

DOUGLAS SCHOOL DISTRICT  
BOARD OF EDUCATION

**AGENDA**

**Monday, November 22, 2021**

**VANDENBERG ELEMENTARY SCHOOL - Library Conference Room  
561 Briggs Street  
Box Elder, SD 57719**

**5:00 PM**

DOUGLAS SCHOOL DISTRICT INVITES YOU TO ATTEND A SCHEDULED ZOOM ROOM MEETING:

Join Zoom

Meeting <https://sdk12.zoom.us/j/99053318535?pwd=UmtRdFVsdS9sUDlZZjg3aGRKLzhBQT09>

Meeting ID: 990 5331 8535

Passcode: 523187

1. Call Meeting To Order:
2. Pledge of Allegiance and Moment of Silence In Honor Of Fallen Soldiers And Active Duty Persons:
3. Recognition:
4. Public Forum:
5. Approval of Agenda:
6. Consent Agenda Items:
  - A. Approval of Regular Meeting Minutes of November 8, 2021
  - B. Approve Personnel Action
  - C. Approve Financial Reports
  - D. Approve the Purchases and Issuing of Accounts Payable
  - E. Approve Overnight / Out-of-State High School Trip Requests
  - F. Approve Conflict Disclosures and Waiver Authorizations Pursuant to SDCL 3-23-3
7. Items Removed From Consent Agenda

8. Elementary and Secondary Curriculum and Instruction Items:
  - A. Elementary Building Visits Report
  - B. Bridging Organization Learning & Design (BOLD) Services Report
  - C. Approve sixteen (16) high school students for early graduation (graduating in fewer than eight semesters), pending successful completion of all required classes and credits.
9. Superintendent Items:
  - A. Approve the design development of The New Douglas High School as presented on November 8, 2021 and authorize COOP Architects and DLR Group to proceed with the Construction Document (CD) phase of the contract.
  - B. Approve the design contract with COOP Architects and DLR Group for Elementary School #1.
  - C. Approve Student Assignment Requests as recommended to attend Douglas School District for the 2021-22 school year.
  - D. Appoint one or more board members to ASBSD's Legislative Action Network (LAN).
10. Fiscal Resources Items:
11. Operational Support Services Items:
  - A. Approve revised Buildings and Grounds Coordinator job description
  - B. Approve Sanford Occupational Medicine Random Drug and Alcohol Pool Program Agreement
  - C. Hear First Reading of New School Board Policies:
    - JECG - Education of Children in Foster Care
    - JFGA - Law Enforcement and Department of Social Services Student Interview Policy
12. Reports:
  - A. Superintendent:
  - B. Committee Reports From Board Members and Comments from Associate Board Members
13. Upcoming Calendar Events:

November 24	2 Hr Early Release
November 25-26	Thanksgiving Break
December 13	BOE Meeting
14. Executive Session for personnel according to SDCL 1-25-2.1

15. Action As A Result of Executive Session

16. Adjournment

## BOARD POLICY

Section B

Board Governance and Operations

File: BDDH

## PUBLIC PARTICIPATION AT BOARD MEETINGS

The School Board recognizes and respects the input which may be provided by the public on school district matters. The Board also recognizes and respects the distinction between a school board meeting and a public meeting.

- At a school board meeting which is open to the public, members of the public may be present, observe and listen to the school board conduct its business and may speak during the school board meeting consistent with this policy.
- At a public meeting/hearing there is usually one topic to be presented by the District and discussed. The public is given the opportunity to speak and be heard on the topic which is the reason for the public meeting. This type of meeting allows for public participation under the rules designed specifically for that meeting and is not subject to this policy.

Policy BDDH, Public Participation at Board meetings, applies only to topics addressed in open/public. Matters addressed in executive session pursuant to SDCL 1-25-2 are not open to the public.

*Persons speaking during the Public Forum at a school board meeting shall not cause public inconvenience, annoyance, or alarm to the school board or any person, and shall not engage in threatening behavior, make unreasonable noise, be disruptive, boisterous, argumentative, or threatening, shall not make comments which are disrespectful to one or more persons, and shall not use profanity.*

The time designated for Public Forum on the agenda shall be immediately before the adoption of the meeting agenda by the school board.

In order to assure that the Board may conduct its meetings in a respectful and efficient manner, the procedure for public participation at regularly scheduled monthly school board meetings is as follows:

1. Agenda and Non Agenda Items:
  - a. Before the meeting is called to order, an individual who desires to speak at a school board meeting must in writing inform the Superintendent, the Business Manager or the Board President of the person's desire to speak and the topic upon which the person intends to speak. The requesting party must sign a form (prepared by the school district) with their name, address, email and topic to be addressed.
  - b. During the time designated for Public Forum, the Board President will recognize the person who signed up to speak and the person may speak on the topic according to the rules set forth in this policy.

## BOARD POLICY

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Section B

Board Governance and Operations

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- c. A speaker shall be granted 5 minutes to present comments to the school board. Upon receiving a request for an extension of time from the speaker, the school board, upon a motion being made and passed by a majority of school board members present and voting, may grant an additional amount of time not to exceed 5 minutes. Additional extensions may be granted only upon a two-thirds vote of school board members present and voting.
    - d. Should a number of persons wish to address the school board on the same agenda item, or should the comments become repetitious, the School Board President, in the President's sole discretion, may shorten the time for comments to two minutes per person in order that persons wishing to address the school board may be heard and still allow the school board sufficient time to conduct its agenda business.
2. Adding an Item to the School Board Meeting Agenda in Order to Request Specific School Board Action:
  - a. Any person or delegation (with one person being the spokesperson for the delegation) making a specific request to the school board which would require formal action by the school board must present a written request to the Superintendent for the item to be placed on the school board meeting proposed agenda. The written request must be submitted to the Superintendent at least five calendar days before the school board meeting.
  - b. The specific request to add an item to the agenda shall clearly identify what is being requested and why, signed by the person making the request, and include the person's name, address, email and telephone number.
  - c. The Superintendent will forward the request to the School Board President and the Board President will decide whether the item will be placed on the proposed agenda. Whether any item is to be addressed at the school board meeting is determined by a majority of school board members at the beginning of the school board meeting when the school board adopts the proposed agenda as printed or adopted after being modified.
  - d. If the item on the meeting agenda is adopted by the school board, the person or spokesperson for the delegation who has submitted the request for specific school board action will be granted 10 minutes to explain the request to the school board. Upon receiving a request for an extension of time from the speaker, the school board, upon a motion being made and passed by the majority of school board members present, may grant an additional amount of time not to exceed 5 minutes. Additional extensions may be granted only upon a two-thirds vote of school board members present and voting.

**BOARD POLICY**

Section B

Board Governance and Operations

File: BDDH

e. In the sole discretion of the school board, requests to the school board for specific action submitted after the proposed agenda has been posted may be:

- deferred until the next regular meeting or a special school board meeting, or
- added to the meeting agenda for discussion purposes only, or
- added to the agenda for discussion and possible action.

3. Authority of Presiding Officer:

The Board vests in its presiding officer the authority to terminate the right of any person to speak at the end of the time granted pursuant to provision 1.c, provision 1.d, or provision 2.d. as set forth in this policy. The presiding officer may also terminate the right of a person to speak at a school board meeting should the person cause public inconvenience, annoyance, or alarm to the school board or any person, engage in threatening behavior, make unreasonable noise, disturb or be disruptive of an official school board meeting, or when comments are disrespectful to one or more persons, boisterous, argumentative, threatening, or contain profanity.

If deemed necessary by the presiding officer, the presiding officer may contact local law enforcement to have a person removed from the school board meeting as it is a violation of law for a person to intentionally cause or create a risk of serious public inconvenience, annoyance, alarm or disturbance at a school board meeting.

References	Adoption History
State Reference:	Approved 09/08/77
SDCL 1-25-1	First Reading of Revision 10/10/85
SDCL 1-25-2	Approved – Revision 11/14/85
SDCL 13-32-6	First Reading 11/17/14
SDCL 13-8-39	Approved 12/08/14
SDCL 22-18-35(3)	First Reading – Rewrite 2/13/17
	Approved 2/27/17

MINUTES  
DOUGLAS SCHOOL DISTRICT  
BOARD OF EDUCATION MEETING

Monday, November 8, 2021

The Douglas School District No. 51-1 Board of Education held a regular meeting on Monday, November 8, 2021 at 5:00 PM in the library conference room at Vandenberg Elementary School, Box Elder, South Dakota. President Cathleen Melendez presided. Those present were:

Ben Frerichs: Present, Tanya Gray: Present, Amy McGovern: Present, Cathy Melendez: Present, Chris Misselt: Present.

All actions in these Minutes were by unanimous vote unless otherwise stated.

President Melendez called the meeting to order at 5:00 p.m.

There was nothing for Public Forum.

Motion to approve the agenda. This motion, made by Tanya Gray and seconded by Ben Frerichs, Carried.

Motion to approve the consent agenda. This motion, made by Amy McGovern and seconded by Tanya Gray, Carried.

Approved Regular Board Meeting Minutes of October 25, 2021

Approved Personnel Action for November 8, 2021. (Attachment)

Approved Accounts Payable for November 15, 2021. (Attachment)

Approved October 2021 Payroll Report. (Attachment)

There were no conflicts disclosed as defined in SDCL 3-23.

New High School Design Development Presentation. Jared Carda from Co-Op Architects, Todd Kwiecinski and Vanessa Schutte from DLR Group and Tanya Olson from Tallgrass Landscape Architects presented the final design development for the new high school site. The innovative design illustrates a concept called "unlocking the gem" using inspiration found in our military, Native American and local communities, as well as, our own natural environment. This is seen in the geometric design, variety of materials used for exterior and interior structural design, color palettes, design and flow of space for learning and activities including inside courtyards. Next steps in the process will be board approval of the final design, securing funding for the project, and deciding how to proceed with the construction documents phase for the project.

**Superintendent Items:**

Superintendent Kevin Case explained the board policy update process will take place over the next 8 - 12 months. The plan is to begin reviewing, adding to, and updating existing board policies, bringing the first updates to the board by the January 2022 meeting.

Motion to acknowledge report of students missing certified birth certificate in permanent cumulative record according to SDCL 13-27-3.3. This motion, made by Chris Misselt and seconded by Ben Frerichs, Carried.

Motion to approve student assignment request as recommended to attend the Douglas School District for the 2021-22 school year. This motion, made by Chris Misselt and seconded by Tanya Gray, Carried.

### **Operational Support Services Items:**

Motion to approve the emergency capital outlay request to replace 700 square foot of roof for Patriot Elementary (Francis Case Wing) as requested in the amount of \$12,084. This motion, made by Ben Frerichs and seconded by Amy McGovern, Carried.

### **Reports:**

Superintendent Kevin Case gave a brief update on the strategic direction for the district. The administration team spent a day learning about and deepening their knowledge base around Dilts' Nested Levels of Learning, reviewing initial goal setting from June, collaborating and learning new engagement strategies, and ultimately developing three common beliefs: 1) Student success is our priority; 2) Professionalism and collaboration among all stakeholders builds a strong, cohesive culture and community; and 3) In continuous improvement at all levels.

Committee Reports from Board Members and Comments from Associate Board Members.

Vaira expressed his appreciation for all the Patriot Pride and Veterans' Remembrance in the buildings. He stated April 8, 2022 is "Purple Up" Day.

McGovern stated the next Booster Club meeting will be November 22. December fundraising will be finalized at the meeting.

Frerichs will be attending the Delegate Assembly on November 19 in Pierre. He asked board members to let him know their top two resolutions.

Gray reminded board members to check emails from Tyler Pickner from Associated School Boards of South Dakota for information on trainings, meetings and board information. She encouraged members to let Ben Frerichs know if they feel strongly on any of the resolutions or standing positions. She attended the Region meeting in Rapid City last week.

Misselt commented on the recent professional development for administrators--"investing in our leadership"; and the Thought Exchange sent out today to gather input from all stakeholders on the academic calendar.

Melendez read a letter from former board member Jan Jungemann congratulating the school board on earning the Gold ALL Award. She thanked Gray for attending the Region meeting.

Upcoming Calendar Events:

- November 11 - Holiday-No School
- November 22 - BOE Meeting
- November 25-26 - Thanksgiving Break

Motion to move into executive session at 6:07 p.m. to discuss personnel matter per SDCL 1-25-2.1. This motion, made by Tanya Gray and seconded by Ben Frerichs, Carried.

President Melendez called the Board out of executive session at 6:29 p.m.

No action taken.

Motion to adjourn the meeting at 6:30 pm. This motion, made by Chris Misselt and seconded by Amy McGovern, Carried.

\_\_\_\_\_  
Cathleen Melendez, President

\_\_\_\_\_  
Trista Olney, Business Manager

\_\_\_\_\_ Initials

\_\_\_\_\_ Date

Published once at the total approximate cost of \_\_\_\_\_.

<b>DOUGLAS SCHOOL DISTRICT</b>				
<b>PERSONNEL ACTION 11/8/2021</b>				
<b>Classified Anniversary Increases</b>				
	<b>Name</b>	<b>Position</b>	<b>Hourly Wage</b>	<b>Effective Date</b>
	Jackie McPherson	Administrative Asisstant/6	\$25.45	12/4/2021
	Kurshawn Sorensen	Personnel Manager/7	\$22.40	12/17/2021
	Gina Stolicker	Special Education Aide/3	\$15.05	12/3/2021
	Jacqueline Heisler	Title Tutor/2	\$14.40	12/14/2021
<b>Classified Resignations/Retirements/Terminations</b>				
	<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
	Andrea Ghulam Kim	Special Education Aide	VES	11/2/2021
<b>Classified Staff Hiring</b>				
	<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
	Debra Barber	Lunchroom Supervisor	PAT ELEM (FC)	11/01/2021
	Anja Cautrell	Lunchroom Supervisor	MS	11/01/2021
	Marion Groves	Lunchroom Supervisor	MS	10/26/2021
<b>Temporary Hires</b>				
	<b>Name</b>	<b>Position</b>	<b>Salary</b>	<b>Effective Date</b>
	Kendra Barrett	MS Assistant Fall Drama Coach - 1 Year Only	\$1580.00 per yr	10/27/2021
	Casey Hoover	HS Student 2 Student	\$600.00 per yr	11/4/2021
	Tony Keen	HS Assistant Girls Basketball Coach	\$4082.00 per yr	11/1/2021
	Jaelyn Lardy	HS Student 2 Student	\$600.00 per yr	11/4/2021
	Emilee Stukerjurgan	MS Head Cheer Coach - 1 Year Only	\$9.45 per hr	1/10/2022
	Amanda Taylor	HS Assistant Girls Basketball Coach	\$3549.00 per yr	11/1/2021
<b>Substitute Hires</b>				
	<b>Name</b>	<b>Substitute Teacher</b>	<b>Substitute Classified</b>	<b>Effective Date</b>
	Stacy Cookie	\$105.00/day	95% of Step 1	9/17/2021
	Marion Groves	\$105.00/day	95% of Step 1	10/25/2021
	Donn Hofmeister	\$127.50/day	95% of Step 1	10/25/2021
	Kacie McGuire	\$105.00/day	95% of Step 1	10/25/2021
	Lindsey Nichols	\$105.00/day	95% of Step 1	10/25/2021
	McKenzie Sachse	\$105.00/day	95% of Step 1	10/25/2021
	Selena Smith	\$105.00/day	95% of Step 1	10/25/2021
	Kalen Steczkowski	\$105.00/day	95% of Step 1	10/25/2021
**	Personnel Action additions and updates made after intial publication and before scheduled school board meeting.			

**Board Report - For School Board 11/15/2021**

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
3M COMPANY	179771		325.00
ACE HARDWARE EAST	179772		87.68
ALLSTATE PETERBILT	179773		105.00
AMAZON.COM	179774		1,689.09
AMERICAN LEGION	179775		900.00
AMICK SOUND INC	179776		360.21
ARROWWOOD RESORT & CONFERENCE	179777		232.90
ASBSD	179778		100.00
ASCD	179779		478.00
BLACK HILLS BAGELS	179780		555.62
BLACK HILLS CHEMICAL CO	179781		217.99
BLACK HILLS ROOFING, INC.	179782		2,406.00
BROWN'S SMALL ENGINE REPAIR	179783		134.83
C.O.R.E FRESHMAN IMPACT	179784		2,500.00
CARDINAL SCALE MANUFACTURING INC	179770		88.70
CAROLINA BIOLOGICAL SUPPLY COMPANY	179785		731.50
CARQUEST AUTO PARTS	179786		63.98
CASE, KEVIN	179787		289.25
CASH-JR CLASS CONCESSIONS	179788		177.00
CASPER COLLEGE	179789		656.00
CENTURYLINK	179790		449.75
CORE & MAIN	179792		86.86
CUTTING EDGE LAWN CARE	179793		350.00
DAKOTA BUS SERVICE, INC.	179794		4,174.00
DENNIS SUPPLY-RC	179796		582.98
DHS VOLLEYBALL CLUB	179797		600.00
ELLISON EDUCATIONAL, INC.	179799		26.29
EVERGREEN OFFICE PRODUCTS	179800		142.32
EXTEMPGENIE.COM	179801		90.00
FASTENAL COMPANY, THE	179802		17.28
FIDUCIARY ACCOUNT	179803		6,333.60
FLOYD'S TRUCK CENTER	179804		404.16
GRAINGER, W.W., INC.	179807		1,367.84
HAMPTON INN - COLORADO	179770		1,122.33
HIGH POINT NETWORKS, LLC	179808		305.75

**Board Report - For School Board 11/15/2021**

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
HILLYARD INC	179809		748.87
IMAGINE LEARNING INC	179810		150.00
INNOVATIVE OFFICE SOLUTIONS	179811		2,330.40
JOHNSON CONTROLS INC	179813		787.24
JW PEPPER & SONS, INC.	179815		66.99
KILOWATT ELECTRIC INC.	179816		4,767.05
LARSON, JENNIFER	179817		90.00
LASTING IMPRESSIONS	179818		263.50
LIFEGUARD MD INC.	179770		355.08
LOWE ROOFING, INC.	179819		150.00
MAGAZINE LINE	179820		313.51
MENARDS	179821		201.81
MG OIL COMPANY, INC.	179822		9,425.45
MONTANA DAKOTA UTILITIES COMPANY, INC.	179823		1,451.72
MONUMENT HEALTH RAPID CITY HOSPITAL, INC	179824		5,974.00
NORTH CENTRAL BUS & EQUIPMENT CO. INC	179825		695.65
NORTH CENTRAL SUPPLY, INC.	179826		80.00
NORTHERN TRUCK EQUIPMENT CORP.	179827		86.30
OFFICE OF WEIGHTS & MEASURES	179828		56.00
POPP BINDING AND LAMINATING, INC	179829		928.50
PREMIER STRIPING & LANDSCAPES, LLC	179830		2,032.66
PRINCIPAL CENTER	179831		683.85
QUADIENT	179832		182.85
RAPID CITY JOURNAL	179833		926.48
REHAB SEMINARS	179834		369.00
RIVERSIDE TECHNOLOGIES INC	179835		4,000.00
ROYAL FLUSH PORTABLES, LLC	179836		120.00
SAM'S CLUB	41		196.81
SDCTM	179838		176.66
SDHSAA	179839		17.00
SOUTH DAKOTA LIBRARY ASSOCIATION	179770		175.00
SPARTAN STORES, LLC.	179840		316.48
SUMMIT SIGNS SUPPLY, INC.	179841		34.50
TAXI CHARGES	179770		168.43
TEACHER INNOVATIONS INC	179842		337.50

**Board Report - For School Board 11/15/2021**

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
TEACHERS PAY TEACHERS	179843		24.74
TEMPERATURE TECHNOLOGY INC	179844		110.00
TIE	179845		5,862.50
TRUE VALUE	179847		226.00
UNIVERSAL ATHLETIC LLC	179848		2,917.00
VEX ROBOTICS INC	179850		425.53
VOYAGER FLEET SYSTEMS, INC.	179851		372.75
WAL-MART STORES INC	179770		613.86
WALCRO, LLC	179852		52.77
WESTERN COMMUNICATIONS, INC.	179853		768.00
WINNSUPPLY	179854		396.30
<b>GENERAL FUND</b>			<hr/> 78,580.65
AMAZON.COM	179774		(191.61)
AMICK SOUND INC	179776		3,930.00
CO-OP ARCHITECTURE	179791		360,000.00
DAKOTA PLAYGROUND	179795		13,175.00
FMG ENGINEERING	179806		3,735.00
JUNIOR LIBRARY GUILD	179814		661.28
<b>CAPITAL OUTLAY</b>			<hr/> 381,309.67
AMAZON.COM	179774		322.58
EDUCATIONAL ADVANTAGES, INC.	179798		200.00
INSTITUTE MULTI-SENSORY EDUCATION	179812		297.77
REHAB SEMINARS	179834		369.00
SCHOOL NURSE SUPPLY	179837		191.50
TIMMONS MARKET	179846		64.82
<b>SPECIAL ED</b>			<hr/> 1,445.67
AMAZON.COM	179774		735.51
EVERGREEN OFFICE PRODUCTS	179800		2,897.00
FLYLEAF PUBLISHING	179805		1,872.07
INSTITUTE MULTI-SENSORY EDUCATION	179812		112.67
PARTNERS FOR LEARNING	179770		199.00
RIVERSIDE TECHNOLOGIES INC	179835		4,000.00
UNIVERSITY OF OREGON	179849		700.00
YMCA	179855		9,250.00
<b>GRANTS</b>			<hr/> 19,766.25
			<hr/> 481,102.24

