must be signed, returned, and filed at the Lake Preston School prior to the student(s) using the Lake Preston School facilities. One waiver per family/household.

**ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT RELATING TO COVID-19 EXPOSURE, COVID-19 LIABILITY, AND COVID-19 RISKS**

*The persons to whom this Agreement applies are, as follows:*

Adult Participant Name: \_\_\_\_\_

Minor Participant Name(s): \_\_\_\_\_ Participant Age(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If applicable) Name of Participant's Parent or Legal Guardian signing below: \_\_\_\_\_

IN CONSIDERATION for myself and/or my children listed above being permitted to utilize the services, utilize the facilities and/or participate in the programs of \_\_\_\_\_ Lake Preston School (the "Organization"), including, but not limited to, observation or use of facilities or equipment, or participation in or acting as a spectator during any program affiliated with the Organization, the undersigned, on behalf of himself or herself and such participating children and any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such premises, equipment, and facilities and has considered the Organization's programs and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and such participating children.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in the undersigned's own State and locality. In accordance with the most recent guidance and recommendations issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), undersigned's own State's Department of Health (DOH) for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and/or programs of the Organization (other than any exclusively online services and programs) within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check on a daily basis the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to participating in or utilizing the facilities, services, and programs of the Organization. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall participate in, visit or utilize the facilities, services, and/or programs of the Organization if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the

Organization immediately if he or she believes that any of the foregoing access/use restrictions may apply.

The Organization has taken certain steps to implement certain recommended guidance and recommendations issued by public health agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that the Organization may revise its procedures at any time based on updated recommended guidance and recommendations issued by public health agencies and further agrees to comply with the Organization's revised procedures prior to utilizing the facilities, services, and/or prior to participating in the programs of the Organization. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by the Organization, social distancing of 6 feet per person among children and their fellow participants or others is not always possible. The undersigned fully understands and appreciates both the known and potential dangers of participating in the programs and/or utilizing the facilities and services of the Organization and acknowledges that use thereof by the undersigned and/or such participating children may, despite the Organization's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE ORGANIZATION'S PROGRAMS, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Organization or its national governing body organization, or any of their respective directors, officers, employees, volunteers and agents, or any of the fellow participants or their family members or guests from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) *whether caused by the negligence, active or passive, of the Organization or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or using any equipment of or participating in any program of or affiliated with the Organization.* To the extent such statute applies, the undersigned also expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS the Organization or its national governing body organization, or any of their respective directors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, *whether caused by the Organization's negligence, active or passive, or*

*otherwise* while the undersigned or any participating child is participating in any program of the Organization or in, upon, or about the premises or any facilities or equipment affiliated with the Organization. The undersigned understands and agrees that the Organization is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or while participating in any program affiliated with the Organization.

The undersigned agrees and acknowledges that use of the Organization facilities and services, and participation in the Organization programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBIUTY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of the Organization and/or while using the premises or any facilities or equipment thereon and/or while participating in or observing any program affiliated with the Organization. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIYER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State in which the undersigned resides or participates and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIYER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE ORGANIZATION IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY ORGANIZATION FACILITY OR DURING PARTICIPATION IN ANY PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO THE ORGANIZATION THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

**I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Emergency Contact Name

\_\_\_\_\_  
Emergency Contact Number

Waiver obtained by: \_\_\_\_\_



# South Dakota High School Activities Association

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

## SDHSAA Summer 2020 Contact Recommendations

### Underlying Principles:

- This guidance is in effect from June 1, 2020 through July 31, 2020.
- This is subject to change based on current conditions.
- The health and safety of students is the highest priority. In addition, schools must also focus on the health of their coaches/advisors and other staff, particularly those who are in vulnerable categories based on age and underlying medical conditions.
- Due to the nature of the outbreak, there will be inequities depending upon geography. It is unlikely that ALL students will be able to return to- and sustain- athletic activity in all schools/communities at the same time. Likewise, there will be inequities in what types of activities will be able to be experienced. While the SDHSAA would typically have reservations about this inequity, our goal for this summer is to allow students to return to school-based athletics and activities in any and all situations where it can be done safely.
- When resuming summer contact, care MUST be taken to recondition athletes back to physical activity.
- The NFHS and SDHSAA recommend the continued use of athletic training services as key health personnel in the sports/activities program.
- Decreasing potential exposure to respiratory droplets is the guiding principle behind social distancing and the use of face coverings. It is also the basis of stratification of risk by sport presented in this document. Cloth face coverings should be considered acceptable in all phases of this document.
- "Vulnerable individuals" are defined by the CDC as people age 65 years or older and others with serious underlying health conditions, including high blood pressure, chronic lung disease, diabetes, obesity, asthma, and those whose immune systems are compromised such as by chemotherapy for cancer and other conditions requiring such therapy.