**Board Report - For School Board 11/15/2021**

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
AMAZON.COM	11577		384.24
CASH-WA DISTRIBUTING COMPANY, INC.	11578		601.84
CASH-WA DISTRIBUTING COMPANY, INC.	11579		623.32
CENTRAL RESTAURANT PRODUCTS	11580		2,504.00
CHILD AND ADULT NUTRITION	11581		6,013.48
COCA-COLA BOTTLING CO HIGH COUNTRY	11582		198.00
DAKOTA WAREHOUSE	11583		40.00
DOMINOS PIZZA- BOX ELDER	11584		798.00
FIDUCIARY ACCOUNT	11586		4,560.00
PAN-O-GOLD BAKING COMPANY, INC.	11587		424.82
PRAIRIE FARMS	11588		5,258.75
REINHART FOOD SERVICE, LLC	11589		3,188.76
SERVALL TOWEL & LINEN SUPPLY, INC.	11590		164.22
<b>FOOD SERVICE</b>			<hr/> 24,759.43
			<hr/> 24,759.43
Grand Total:			<hr/> 505,861.67

**PAYROLL EXPENDITURES**

**OCTOBER 7 2021**

**OCTOBER 21 2021**

**TOTALS**

**\$1,026,416.91**

**\$1,075,418.72**

<b>DOUGLAS SCHOOL DISTRICT</b>				
<b>PERSONNEL ACTION 11/22/2021</b>				
<b>Employee Leave of Absence Requests</b>				
	<b>Name</b>	<b>Building/Position</b>	<b>Dates</b>	<b>Reason</b>
	Rebekah Varilek	PAT ELEM (BC)/PE	4/1/2022-5/26/2022	Maternity Leave
<b>Certified Professional Growth Plans</b>				
	<b>Name</b>	<b>Building</b>	<b>Position</b>	
	Rebecca Nelson	VES	Computer Teacher	
<b>Classified Service Factor Bonus</b>				
	<b>Name</b>	<b>Position</b>	<b>Amount</b>	<b>Dates of Service</b>
	Jackie McPherson	Administrative Assistant/15 Years	\$1,354.23	12/04/2006-12/04/2021
<b>Classified Anniversary Increases</b>				
	<b>Name</b>	<b>Position</b>	<b>Hourly Wage</b>	<b>Effective Date</b>
	Gina Stolicker	Special Education Aide/3	\$15.05	Correction - 09/17/2021
<b>Certified Resignations/Retirements/Terminations</b>				
	<b>Name</b>	<b>Position</b>	<b>Building</b>	<b>Effective Date</b>
	D'Anne Thompson	Special Education Teacher	MS	11/12/2021
<b>Classified Voluntary Transfer Request</b>				
	<b>Name</b>	<b>From Bldg/Position</b>	<b>To Bldg/Position</b>	<b>Effective Date</b>
	Livvy Bright	BC/Lunchroom Supervisor	HS/Special Education Aide	11/10/2021
<b>Classified Staff Hiring</b>				
	<b>Name</b>	<b>Position</b>	<b>Building</b>	<b>Effective Date</b>
	Ashley Aleman	Lunchroom Supervisor	VES	11/10/2021
	Heather Hall	Special Education Aide	VES	11/15/2021
	Kacie McGuire	Special Education Aide - 1 Year Only	PAT ELEM (BC)	11/15/2021
	Holly Rick	Lunchroom Supervisor	PAT ELEM (BC)	11/15/2021
	Carmen Villa	Special Education Aide - 1 Year Only	PAT ELEM (FC)	11/15/2021

<b>Temporary Hires</b>				
	<b>Name</b>	<b>Position</b>	<b>Salary</b>	<b>Effective Date</b>
	Jeff Wimp	HS Assistant Boys Basketball Coach	\$4082.00 per yr	11/1/2021
<b>Substitute Hires</b>				
	<b>Name</b>	<b>Substitute Teacher</b>	<b>Substitute Classified</b>	<b>Effective Date</b>
	Ashley Aleman	\$105.00/day	95% of Step 1	11/10/2021
	Brandy Blackmon	\$105.00/day	95% of Step 1	11/1/2021
	Jace Caldwell	\$105.00/day	95% of Step 1	11/1/2021
	Hope Cordell	\$105.00/day	95% of Step 1	11/1/2021
	Pamela Gholson	\$105.00/day	95% of Step 1	10/25/2021
	Mary Halle	\$127.50/day	95% of Step 1	10/5/2021
	Kaytlin Hokanson	\$127.50/day	95% of Step 1	11/11/2021
	Nicole Migasi	\$127.50/day	95% of Step 1	11/1/2021
	Michael Pauling	\$105.00/day	95% of Step 1	11/1/2021
	Angelica Tyler	\$127.50/day	95% of Step 1	11/10/2021
**	Personnel Action additions and updates made after intial publication and before scheduled school board meeting.			

<b>October 1, 2021 FINANCIAL</b>	<b>GENERAL FUND</b>	<b>CAPITAL OUTLAY</b>	<b>SPECIAL EDUCATION</b>
BALANCE 09/ 30/ 21	\$1,367,874.95	\$3,004,705.60	\$1,945,715.16
RECEIPTS:			
TAXES	\$56,900.87	\$32,591.24	\$21,026.65
TUITION			
INTEREST	\$9.17		
ADMISSIONS	\$4,496.00		
LOCAL	\$43.06	\$139.86	
COUNTY	\$18,545.03		
STATE	\$1,282,125.00		\$124,456.00
FEDERAL		0.00	
OTHER	\$4,260.00		
INTERFUND TRAN.	\$4,891.74		
LOANS			
TOTAL RECEIPTS:	\$1,371,270.87	\$32,731.10	\$145,482.65
DISBURSEMENTS:			
VERIFIED CLAIMS	\$205,587.27	\$990,104.63	\$10,195.59
SALARIES	\$1,598,421.83	\$0.00	\$316,918.09
TRANSFERS OUT			
<b>BALANCE 10/31/21</b>	<b>\$935,136.72</b>	<b>\$2,047,332.07</b>	<b>\$1,764,084.13</b>
BALANCE 10/ 31/ 20	1,635,292.81	2,179,499.66	1,929,526.42

<b>October 1, 2021 FINANCIAL</b>	<b>FEDERAL PROJECTS</b>	<b>UNEMPLOY- MENT FUND</b>
BALANCE 09/ 30/ 21	(\$684,726.79)	\$55,338.70
RECEIPTS:		
TAXES		
INTEREST		
LOCAL		
STATE		
FEDERAL		
PREMIUMS		
REIMBURSEMENTS	\$0.00	
OTHER (LOCAL) -AFROTC		
INTERFUND TRAN.		
OTHER (LOCAL) -LIBRARY		
TRANSFER IN		
TOTAL RECEIPTS:	\$0.00	\$0.00
DISBURSEMENTS:		
VERIFIED CLAIMS	\$98,453.45	\$4,447.14
SALARIES	\$97,897.52	\$0.00
TRANSFERS OUT		
EXPENDITURES		
<b>BALANCE 10/31/21</b>	<b>(\$881,077.76)</b>	<b>\$50,891.56</b>
BALANCE 10/ 31/ 20	(671,949.62)	55,277.81

<b>October 1, 2021 FINANCIAL</b>	<b>DEP CARE</b>	<b>ENTERPRISE</b>	<b>IMPACT AID</b>
BALANCE 09/ 30/ 21	\$565.04	\$4,714.21	\$22,778,419.54
RECEIPTS:			
INTEREST			\$4,891.74
TUITION			
STATE			
FEDERAL			
LOCAL	\$291.68		
OTHER			
INTERFUND TRAN.			
LOANS			
PREMIUMS			
TOTAL RECEIPTS:	\$291.68	\$0.00	\$4,891.74
DISBURSEMENTS:			
VERIFIED CLAIMS	\$310.00	\$0.00	\$0.00
SALARIES	\$0.00	\$0.00	\$0.00
EXPENDITURES/ TRANSFERS OUT			\$29,891.74
<b>BALANCE 10/31/21</b>	<b>\$546.72</b>	<b>\$4,714.21</b>	<b>\$22,753,419.54</b>
BALANCE 10/ 31/ 20	374.93	(12,025.03)	20,012,424.65

<b>October 1, 2021 FINANCIAL</b>	<b>FOOD SERVICE</b>	<b>FIDUCIARY FUNDS</b>	<b>MEDICAL REIMB-125</b>
BALANCE 09/ 30/ 21	\$109,327.74	\$184,772.10	(\$1,679.73)
RECEIPTS:			
INTEREST			
SALES	\$10,431.77		
STATE			
FEDERAL	\$167,102.46		
LOCAL	\$190.67	\$55,401.44	\$1,986.24
OTHER			
INTERFUND TRAN.	\$25,000.00		
LOANS			
TOTAL RECEIPTS:	\$202,724.90	\$55,401.44	\$1,986.24
DISBURSEMENTS:			
VERIFIED CLAIMS	\$80,858.17	\$51,344.06	\$1,899.07
SALARIES	\$75,617.55	\$0.00	\$0.00
<b>BALANCE 10/31/21</b>	<b>\$155,576.92</b>	<b>\$188,829.48</b>	<b>(\$1,592.56)</b>
BALANCE 10/ 31/ 20	20,705.80	174,042.54	2,043.33

**Board Report - For School Board 11/30/2021**

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
ALLSTATE PETERBILT	179870		52.50
AMAZON.COM	179871		481.04
AMERICAN SCHOOL COUNSELOR ASSOCIATION	179873		249.00
APPLE EDUCATION	179874		285.00
ARROWWOOD RESORT & CONFERENCE	179875		232.90
AUTOMATIC BUILDING CONTROLS INC	179876		283.00
BAYMONT INN AND SUITES SIOUX FALLS	179877		2,999.80
BERS WINDY FLATS RUBBLE SITE	179878		66.00
BHSU MUSIC DEPT	179879		90.00
BLACK HILLS ENERGY	179880		33,991.85
BLACK HILLS URGENT CARE	179881		415.00
BRAINPOP LLC	179882		175.00
CAROLINA BIOLOGICAL SUPPLY COMPANY	179883		1,215.78
CARQUEST AUTO PARTS	179884		107.70
CENTURY BUSINESS	179885		59.67
CLIMATE CONTROL SYSTEMS AND SERVICE	179886		4,895.59
CUSTER HIGH SCHOOL	179888		125.00
D & F TRUCK & AUTO ELECTRIC, INC.	179889		502.46
DAKOTA POTTER'S SUPPLY	179890		241.55
DALE'S TIRE & RETREADING, INC.	179891		1,333.00
DAUGHERTY, DALE	179892		1,540.00
DAYS INN-CASPER	179893		989.68
EBSCO SUBSCRIPTION SERVICE	179894		734.15
FIDUCIARY ACCOUNT	179895		1,304.00
HARLOW'S BUS SALES, INC.	179897		293.27
HARVEYS LOCK SHOP, INC.	179898		59.50
HILLYARD INC	179900		275.96
KETEL, THORSTENSON, LLP	179901		21,197.55
KIEFFER SANITATION, INC.	179902		1,759.01
LYNN JACKSON SHULTZ & LEBRUN PC INC	179903		4,759.00
MATH COUNTS	179904		180.00
MENARDS	179905		429.07
MIDCONTINENT COMMUNICATIONS	179906		1,815.46
MONTANA DAKOTA UTILITIES COMPANY, INC.	179907		8,215.15
MRAZ, TONY	179908		360.00

**Board Report - For School Board 11/30/2021**

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
NASP, INC.	179909		697.00
NORTH CENTRAL BUS & EQUIPMENT CO. INC	179910		418.47
NORTHWEST PIPE FITTINGS, INC.	179911		151.32
RAPID CITY JOURNAL	179912		545.50
REGION INSIGHTS	179913		3,920.79
RIVERSIDE TECHNOLOGIES INC	179914		3,252.00
SCHOOL SPECIALTY INC.	179915		914.25
SDCTM	179916		88.34
STAN HOUSTON EQUIPMENT COMPANY, INC.	179918		69.98
STARFALL EDUCATION	179919		270.00
TEMPERATURE TECHNOLOGY INC	179920		3,604.12
THUNDERBIRD LODGE	179921		608.44
TIMELESS WEDDING & EVENT PLANNING	179922		231.62
TRANSOURCE	179923		1,850.00
TRUE VALUE	179924		241.18
TUCKER, SARAH	179925		150.00
UNITED LABORATORIES INC	179926		1,904.40
VANWAY TROPHY & AWARD, INC.	179927		24.10
WESTERN STATES FIRE PROTECTION COMPANY	179928		1,618.06
<b>GENERAL FUND</b>			<hr/> 112,273.21
A&J SCREENING,	179869		1,054.00
CENTURY BUSINESS	179885		8,073.30
CLIMATE CONTROL SYSTEMS AND SERVICE	179886		35,932.00
FOLLETT SCHOOL SOLUTIONS, INC	179896		2,499.43
<b>CAPITAL OUTLAY</b>			<hr/> 47,558.73
CPI	179887		3,939.44
<b>SPECIAL ED</b>			<hr/> 3,939.44
HERITAGE CLEANERS, INC.	179899		14.42
SHERATON HOTEL AND CONVENTION CENTER	179917		384.00
<b>GRANTS</b>			<hr/> 398.42
			<hr/> 164,169.80
CASH-WA DISTRIBUTING COMPANY, INC.	11598		934.97
CASH-WA DISTRIBUTING COMPANY, INC.	11599		9,364.06
COCA-COLA BOTTLING CO HIGH COUNTRY	11600		355.50
DAKOTA WAREHOUSE	11601		120.00
DOMINOS PIZZA- BOX ELDER	11602		819.00

**Board Report - For School Board 11/30/2021**

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
FIDUCIARY ACCOUNT	11604		395.00
GENERAL FUND	11605		63,754.01
PAN-O-GOLD BAKING COMPANY, INC.	11606		647.32
PRAIRIE FARMS	11607		3,153.11
REINHART FOOD SERVICE LLC	11608		11,848.07
SERVALL TOWEL & LINEN SUPPLY, INC.	11609		121.49
<b>FOOD SERVICE</b>			<hr/> 91,512.53
			<hr/> 91,512.53
Grand Total:			<hr/> 255,682.33

2021-22 HIGH TRIP REQUESTS

	<b>Date of Trip</b>	<b>Trip Request #</b>	<b>Activity</b>	<b>Destination</b>	<b>Type of Transportation</b>	<b>BOE Approval Date</b>
1	11/12 - 11/13/21	1609	Robotics	Mitchell Technical College Mitchell SD	school bus	
2	12/10 - 12/11/21	1610	Robotics	Harrisburg, SD	school bus	
3	1/14 - 1/15/22	1612	Robotics	Groton, SD	school bus	
4	1/22/22	1611	Robotics	Gillette, WY	school bus	
5	3/25 - 3/26/22	1617	Welding Competition	Mitchell Technical College Mitchell SD	school van	

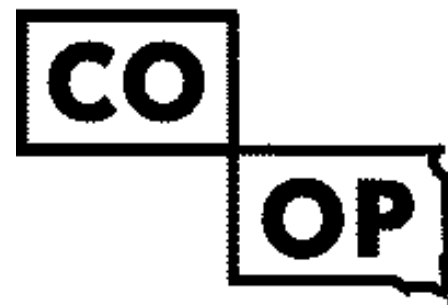


# Douglas High School

Design Development



Design Development | 08 September 2021  
20-20101-00



# Agenda

01. We See Statement & Guiding Principles
02. Design Concept
03. Landscape Design
04. Building Plan
05. Building Massing
06. Building Facade Concept
07. Materials Mood Board & Palette
08. Exterior Imagery



## We See Statement

We see an interactive, welcoming learning environment that provides a safe haven for students to explore their unique academic vocations and achieve their full potential through connections to nature, creative innovation, purposeful curriculum, and positive collaboration.

## High School Guiding Principles

### **Outdoor Connections**

Our high school will provide students and staff with direct connections to the outdoors through open green spaces for collaboration and learning in nature.

### **Innovative & Creative**

Our high school will be an innovative hub where learning is limitless, creativity is inspired, and opportunities are explored as students achieve their full potential.

### **Purposeful Curriculum**

Our high school will encompass a variety of learning environments that reflect the unique needs and vocations of our student body while championing a forward-thinking, meaningful curriculum.

### **Welcoming & Aesthetically Pleasing Environment**

Our high school will be a safe, inviting, and vibrant learning environment that fosters flexibility and collaboration among our students, staff, families, and visitors.



**CARVE** // reveal the gem inside



EXTERIOR



INTERIOR



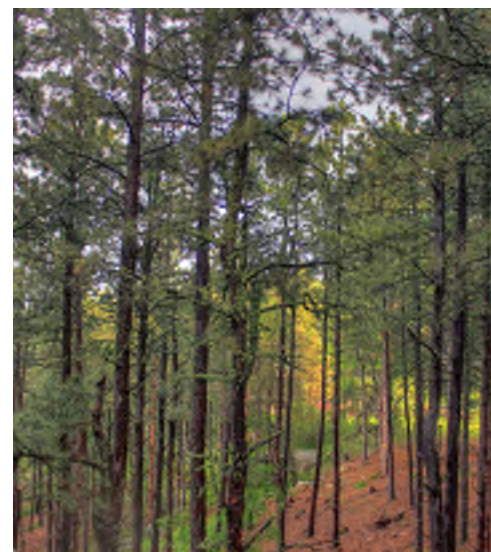
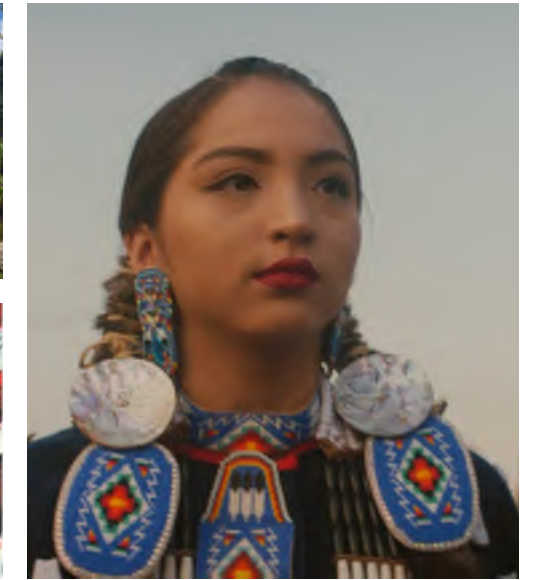
COMMUNITY

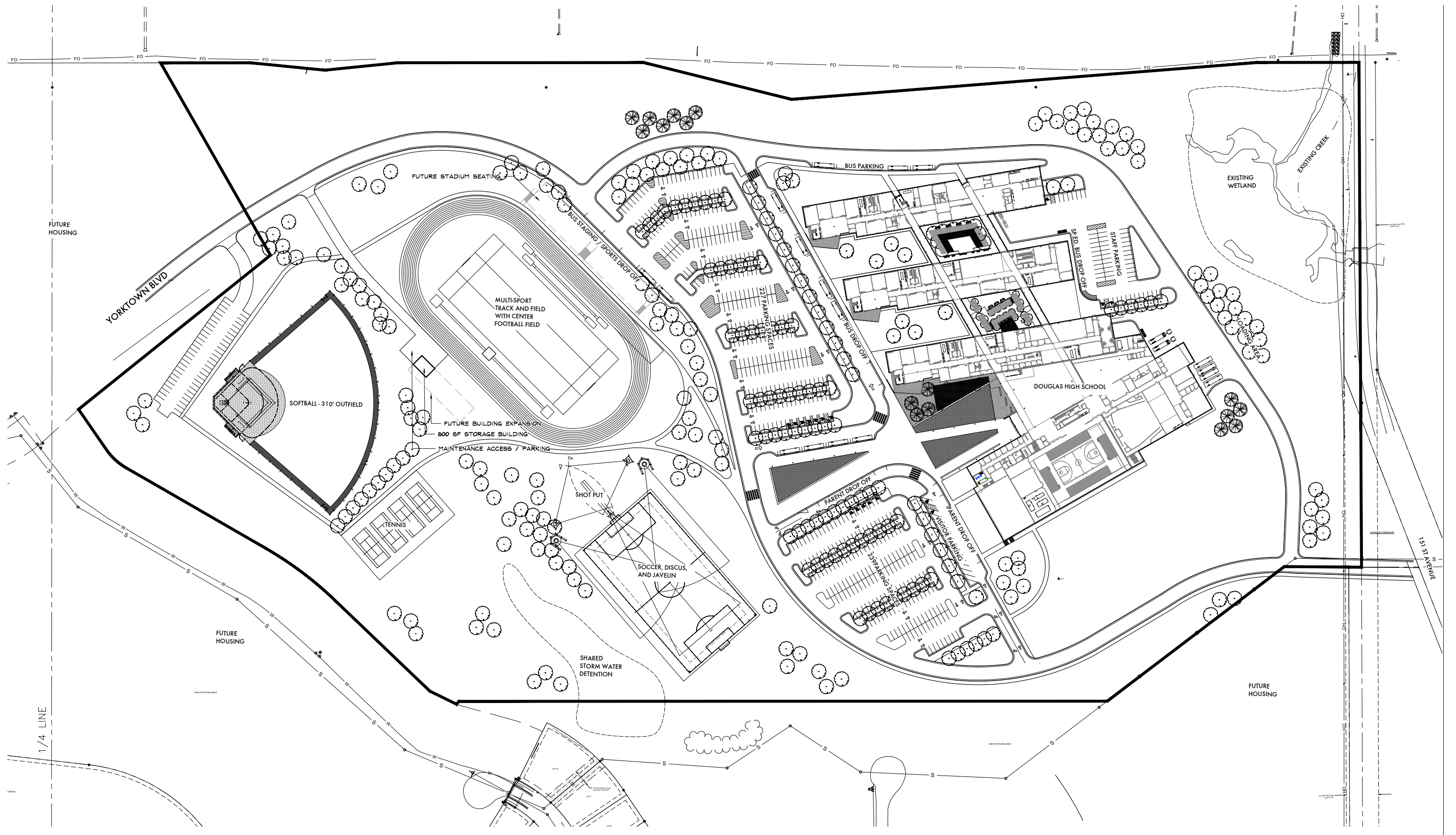
# Design Narrative

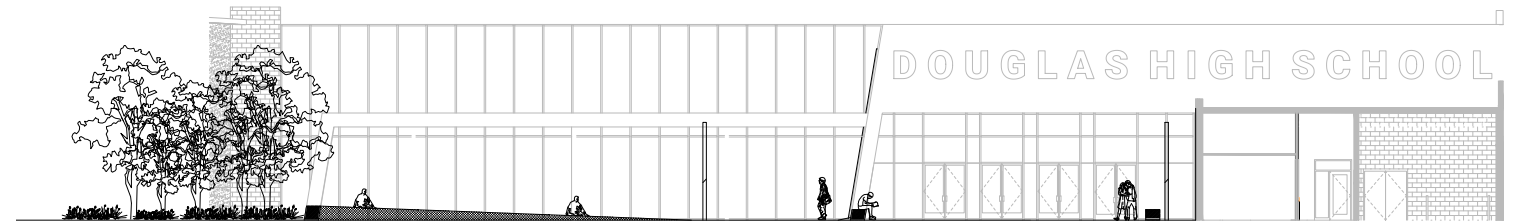
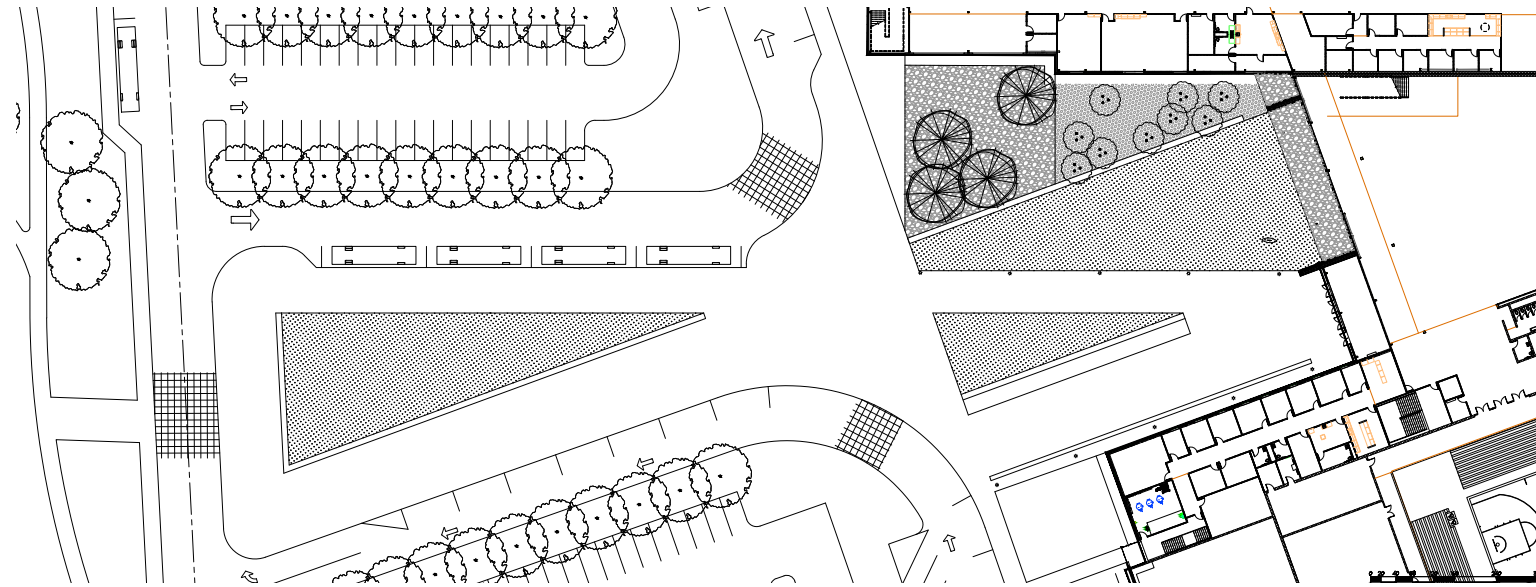
As one stands on the site for the new **Douglas High School**, off in the distance are large rock outcroppings jutting beyond the rolling hills surrounding Box Elder. These large shadowy landforms earned their name from the **Lakota Sioux Tribe**, who referred them as **“Paha Sapa”** which translates to Black Hills. These **sacred lands** are deeply rooted in the **history, culture,** and **lifestyle** of the Box Elder community and surrounding areas.

The **community** within the **Douglas School District** is just as unique and special as its neighboring geology. Douglas High School serves a **distinct** population, both native to the Box Elder area and transient due to **Ellsworth Air Force Base**. The dynamic relationship between the Military and the Douglas School District encourages a culture of **diversity** among staff and students. Douglas High School **welcomes the individual** experiences of both students and educators, establishing a safe and accommodating educational environment for all learners.

These ties are integral to the design approach for the New Douglas High School, which fosters **respect** for the Native American community, **patriotism** for the U.S. Military, and **connection** to the natural environment.







Land Forms

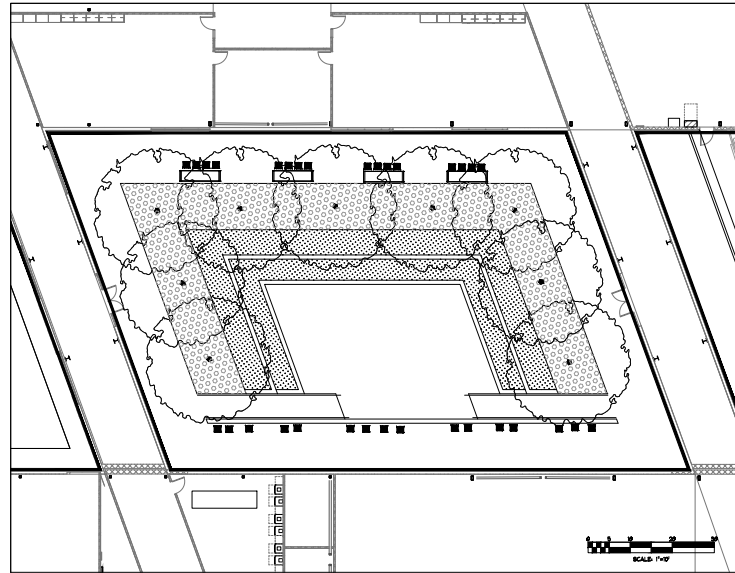


Integrated Seating

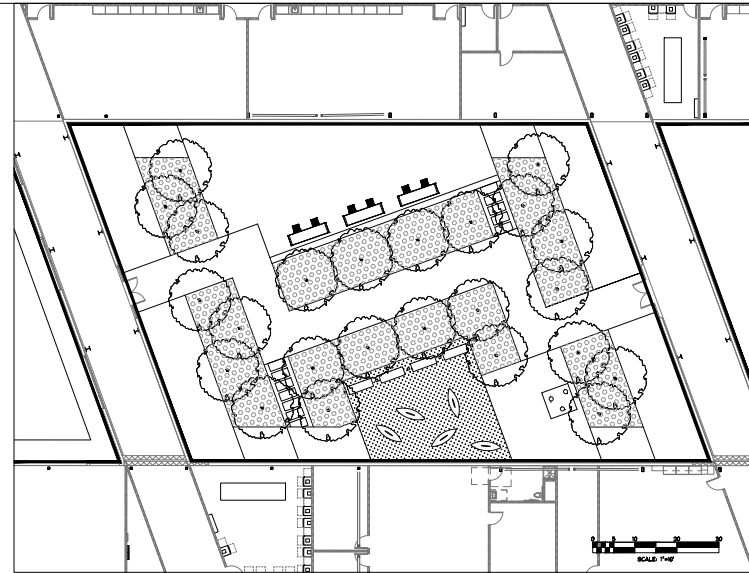


Pathway Designation

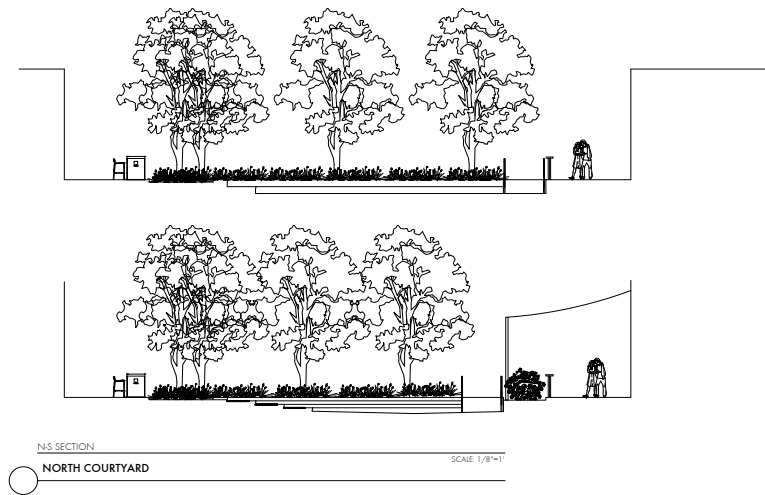




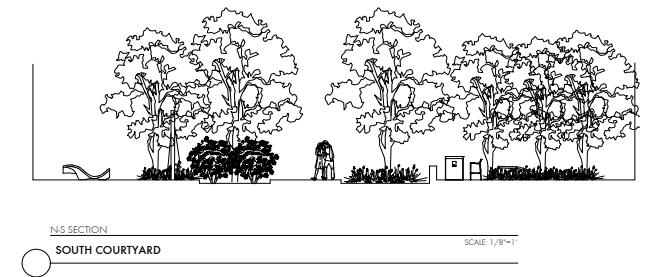
North Courtyard - Learning Steps



South Courtyard - Outdoor classrooms



Courtyard Sections



Learning Stair



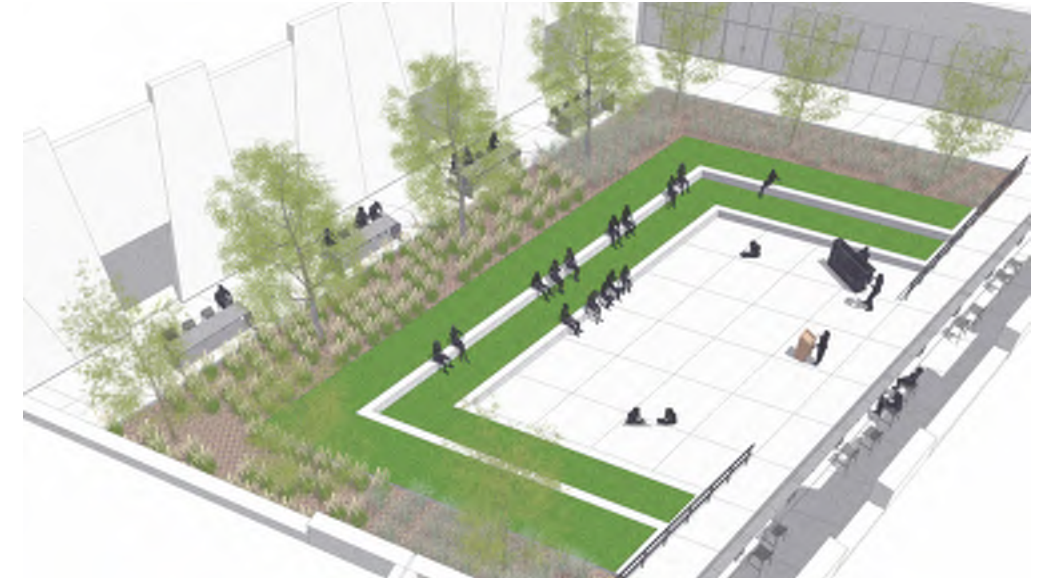
Organic Form Seating

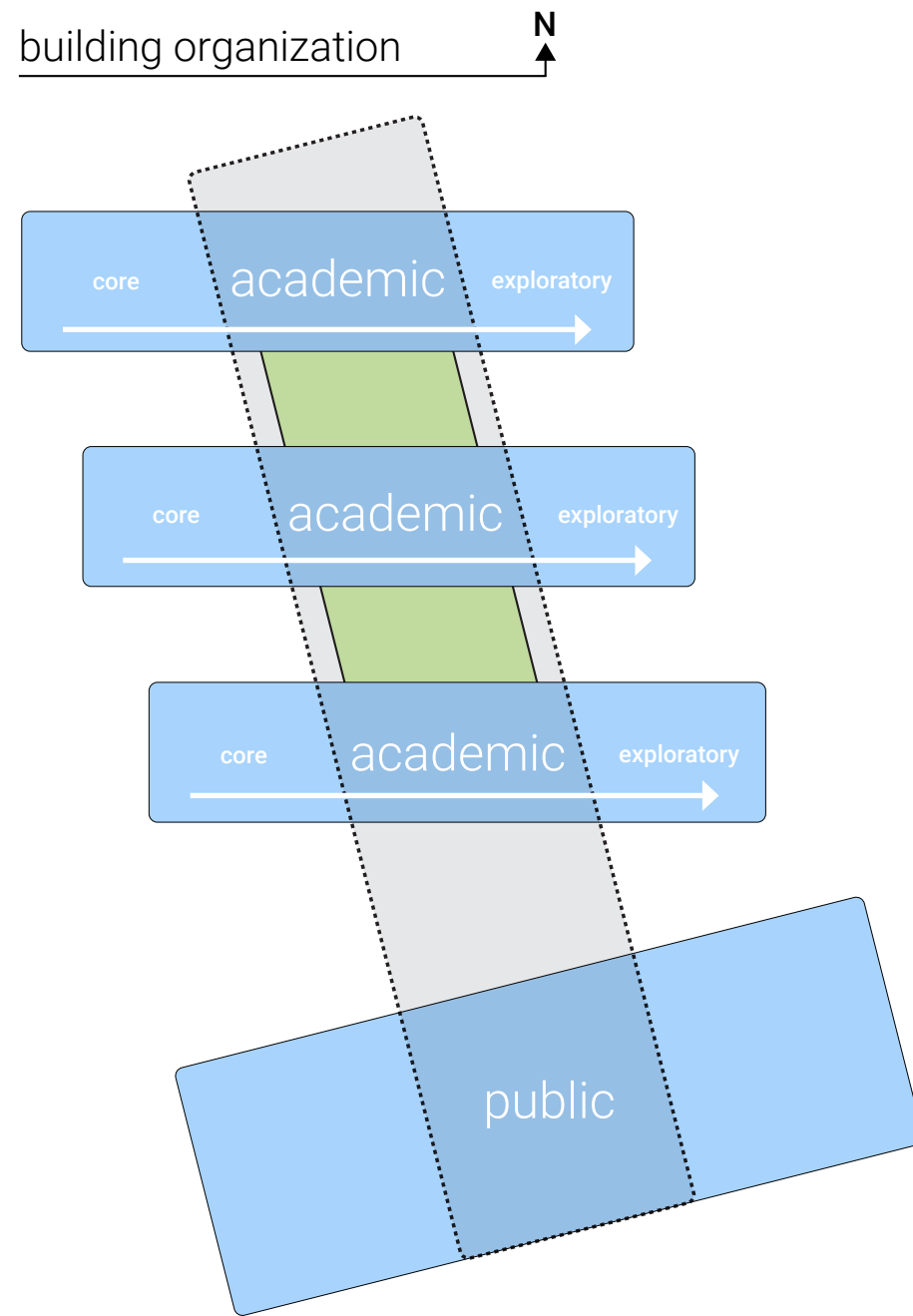


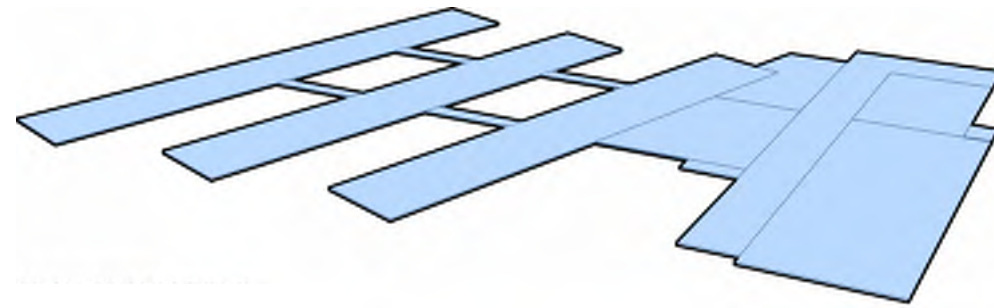
Collaborative Seating





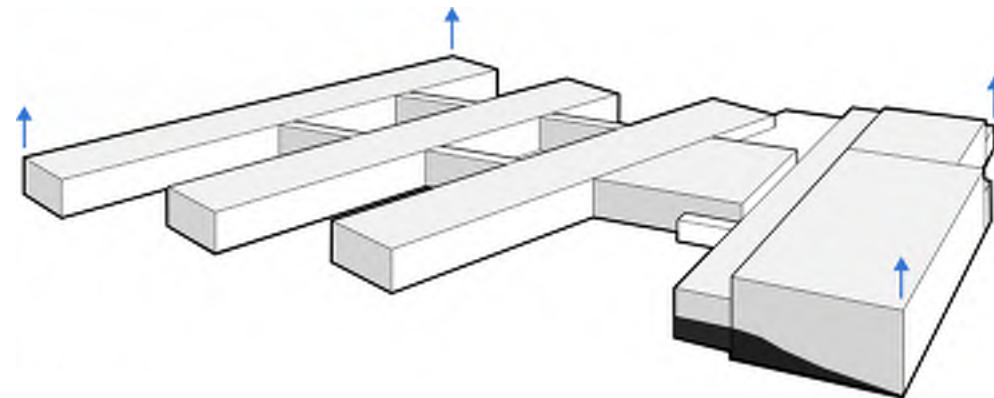






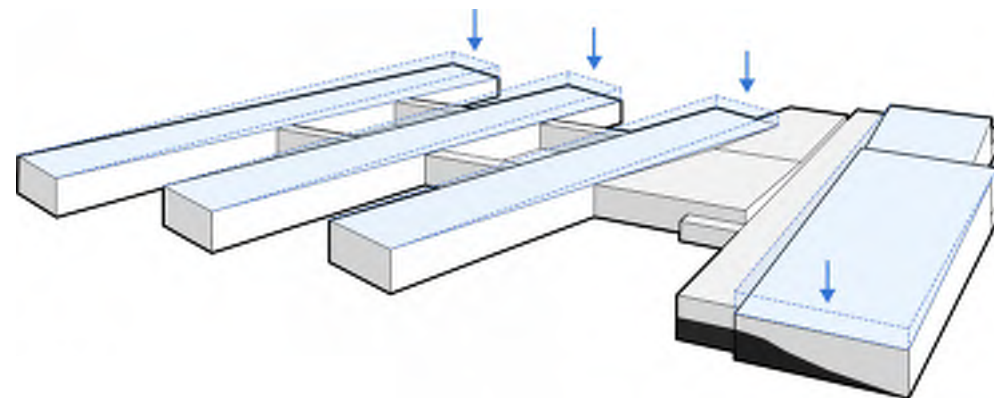
### 01. BOUNDARY

Develop the building footprint to meet the building program and orient itself to the site



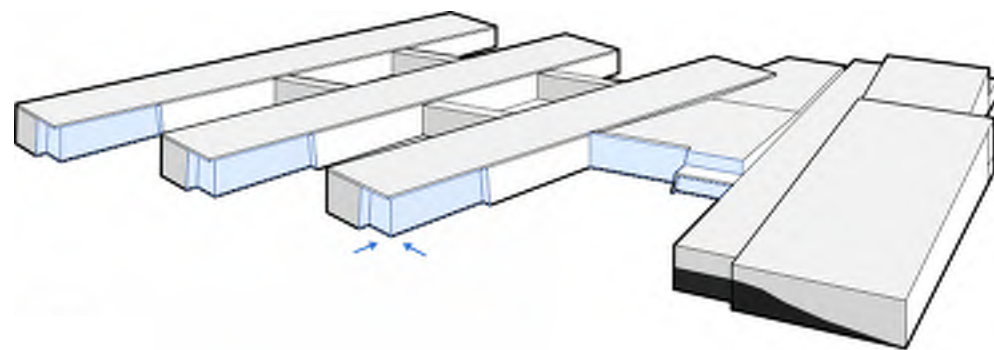
### 02. ELEVATE

Extrude the building vertically to appropriate building heights based on interior program