### Phases:

- It is recommended that all schools/programs start at Phase One of this program and remain there for at least 14 calendar days. In keeping with Governor Noem's "Back to Normal" Plan, if there is a downward/flat trajectory of documented cases within a 14-day period, schools may progress to Phase Two, where a new 14-day period of tracking of cases should begin. If there is another 14-day downward/flat trajectory of cases, schools may progress to Phase Three.
- Schools should consistently monitor case numbers in their school/community and adjust phases accordingly.

### Sport/Activity Categories:

- **Low Risk:** Sports/activities that can be done with social distancing or individually with no sharing of equipment or the ability to clean the equipment between use by competitors.
  - Examples: Golf, Weight training, sideline cheer, individual running events, cross country running (with staggered starts), throwing events (shot put, discus, javelin), debate, oral interp.
- **Moderate Risk:** Sports/activities that involve close, sustained contact, with protective equipment in place that may reduce the likelihood of respiratory particle transmission OR intermittent close contact OR group activities OR sports/activities that use equipment that cannot be cleaned between participants.
  - Examples: Basketball, volleyball, soccer, gymnastics, tennis, high/long jump, pole vault, 7 on 7 football, one-act play. (Note- tennis, volleyball, gymnastics, and track events could be considered "lower risk" with appropriate cleaning of equipment and use of mask by participants.)
- **High Risk:** Sports/activities that involve close, sustained contact between participants with lack of significant protective barriers which creates a high probability that respiratory particles will be transmitted between participants
  - Examples: Football, wrestling, competitive cheer/dance
- **Chorus/Orchestra/Music:** Although the SDHSAA out-of-season rules do not pertain to music, we are providing recommendations for summer activities in those areas. It should be noted that these are recommendations and the ultimate decisions should be made at the local level. The NFHS is currently investigating the extent of spread of respiratory droplets during singing or the playing of wind instruments. Until that is determined, singing and wind instruments should be considered "high risk" and practice should be individual. Stringed instrument rehearsal could be considered moderate or low risk, depending upon distancing measures, as could orchestra rehearsal consisting of strings and percussion.

### SDHSAA- Serving Students Since 1905

Board Chairperson – Mr. Moe Ruesink  
Assistant Director – Ms. Jo Auch  
Assistant Director – Mr. Brooks Bowman

Executive Director – Dr. Daniel Swartos  
Assistant Director – Dr. John Krogstrand  
Finance Director – Mr. Isaac Jahn

## **Phase One**

### ***Pre-Workout Screening:***

- All coaches and students should be screened for signs/symptoms of COVID-19 prior to a workout, to include a temperature check.
- Responses to screening questions should be recorded and stored for contact tracing purposes if a COVID-19 infection occurs.
- Any person with one or more positive responses on the screening should not be allowed to take part in workouts, should contact their medical provider, and should receive medical clearance before returning.
- Vulnerable individuals should not oversee or participate in any workouts during Phase One.

### ***Limitations on Gathering:***

- Gatherings should not consist of more than 10 people at a time (inside or outside), to include all participants and coaches.
- Locker rooms should not be used during Phase One. Students should report to workouts in proper gear and immediately return home to shower at the end of the workout.
- Workouts should be conducted in “pods” of students with the same 5-10 people (including coaches) always working out together. Smaller pods should be used for weight training.
- There should be a minimum distance of 6 feet between each individual at all times. If this is not possible, the number of individuals in the room should be decreased until proper social distancing can occur.