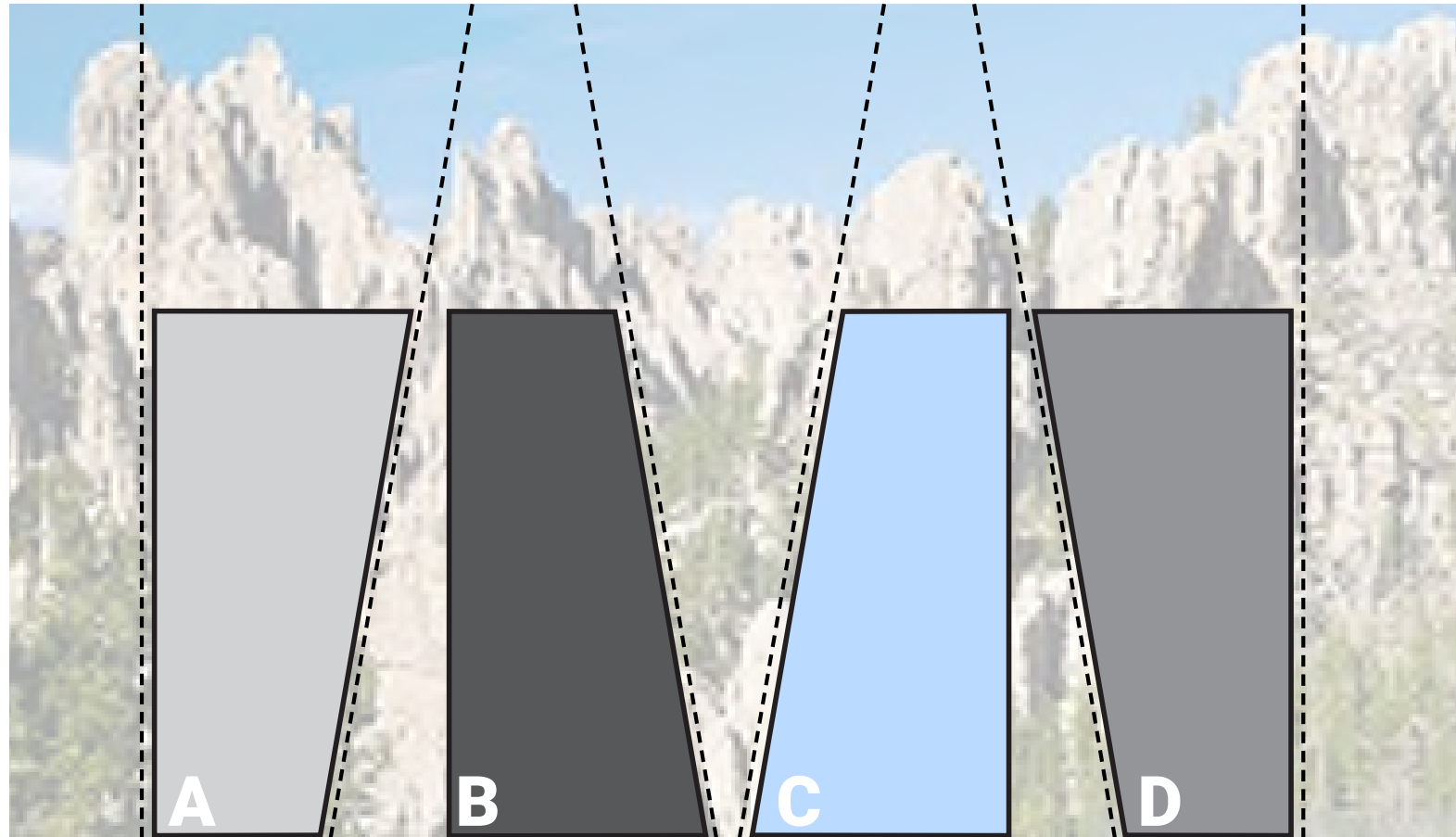
### 03. FORM

Slope the roof plane to define exterior massing and better serve interior spaces

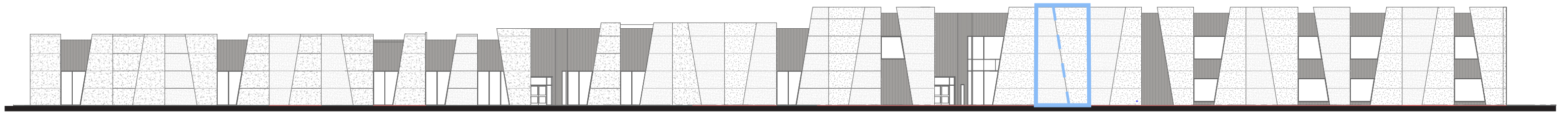


### 04. DEFINE

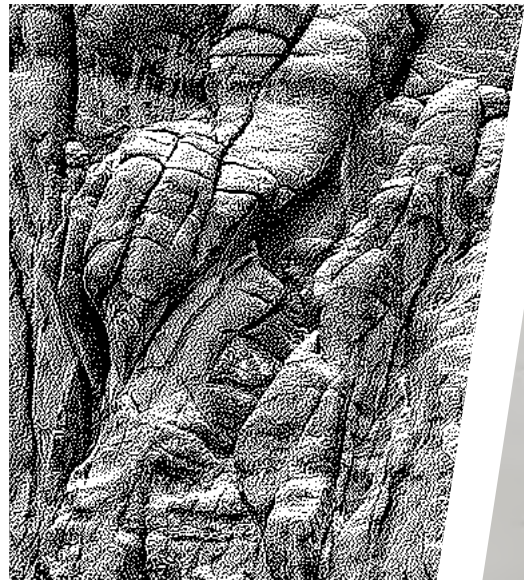
Carve out key locations throughout the building to provide strong connections from the interior to exterior



The Architectural façade is primarily made up of four repeating pre-cast panels, that mimic the stepping rock formations that outline the tops of the hills. The form of the building is carved into with glass to reveal the bright colors on the interior of the building, much like the native gemstones found throughout the Black Hills. The exterior incorporates neutral tones and raw textures creating a dichotomy to the interior spaces that are activated with an elevated color palette that reflects both patriotic colors and the natural landscape.



Pre-cast Panel System

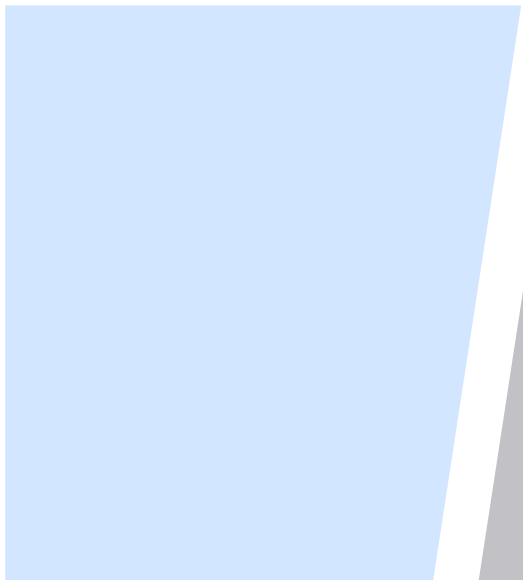


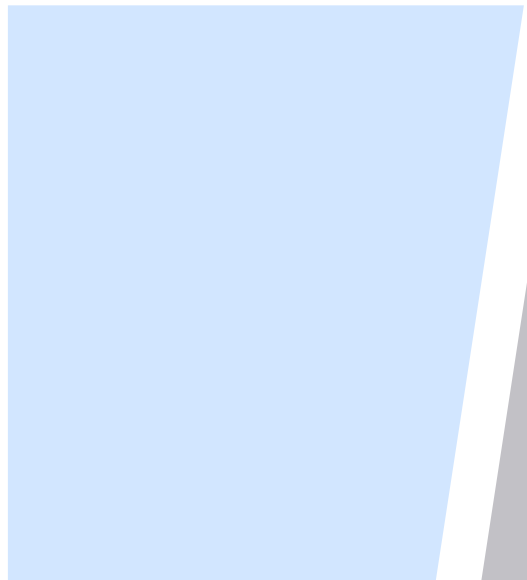
Corrugated Metal Panel



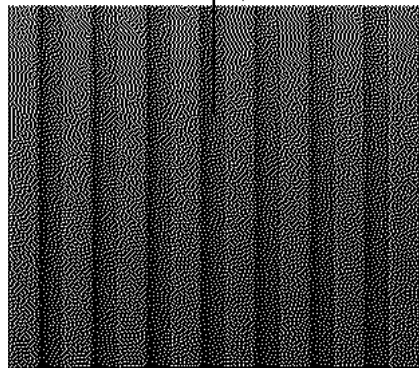
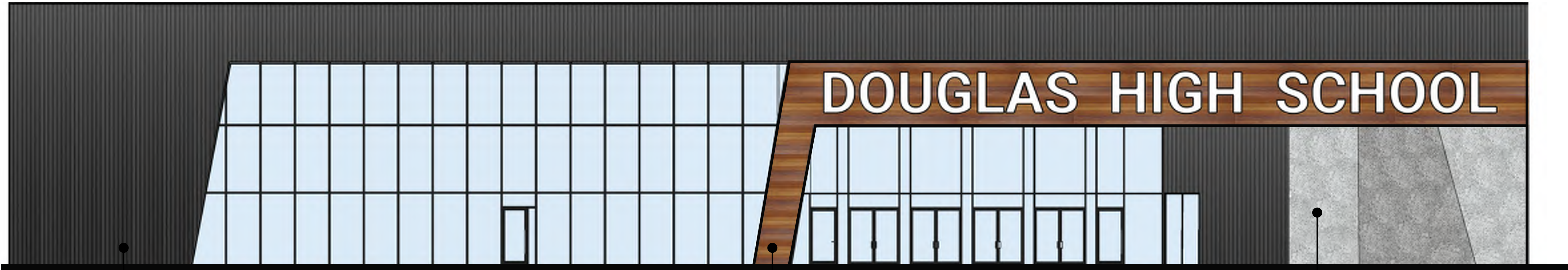
Wood Grain Accent Panel











BOX RIBBED  
MTL PANEL

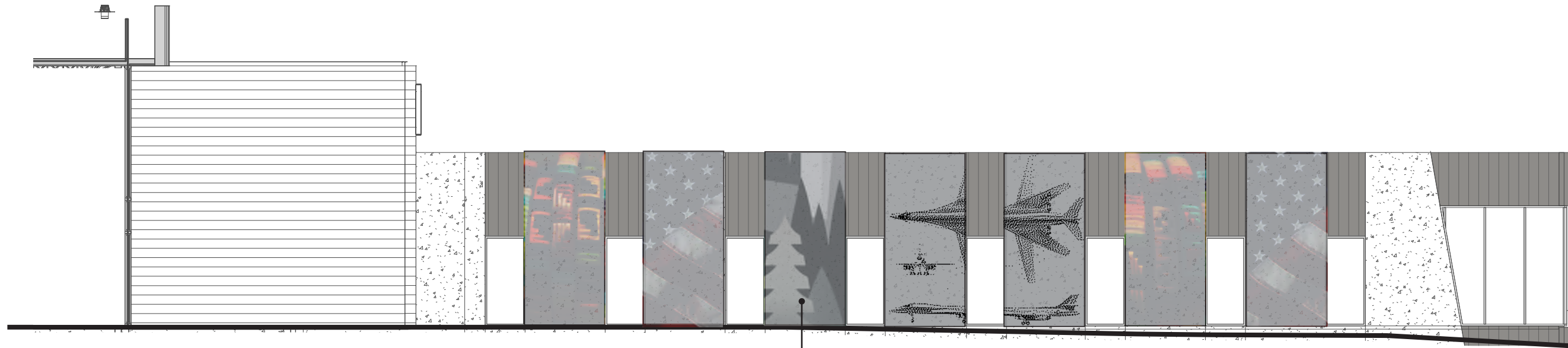


IPE (BRAZILIAN WALNUT)



GRAY - FOSSIL



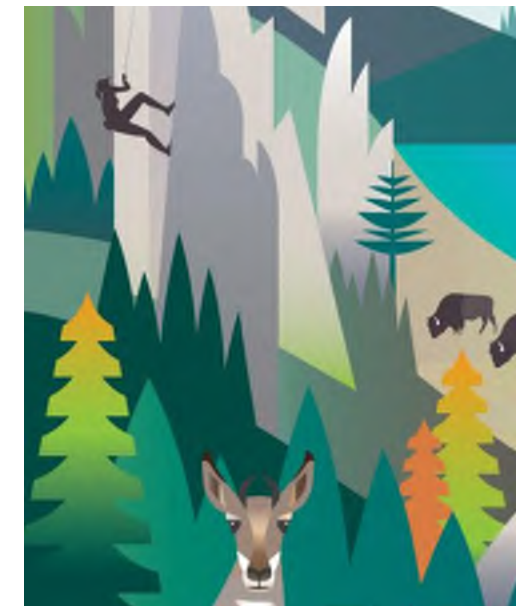
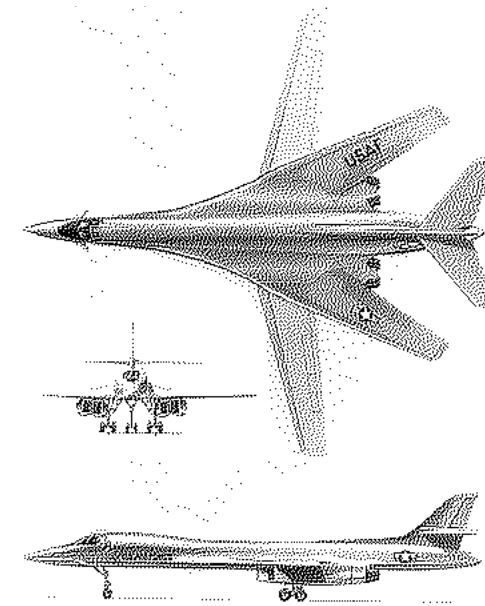


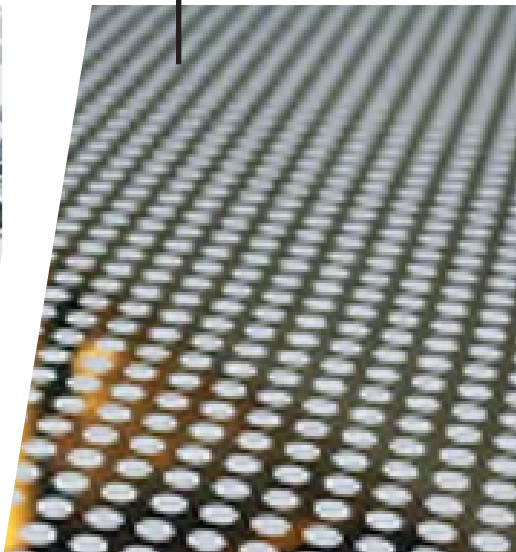
Student Designed Panels  
Along Building Entry

Example Student Designed Pre-cast Panel  
Gretna High School



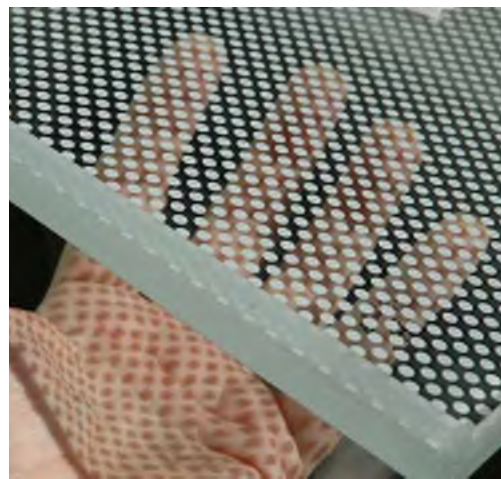
Symbolic Imagery





Custom Pattern Frit  
Viracon - 40% Coverage Custom Design





Viracon - Frit Pattern

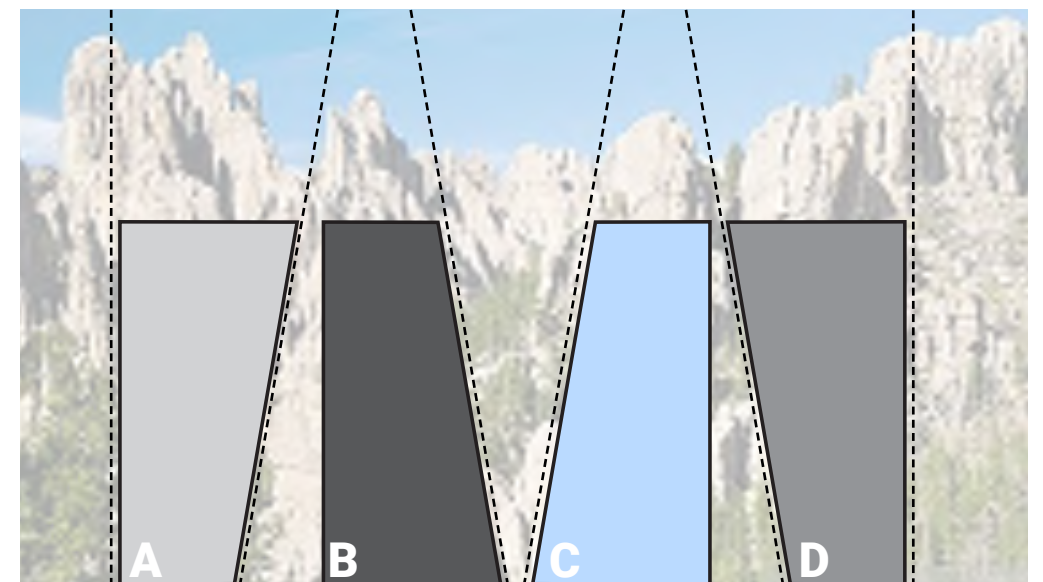


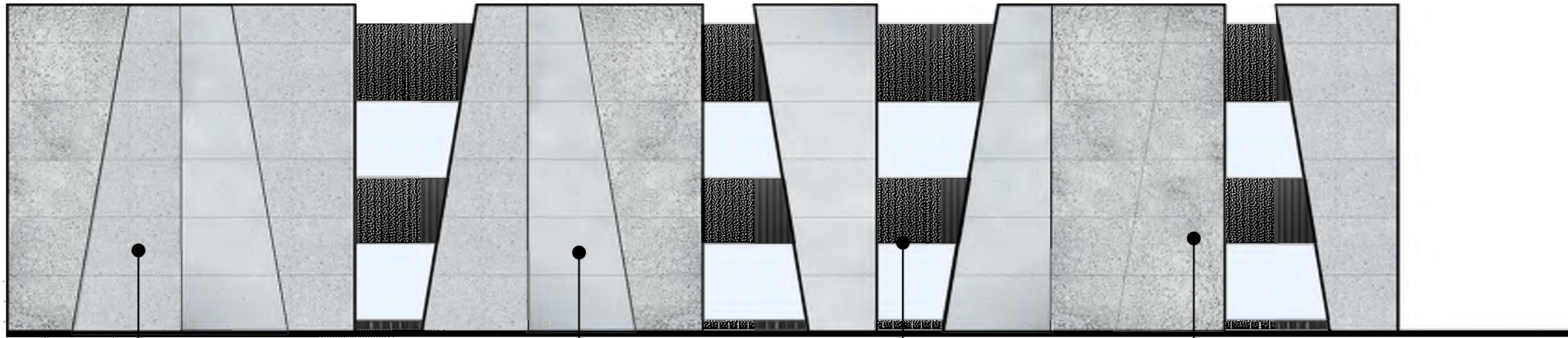


Primary Panel Shapes



Precast Panel System  
Varied Colors & Finish

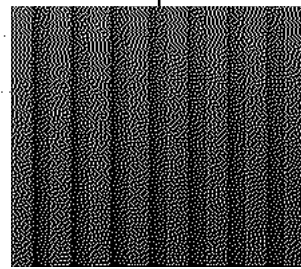




GRAY - SANDBLAST



GRAY - BURNISHED

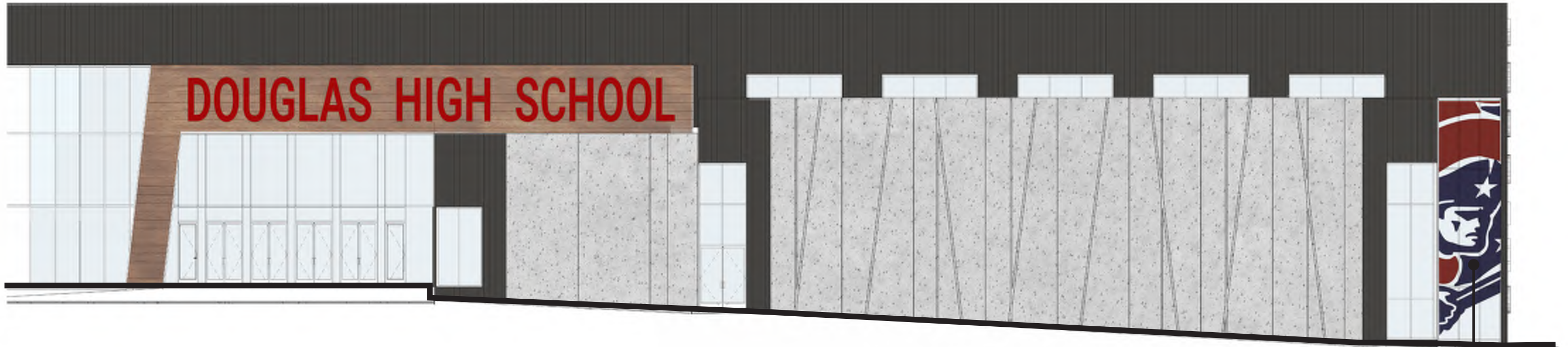


BOX RIBBED  
MTL PANEL

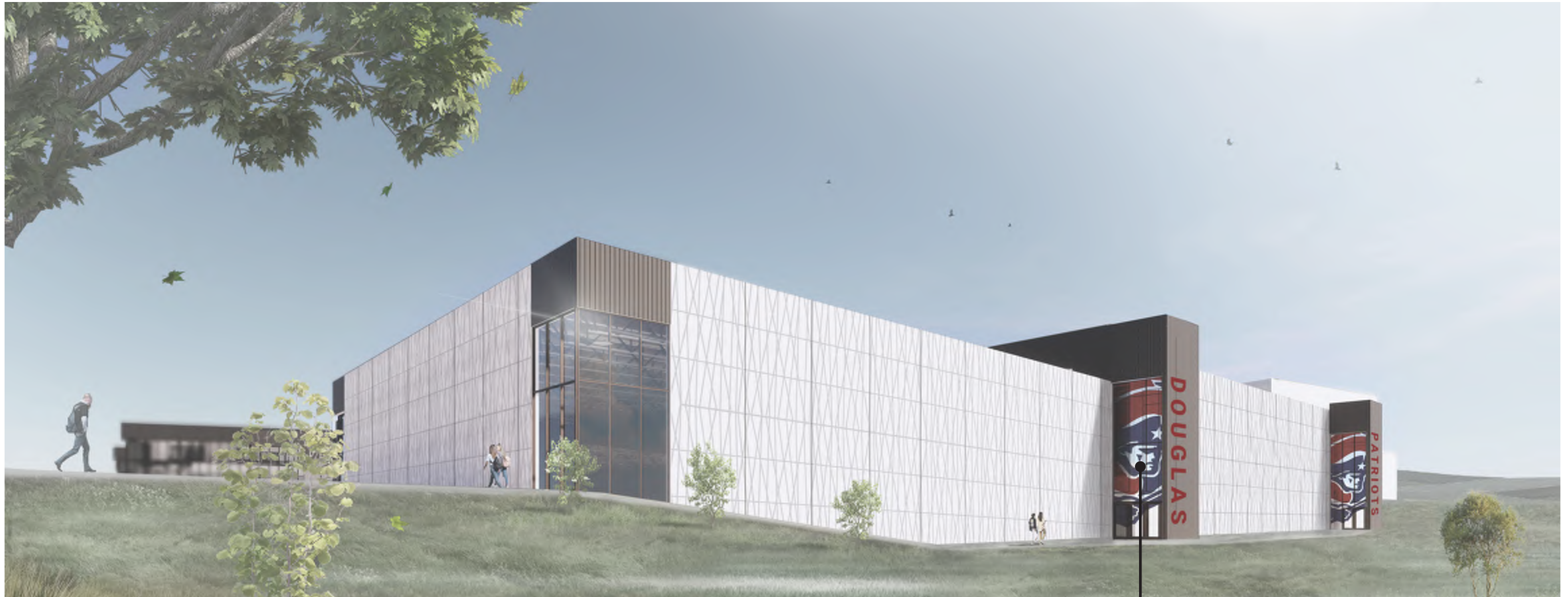


GRAY - FOSSIL





Patriot Mascot Graphic  
Located on Competition  
Gym Glazing



Mascot Graphic on Glazing  
Silk Screen or Digitally Printed



Custom Reveal  
Pre-Cast Panel



Back Lit 3D  
Building Letters

# INTERIOR CONCEPT

NATURAL. WARM. CONNECTED. DYNAMIC. PATRIOTIC.

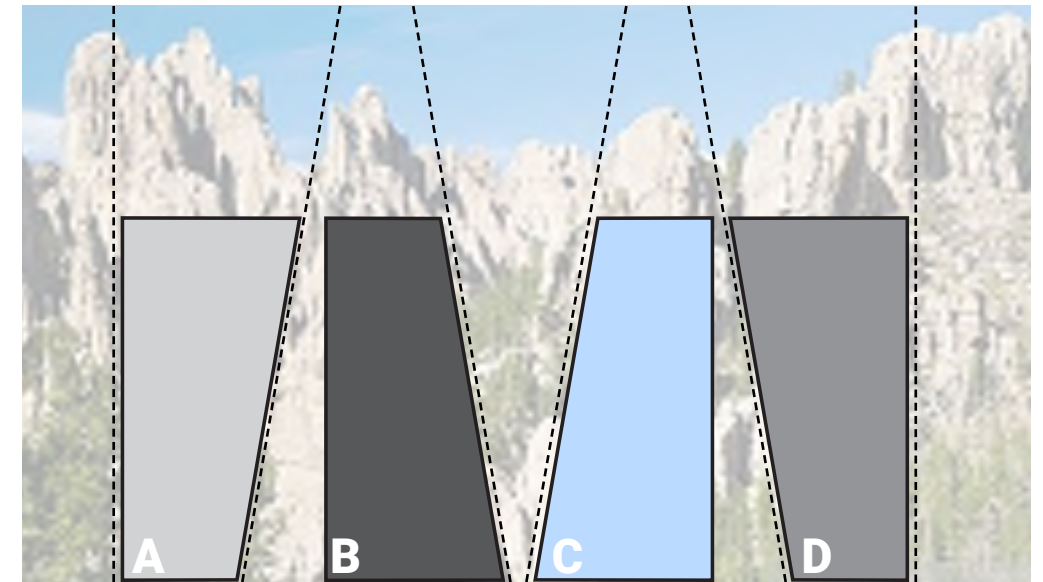
Situated amongst the Black Hills, The new Douglas High School draws inspiration from these **iconic** landforms, mimicking the stepping rock **formations** and 'carving' out the facade to reveal the *gems* of what lies within.

The interiors of the high school answers the questions of **'What are the Gems of Douglas School District?'**  
**'What is the root to Box Elder's culture, lifestyle, and history?'**

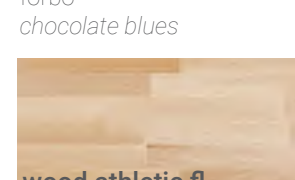
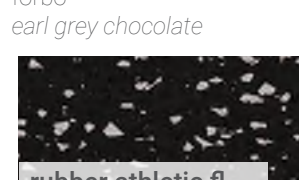
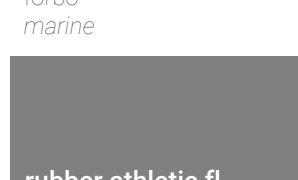
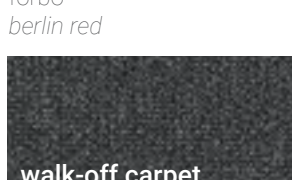
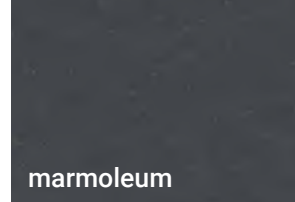
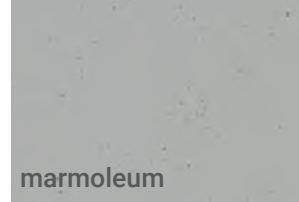
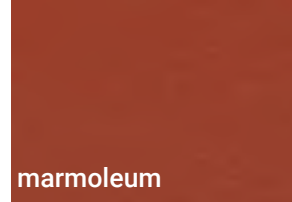
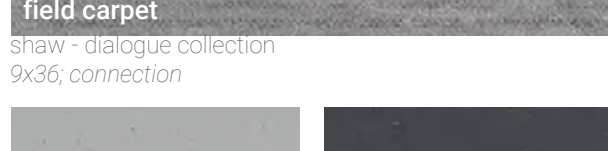
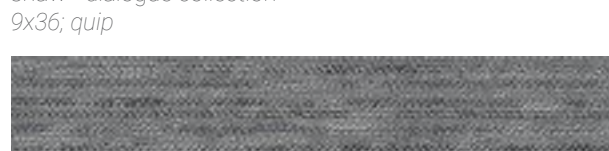
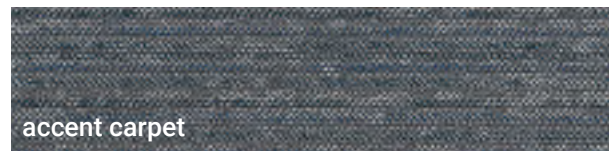
Whether its the rich history of the **Lakota tribe** or the deep roots of the **military**, the interiors pay tribute to *the people and the land*; what makes Douglas, Douglas.

Bright patriotic colors will inspire excitement and camaraderie in the gym space while muted jewel tones bring warmth to the education wings.

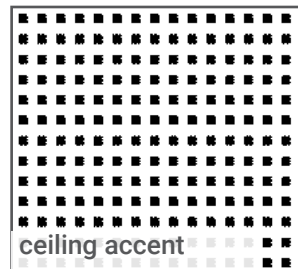
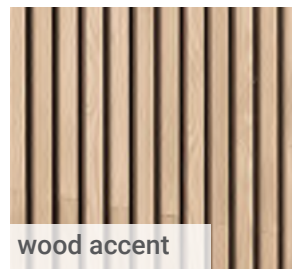
The repetition of **angled geometry** mimics the forms of the black hills in the distance and open up to reveal moments of **respect** for the community of Douglas. These moments will *pay homage* to the Lakota Tribe and Military Servicemen and women through the use of **graphic images, symbolism, and language**.



## flooring



## ceilings



## casework/misc materials



wood accent  
different options  
tbd

ceiling accent  
usg  
danoline

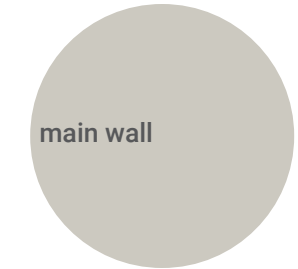
plam lowers/wood doors  
formica  
beige elm

plam counters  
formica  
paloma polar

plam uppers  
pionite  
yorkshire tweed

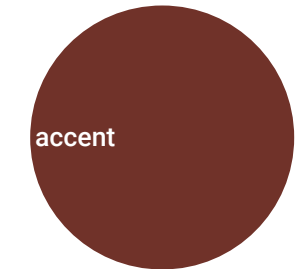
solid surface  
durasein  
naturally

## paint



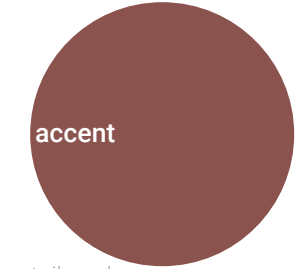
main wall  
repose gray

door frames/  
exp str  
rock bottom



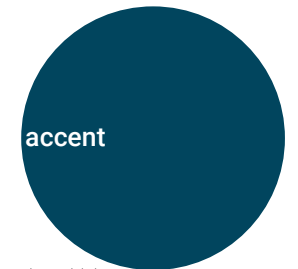
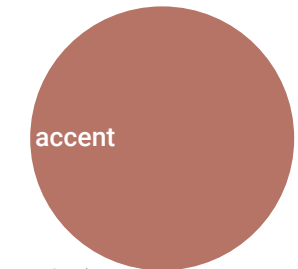
accent  
rustic red

accent  
resolute blue



accent  
toile red

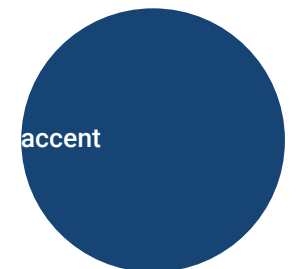
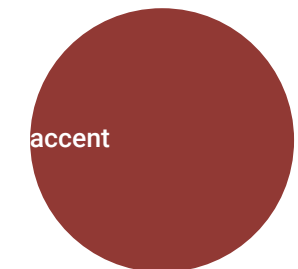
accent  
secure blue



accent  
rojo dust

accent  
loyal blue

## school colors



accent  
bolero

accent  
honorable blue

## wall tile



equipe - magma; 2.5"x8"

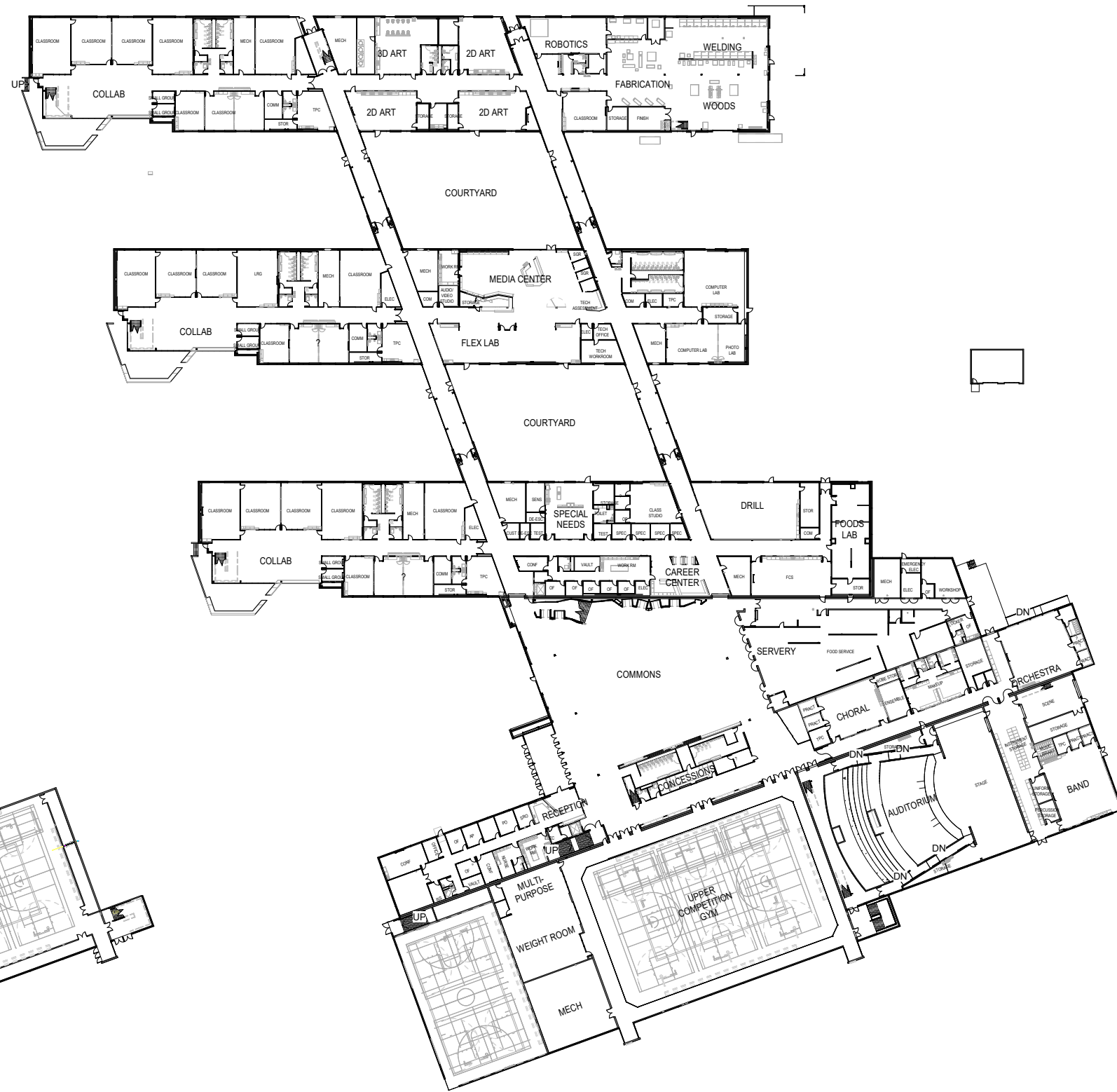


wood tile  
atlas  
nid tatami - natural

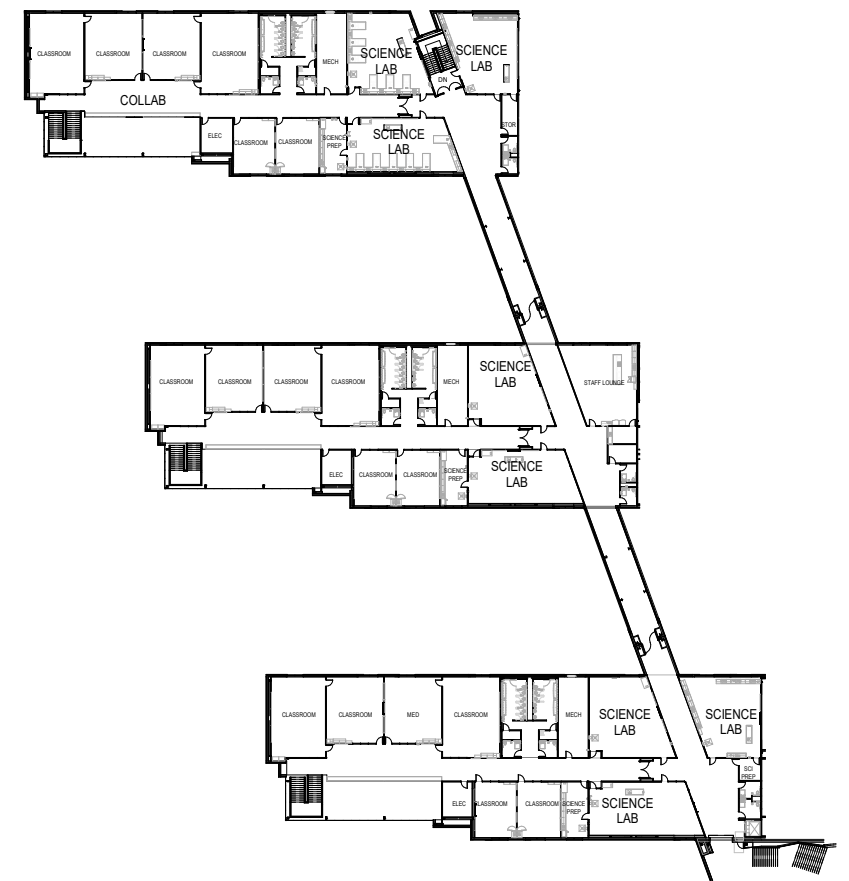
accent tile  
emil - totalook dolcelinea  
12x24, grigio



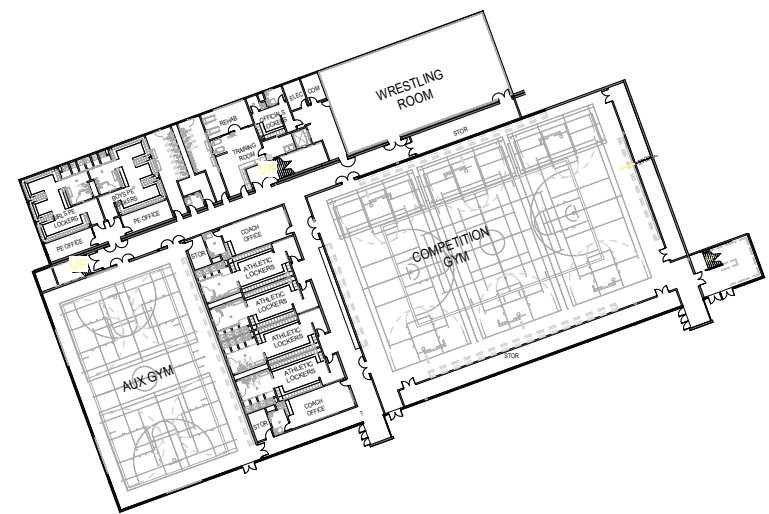
accent tile  
emil - totalook soft  
12x24, bianco