### ***Facilities Cleaning:***

- Adequate cleaning schedules should be created and implemented for all athletic facilities.
- Prior to an individual or group entering a facility, all hard surfaces within that facility should be wiped down and sanitized. Hard surface examples include but are not limited to door handles, chairs, furniture, locker rooms, weight room equipment, bathrooms, and training tables.
- Individuals should wash their hands for 20 seconds with warm water and soap before touching any surfaces or participating in workouts.
- Hand sanitizer should be plentiful and available to individuals.
- Weight equipment should be wiped down thoroughly before and after each individual uses the equipment.
- Shirts and shoes should be worn at all times.
- Any equipment such as weight benches, athletic pads, having holes with exposed foam should be covered.
- Students should be encouraged to shower and wash their workout clothing immediately upon returning home.

### ***Physical Activity and Athletic Equipment:***

- Low-risk, individual sports/activities may begin practices with distancing measures in place.
- Moderate and high risk sports/activities should focus on individual drills and weight training.
- There should be no shared athletic equipment (towels, clothing, pennies, shoes, or sport specific equipment) between students.
- Students should wear their own workout clothing, and clothing/towels should be washed and cleaned after every workout.
- All athletic equipment, including balls, should be cleaned after each use and prior to the next workout.
- Individual drills requiring the use of athletic equipment can be permissible, but the equipment should be cleaned between use of each individual.
- There should be a focus on resistance training with body weight, sub-maximal lifts, and use of resistance bands.
- Free weight exercises that require a spotter should not be conducted, as they cannot be conducted while observing social distancing.

### ***Hydration:***

- All students should bring their own water bottle, and water bottles should not be shared.
- Hydration stations (water fountains, water troughs, etc.) should not be used.

\*The following chart shows recommendations for activities per sport/activity risk category at each phase, using the guidance from pages 1-4 of the document, to include pre-screening, gathering limitations, facilities cleaning, equipment cleaning, physical activity, and hydration.

	<b>Low Risk</b> (running events, throwing events, golf, sideline cheer, cross country, debate, oral interp)	<b>Moderate Risk</b> (basketball, volleyball, soccer, gymnastics, tennis, pole vault, high jump, long jump, 7 on 7 football, one-act play)	<b>High Risk</b> (football, wrestling, competitive cheer, competitive dance)
<b>Phase 1:</b> *10 people, indoors or outdoors	<ul style="list-style-type: none"> <li>Full practices (with distancing) for sports that are individual in nature.</li> </ul>	<ul style="list-style-type: none"> <li>Individual drills</li> <li>Individual use of equipment/balls with no passing/exchanging</li> <li>Team runs with staggered starts and maintained distance</li> <li>Weight training</li> </ul>	<ul style="list-style-type: none"> <li>Individual drills</li> <li>Individual use of equipment/balls with no passing/exchanging</li> <li>Team runs with staggered starts and maintained distance</li> <li>Weight training</li> </ul>
<b>Phase 2:</b> *10 people indoors, 50 people outdoors	<ul style="list-style-type: none"> <li>Full practices (with distancing) for sports that are individual in nature.</li> </ul>	<ul style="list-style-type: none"> <li>Modified drills with distancing in effect.</li> <li>Exchanges of equipment/balls with intermittent cleaning</li> <li>Non-competitive drills</li> <li>Weight training</li> </ul>	<ul style="list-style-type: none"> <li>Individual drills</li> <li>Exchanges of equipment/balls with intermittent cleaning</li> <li>Team runs with staggered starts and maintained distance</li> <li>Weight training</li> </ul>
<b>Phase 3:</b> *50 people, indoors or outdoors	<ul style="list-style-type: none"> <li>Full practices (with distancing) for sports that are individual in nature.</li> </ul>	<ul style="list-style-type: none"> <li>Full Practice</li> </ul>	<ul style="list-style-type: none"> <li>Modified drills with distancing in effect.</li> <li>Exchanges of equipment/balls with intermittent cleaning</li> <li>Non-competitive drills</li> </ul>

**REFERENCES**

- “Covid-19 in South Dakota” *South Dakota Department of Health*, <https://doh.sd.gov/news/coronavirus.aspx#SD> Accessed May 11, 2020.
- “Guidance for Opening up High School Athletics and Activities” *The National Federation of State High School Associations*, [https://www.nfhs.org/media/3812287/2020-nfhs-guidance-for-opening-up-high-school-athletics-and-activities-nfhs-smac-may-15\\_2020-final.pdf](https://www.nfhs.org/media/3812287/2020-nfhs-guidance-for-opening-up-high-school-athletics-and-activities-nfhs-smac-may-15_2020-final.pdf) Accessed May 11, 2020.
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