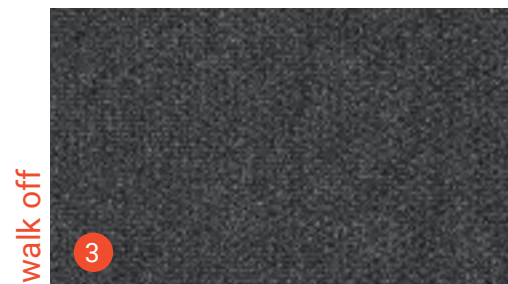
Ⓝ FIRST LEVEL



Ⓝ SECOND LEVEL



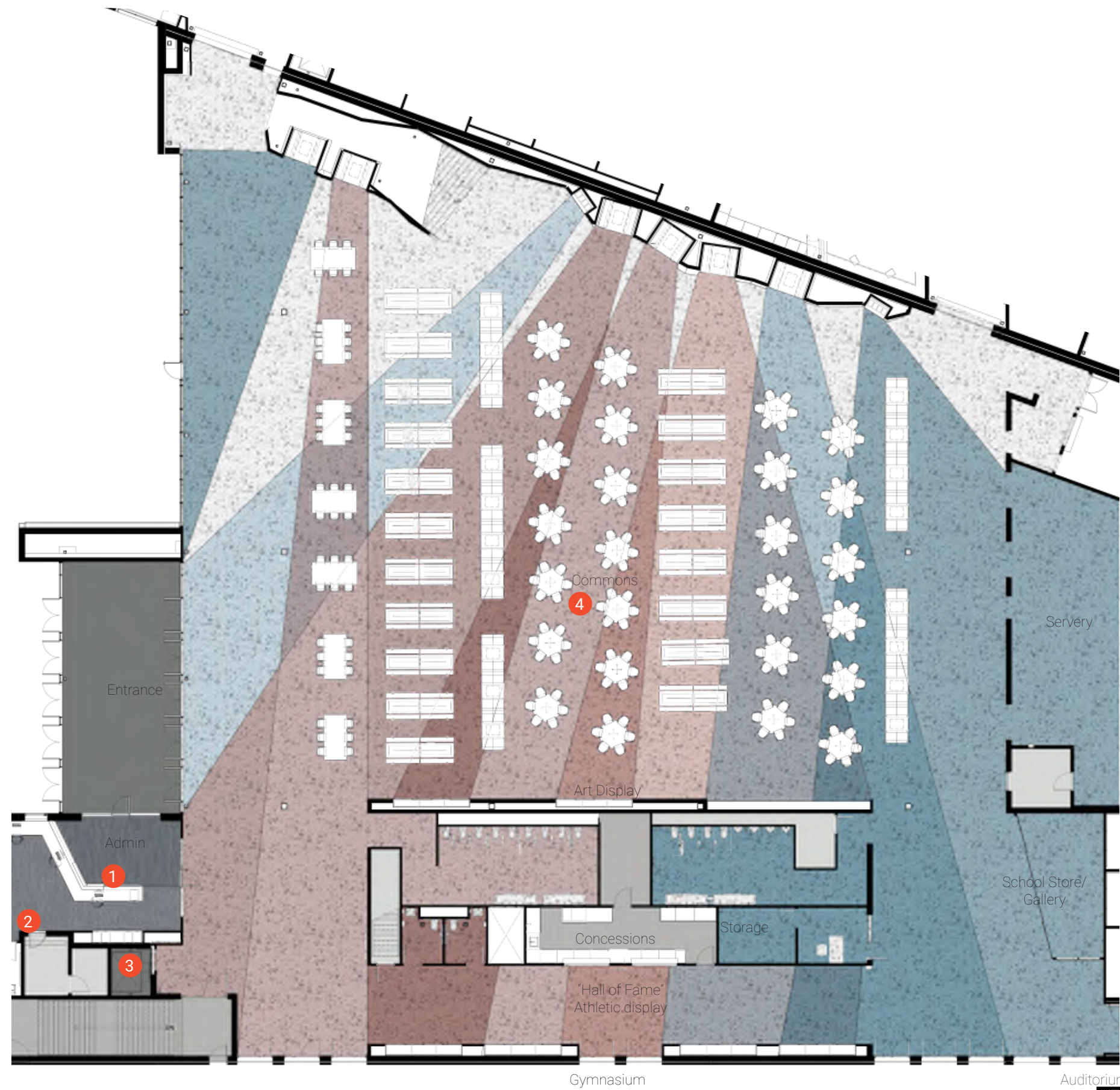
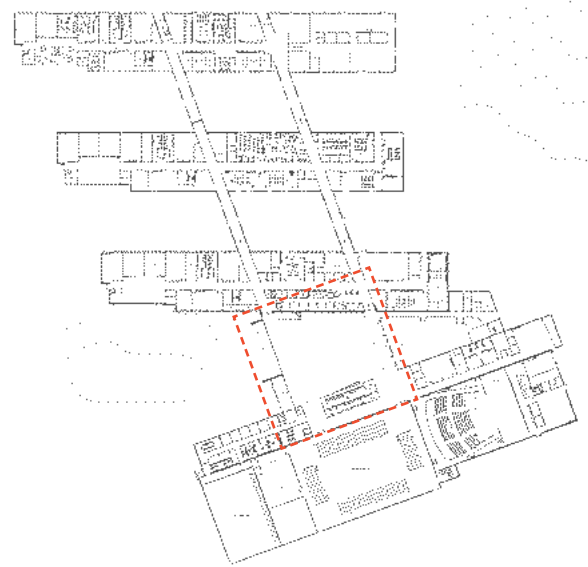
Ⓝ LOWER LEVEL



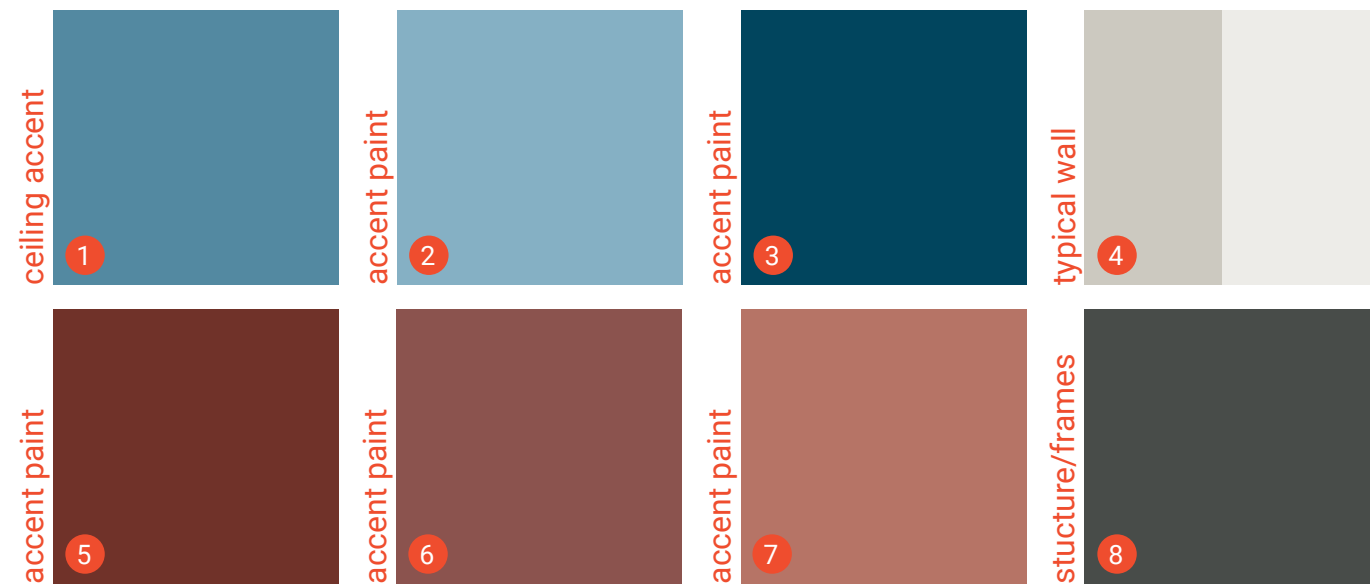
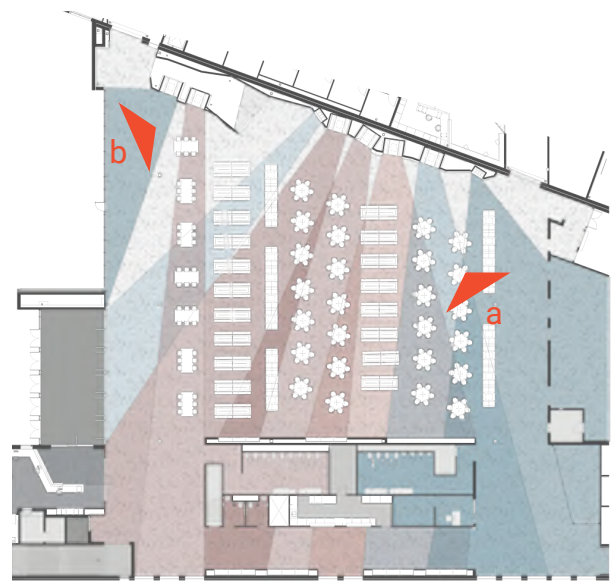
accent carpet

accent carpet

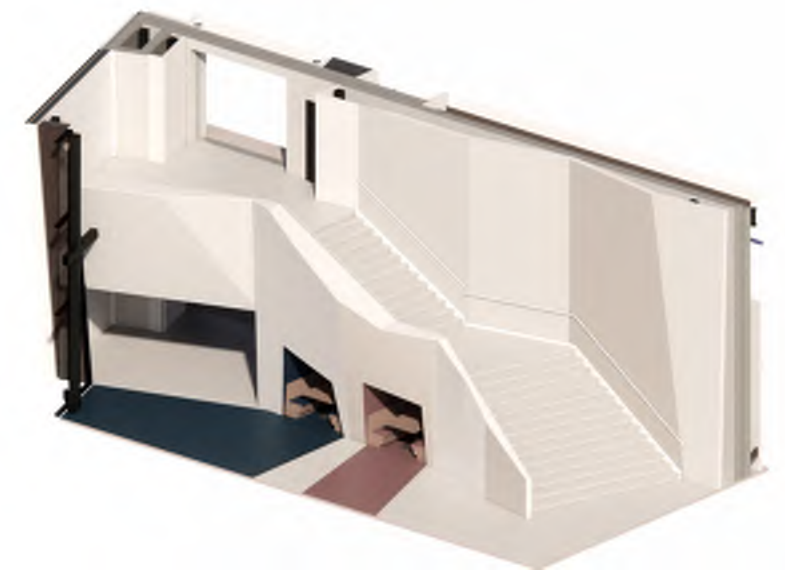
walk off



custom terrazzo



view b - understair

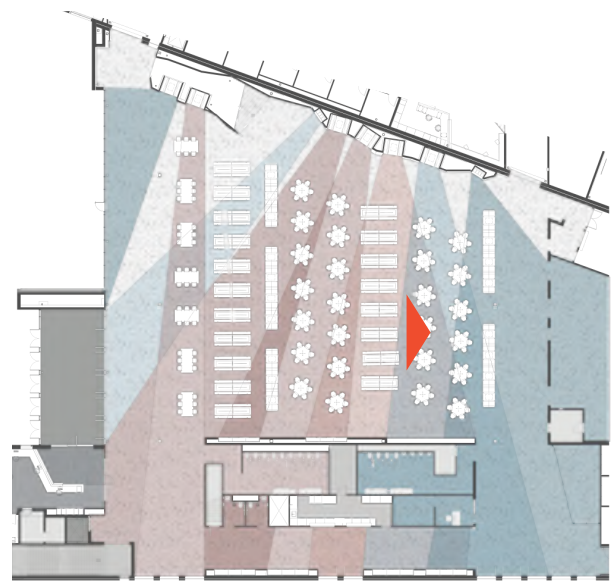




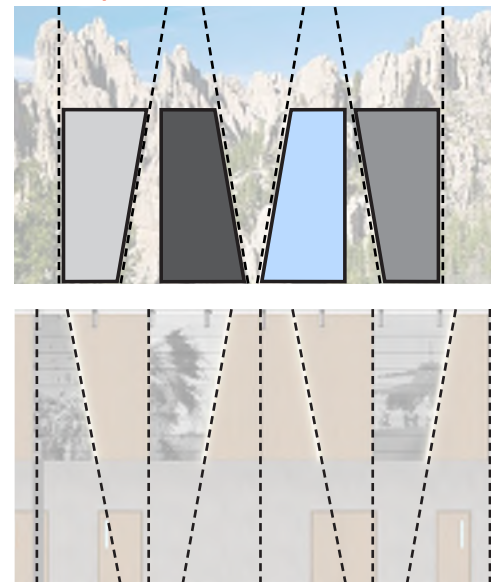
Academic wing

Sentry

Performing Arts Wing



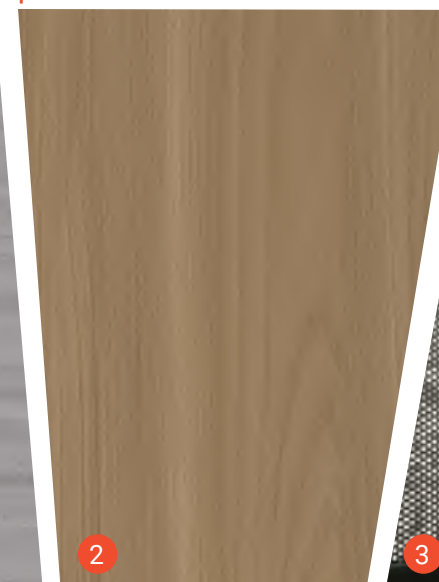
conceptual form



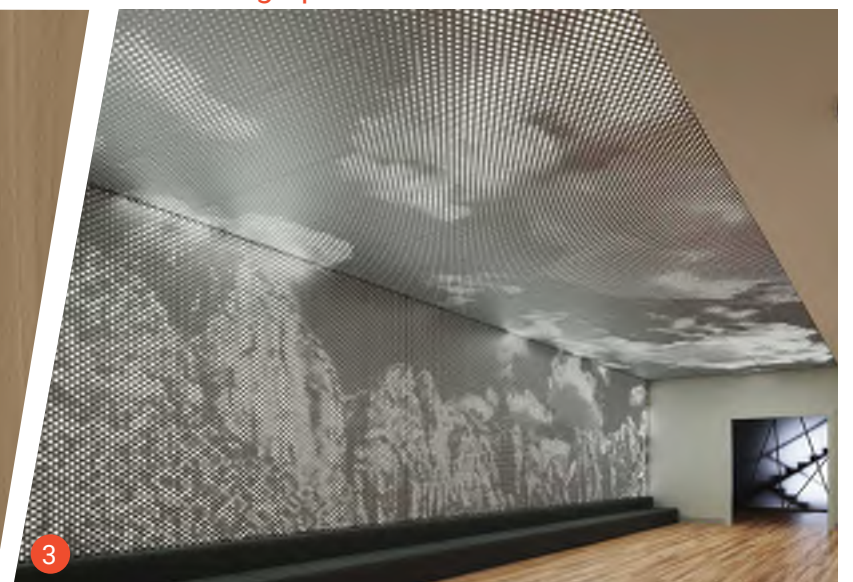
tile accent

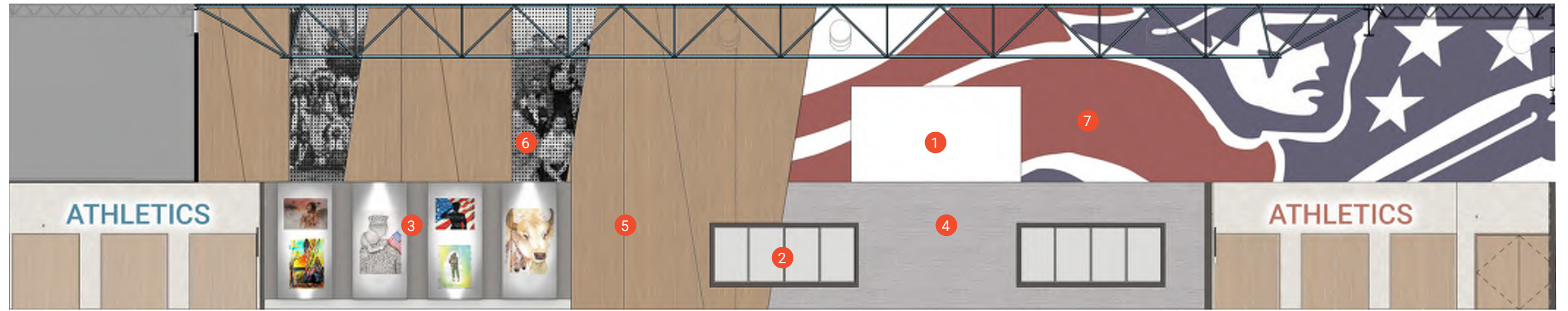


perforated wood accent



acoustic graphic



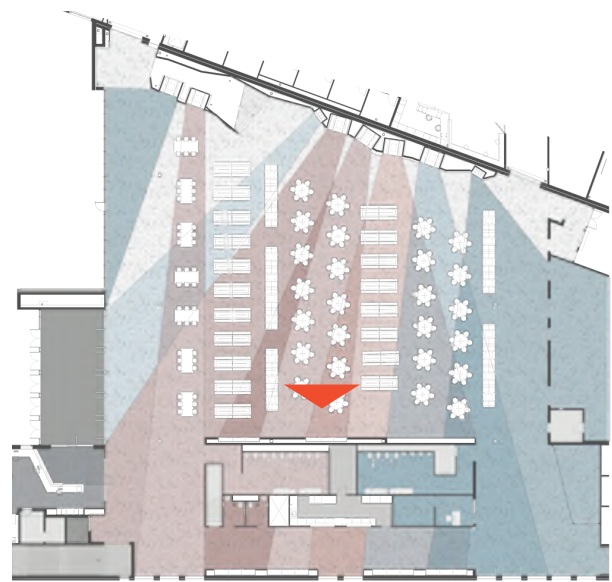


Auditorium

Display

Commons

Gymnasium



- 1 video feature wall 16' x 9'
- 2 display cases

display



tile accent



perforated wood accent



acoustic graphic



graphic/branding





ceiling accent  
1

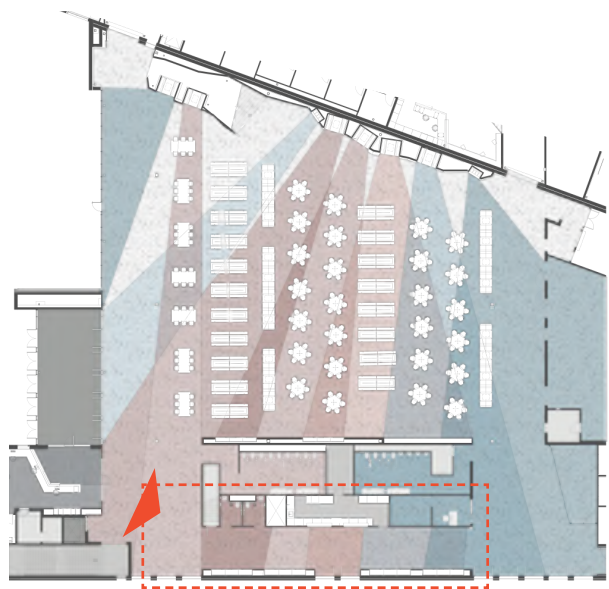
ceiling accent  
2

casework/doors  
3

accent tile  
4

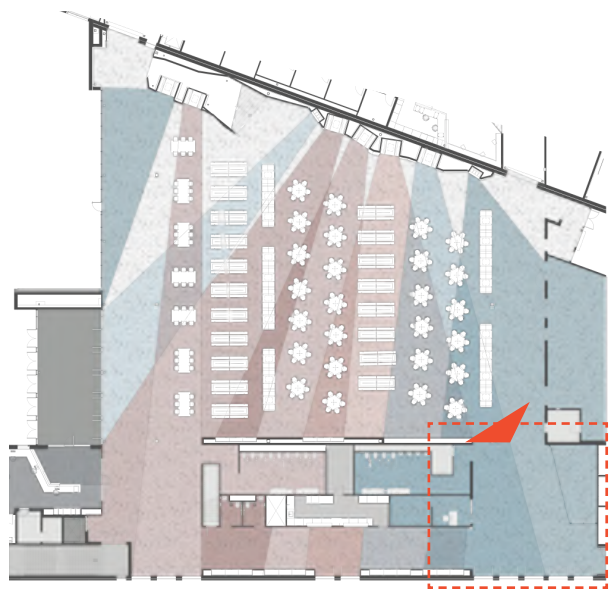
accent tile  
5

dim. letters  
6



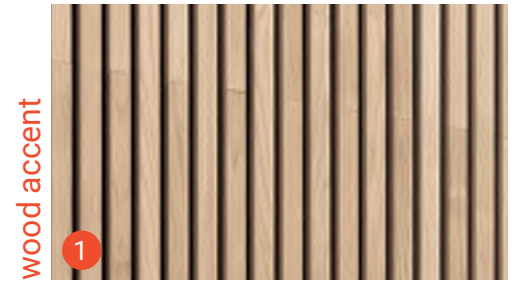
athletics digital + physical display





dual purpose school store + gallery





wood accent  
1



ceiling accent  
2



ssm  
3



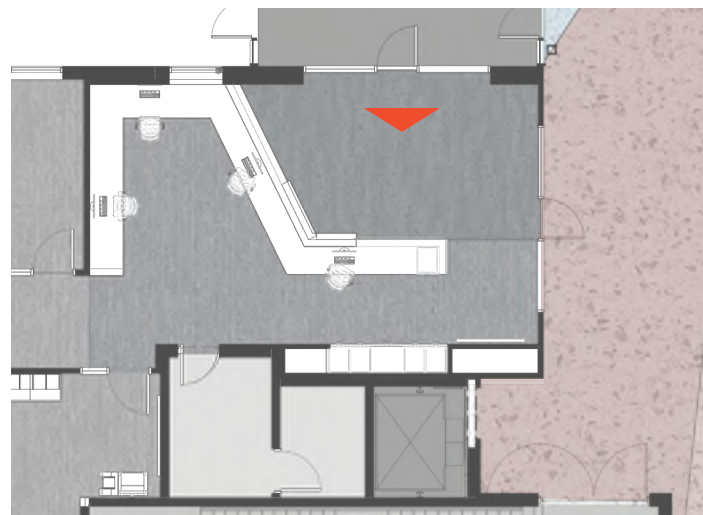
casework/doors  
4

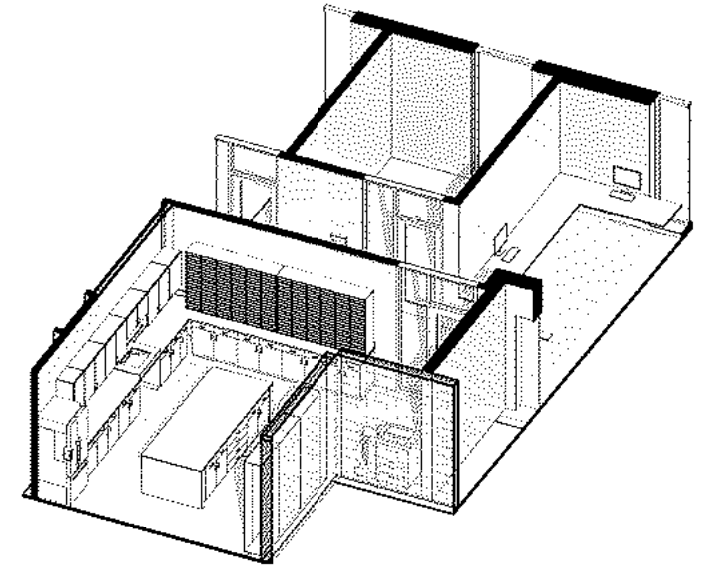
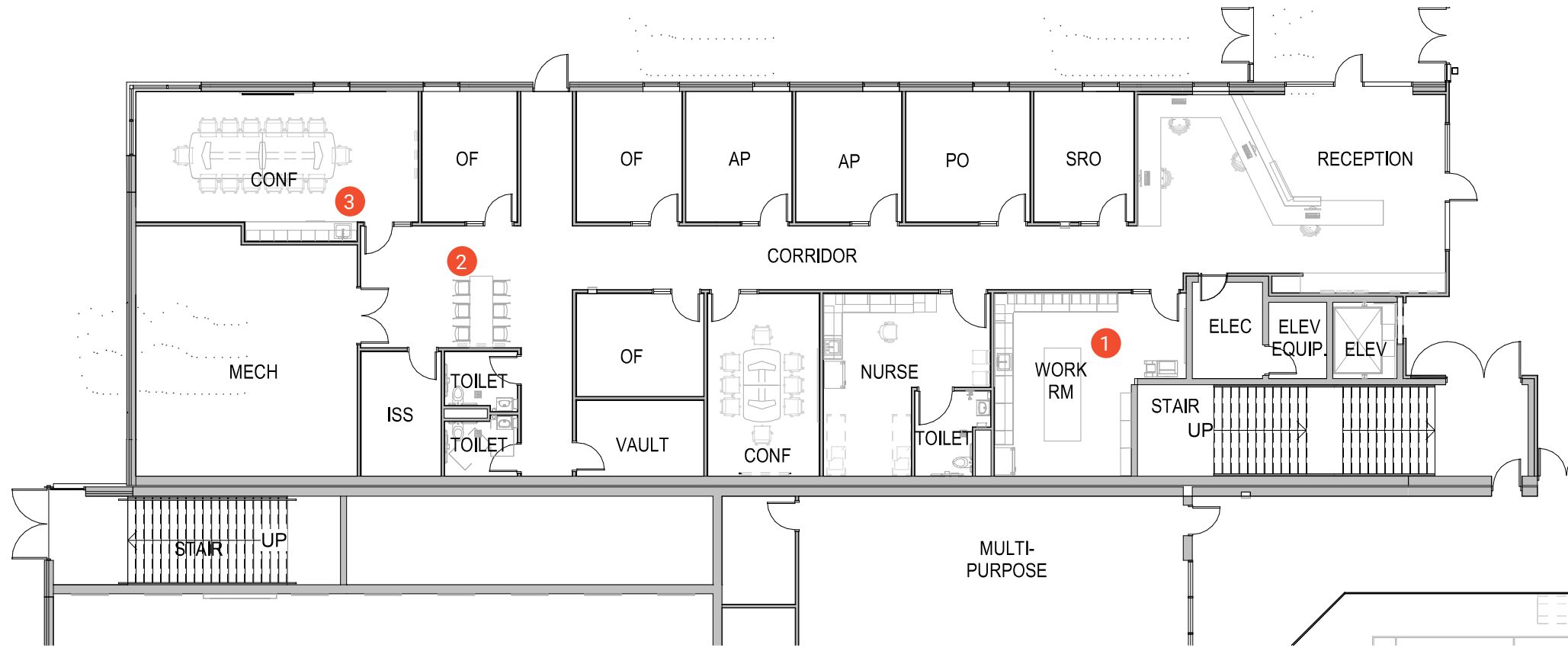


typical wall  
5



dim. letters  
6





1 work room

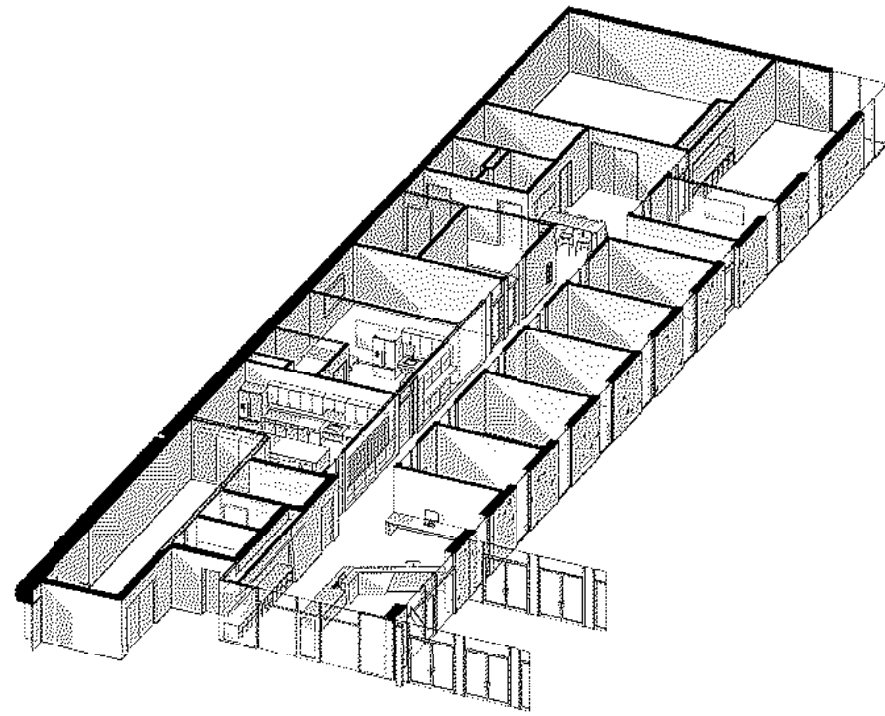
# ADMIN

1/16" = 1'-0"

2 touch down point

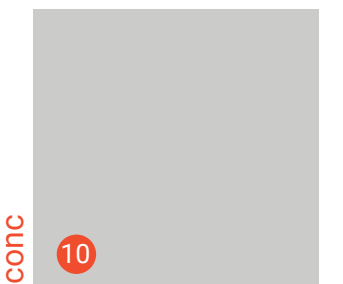
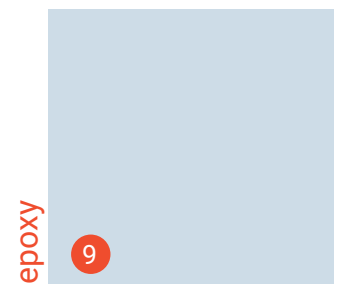
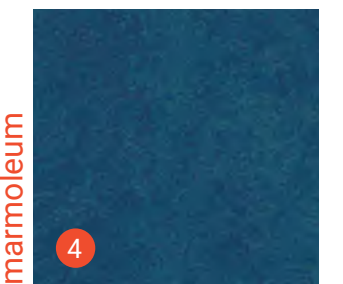
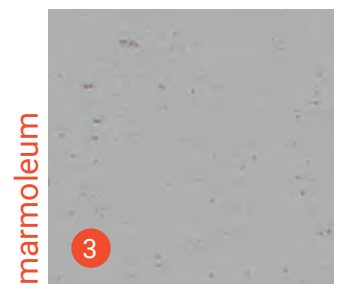
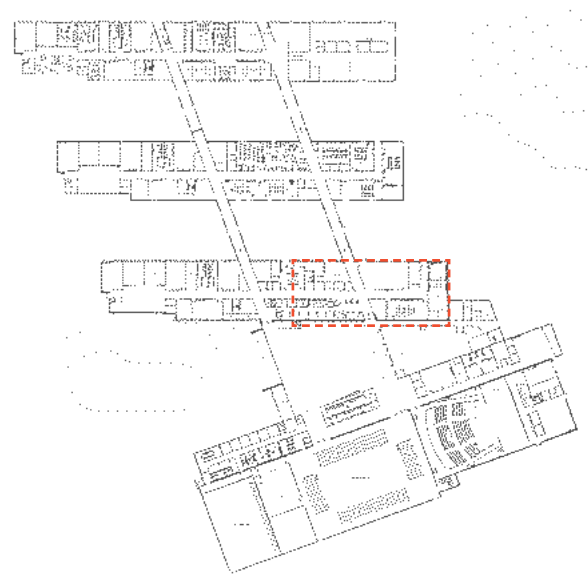


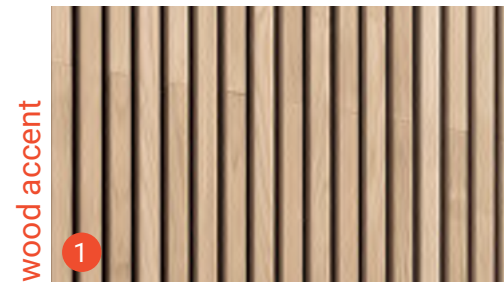
admin axon



3 conference room casework







wood accent  
1



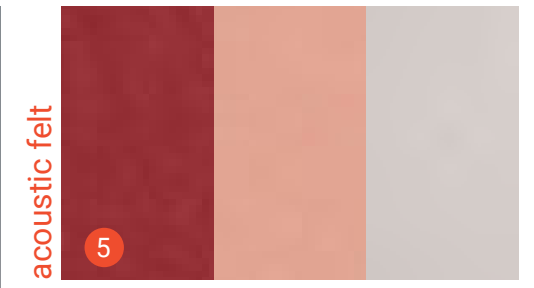
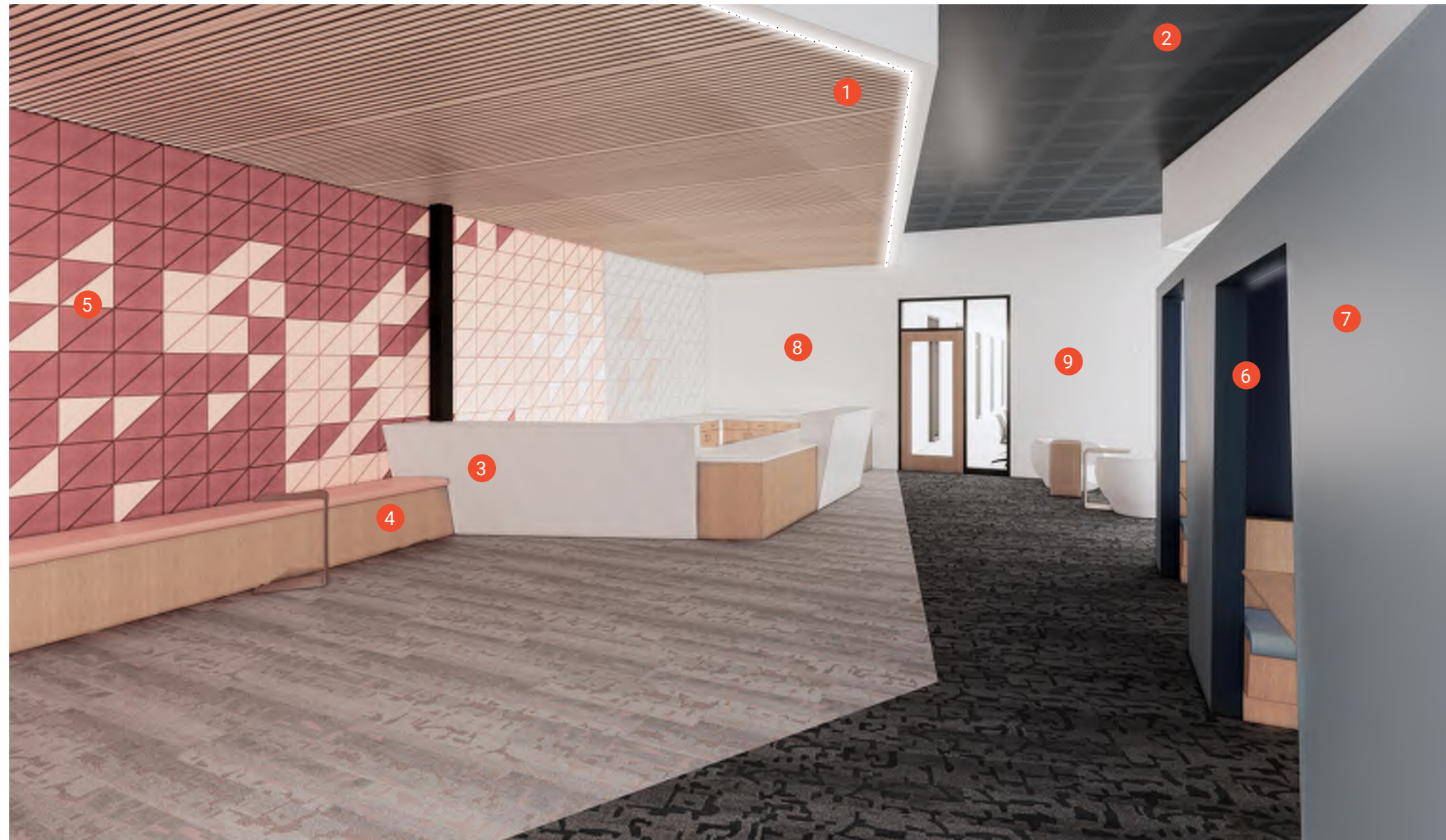
ceiling accent  
2



ssm  
3



casework/doors  
4



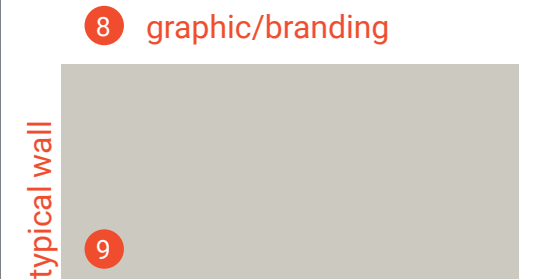
acoustic felt  
5



accent paint  
6

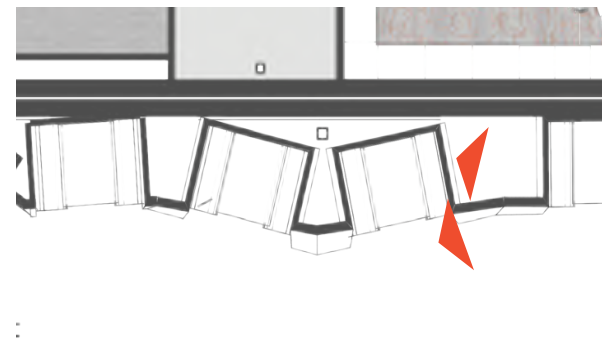


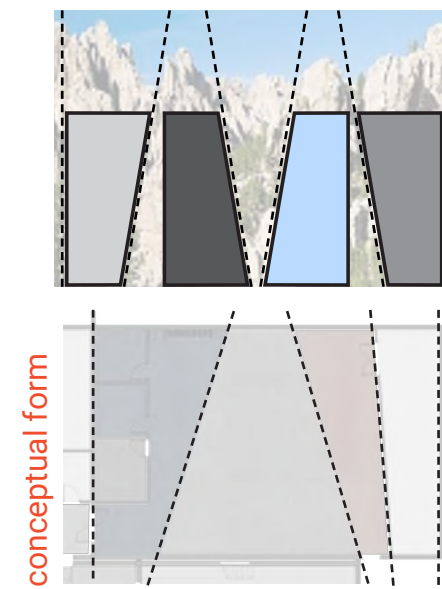
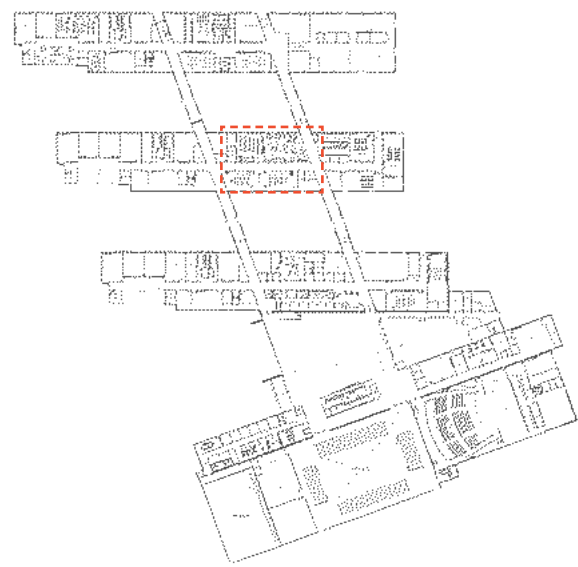
accent paint  
7

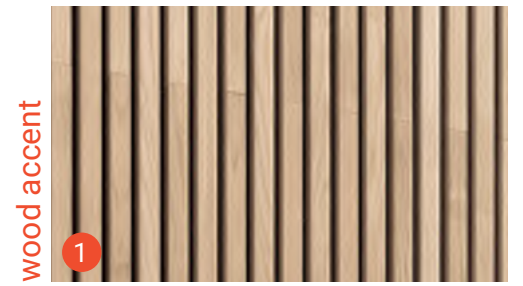


typical wall  
9

8 graphic/branding







wood accent  
1



ceiling accent  
2



casework/doors  
3



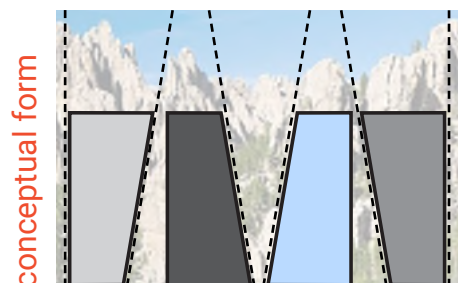
typical wall  
4



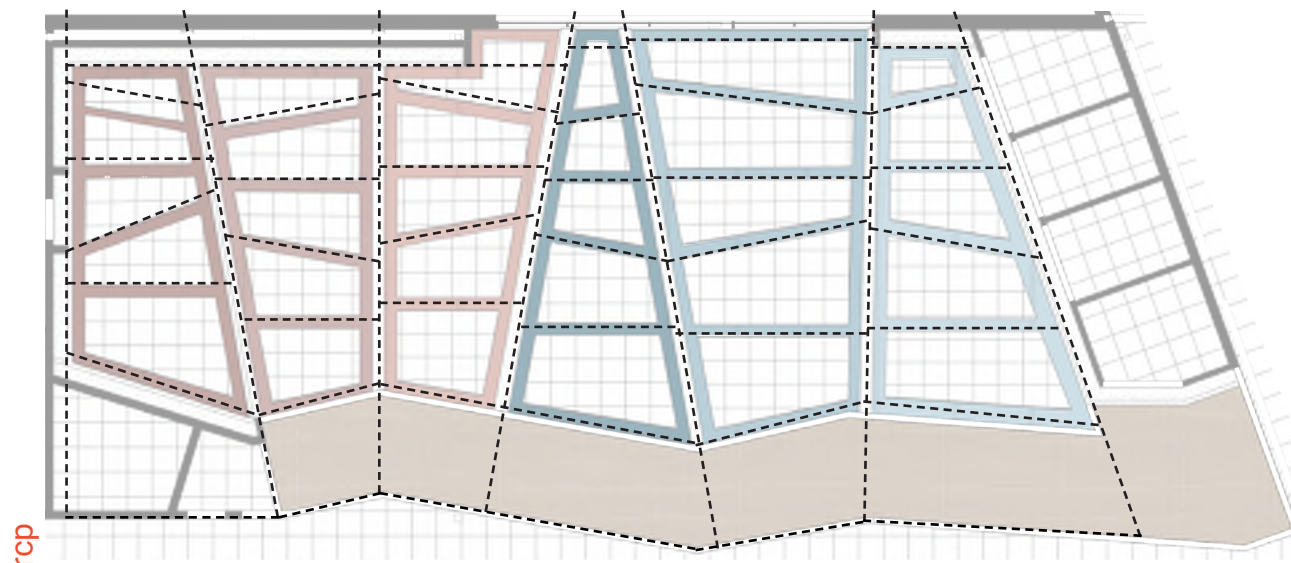
ssm  
5



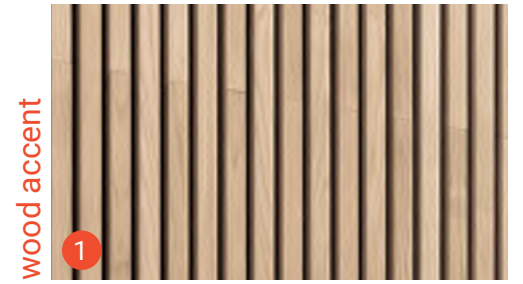
structure/frames  
6

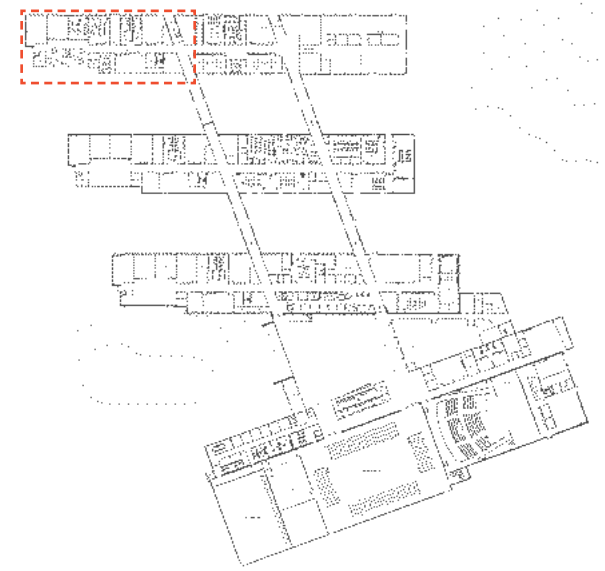
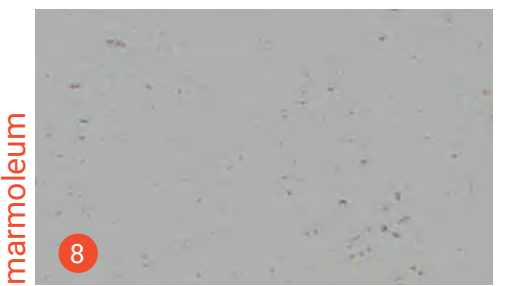
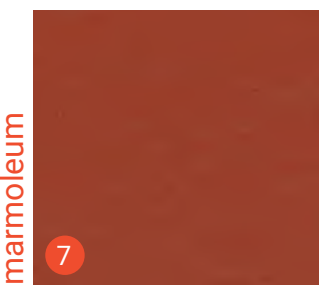
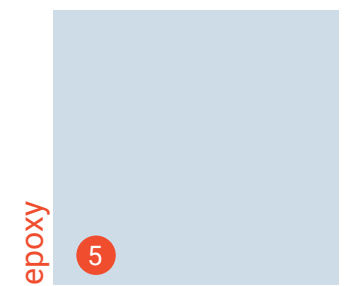
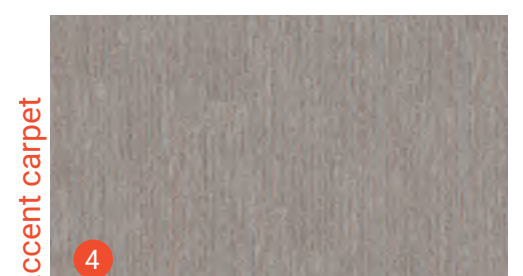
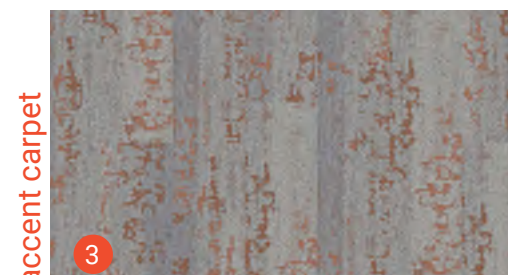


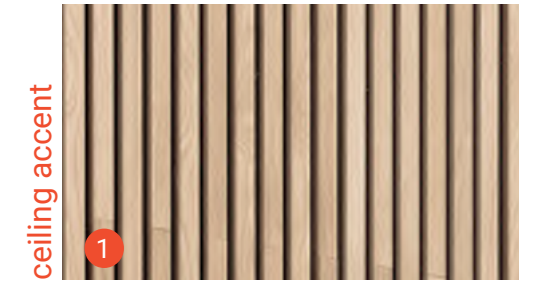
conceptual form



rCP







ceiling accent  
1



art display  
2

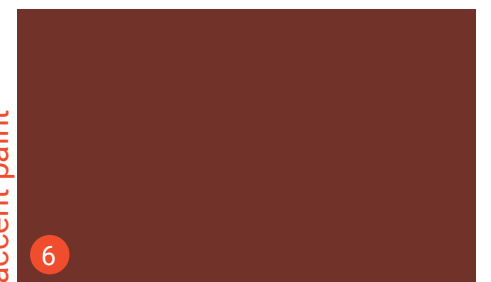
3 graphic/branding



typical wall  
4



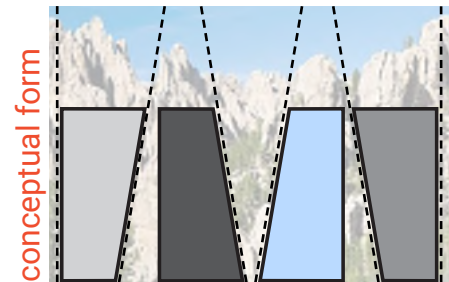
accent wood/doors  
5



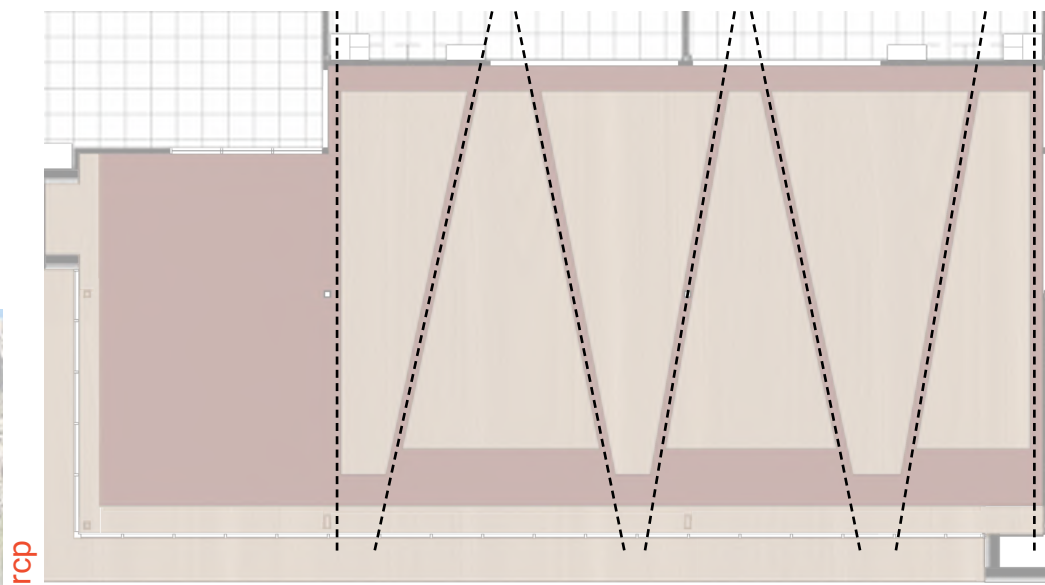
accent paint  
6



structure/frames  
8

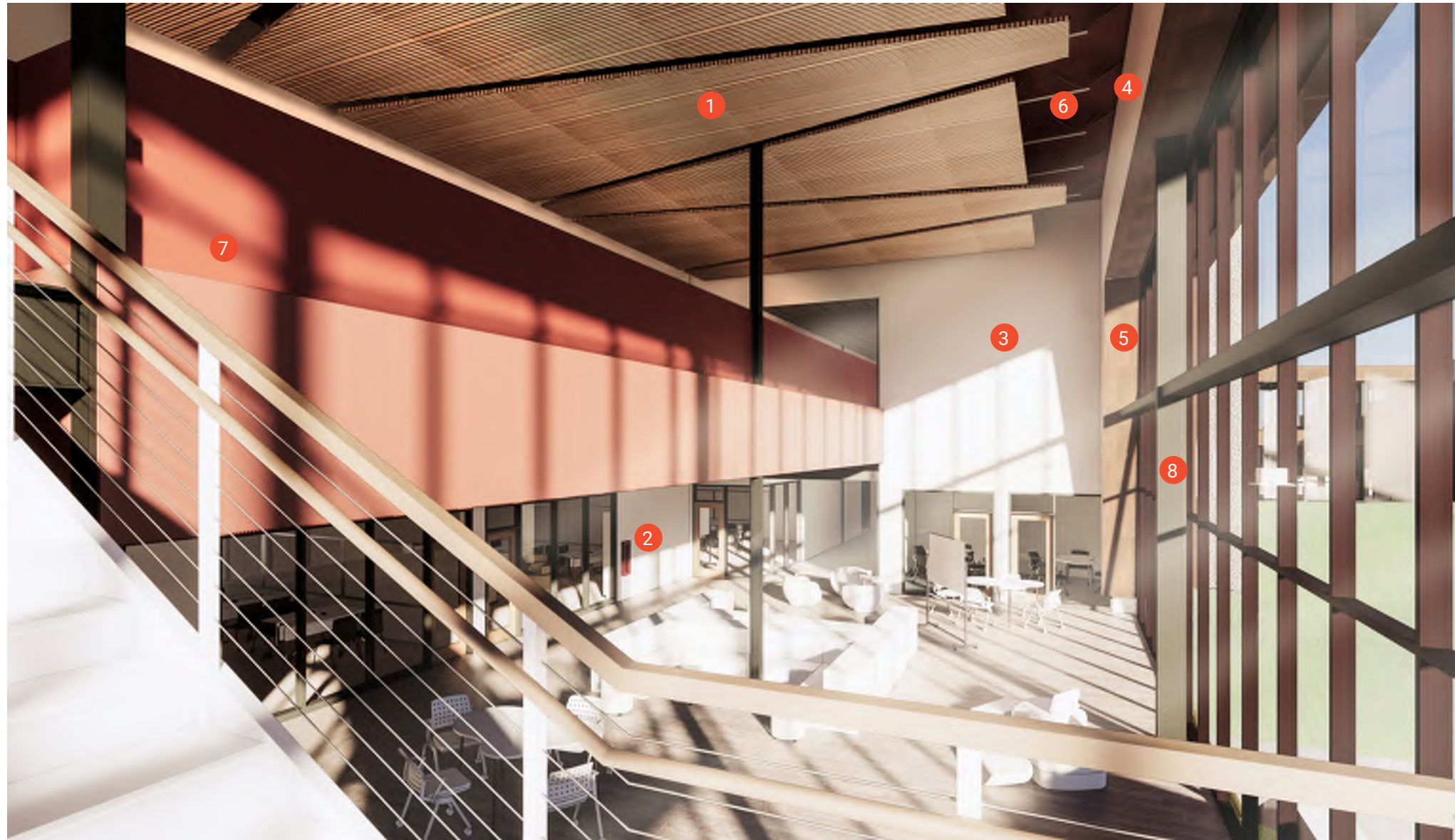


conceptual form



railing inspo  
7





ceiling accent  
1



art display  
2

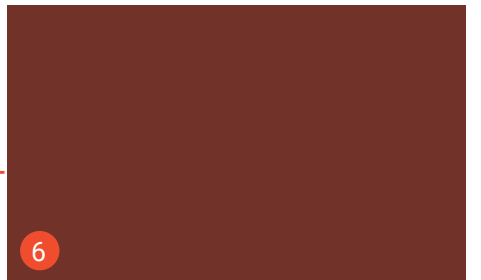
3 graphic/branding



typical wall  
4



accent wood/doors  
5



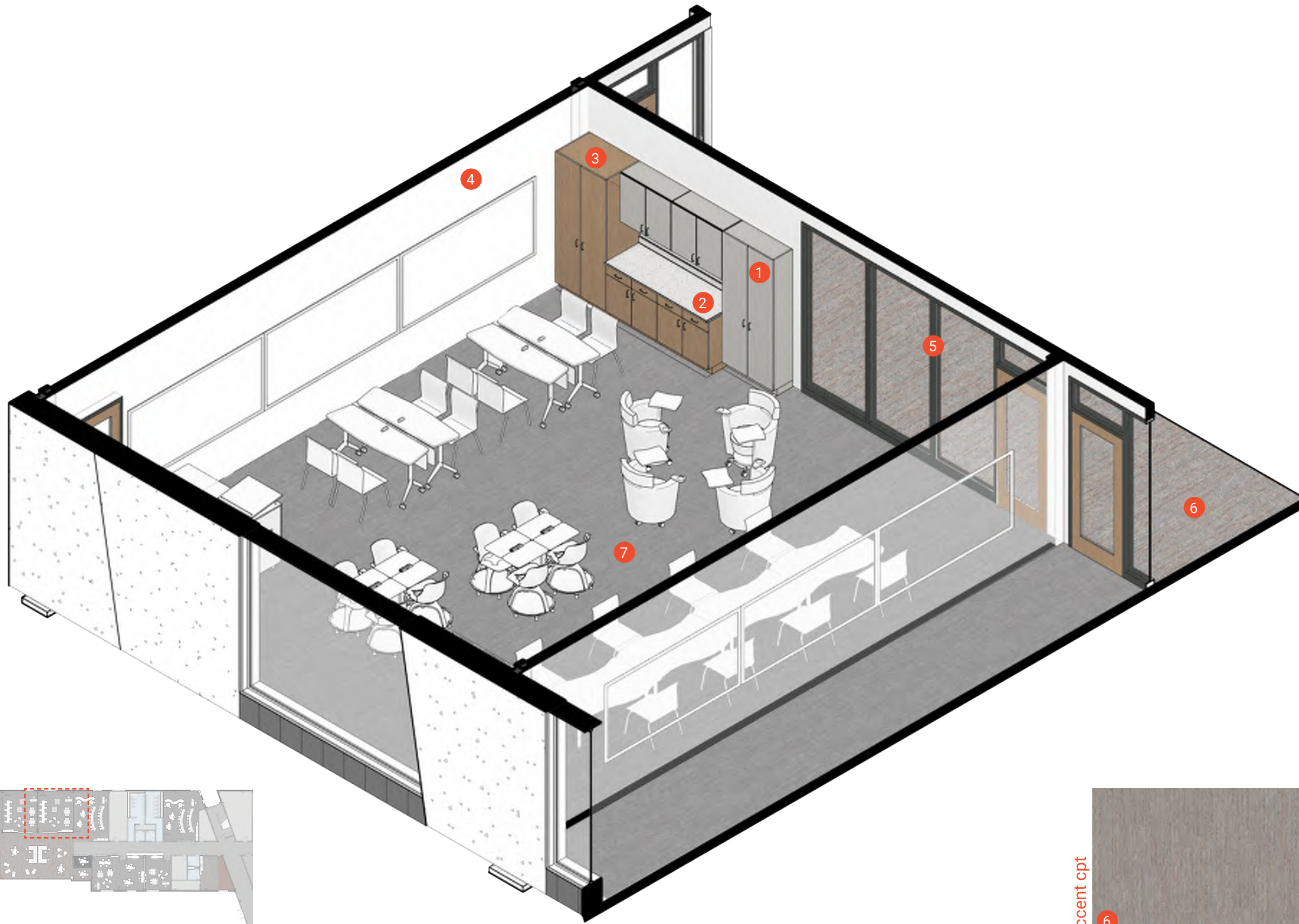
accent paint  
6



structure/frames  
8



railing inspo  
7



upper casework



counters



lowers/doors



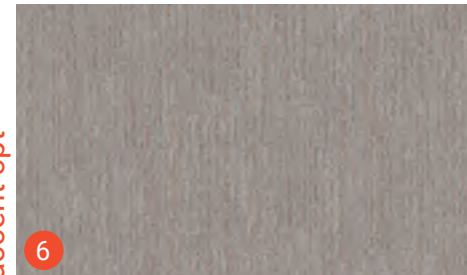
typ walls



hm frames

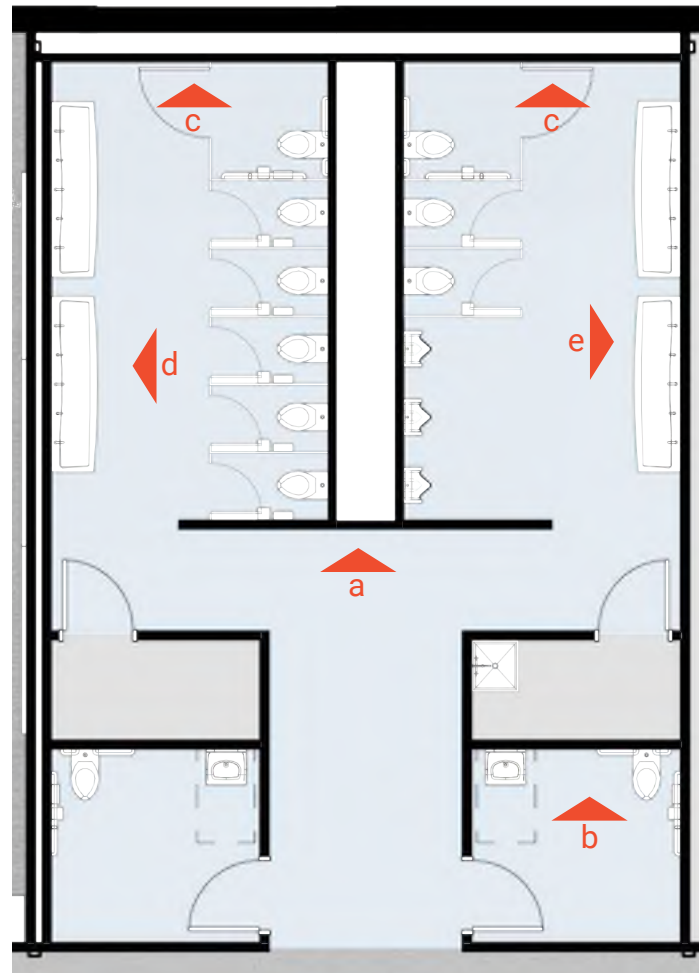


accent cpt

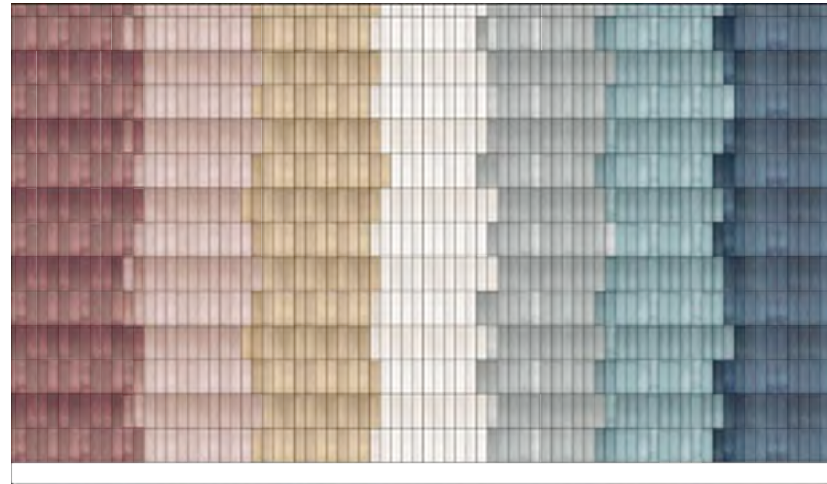


classroom cpt

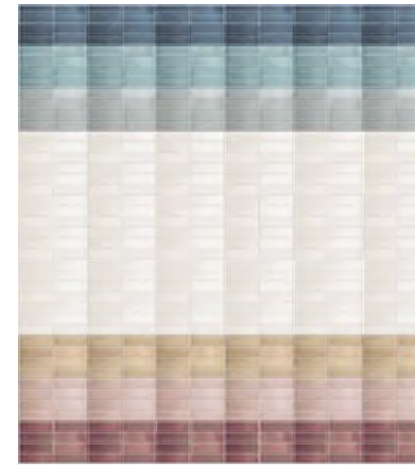




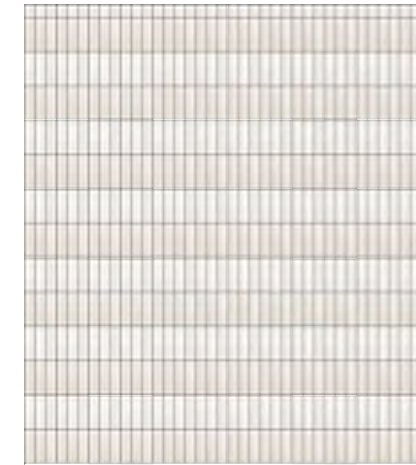
typical restroom floor plan



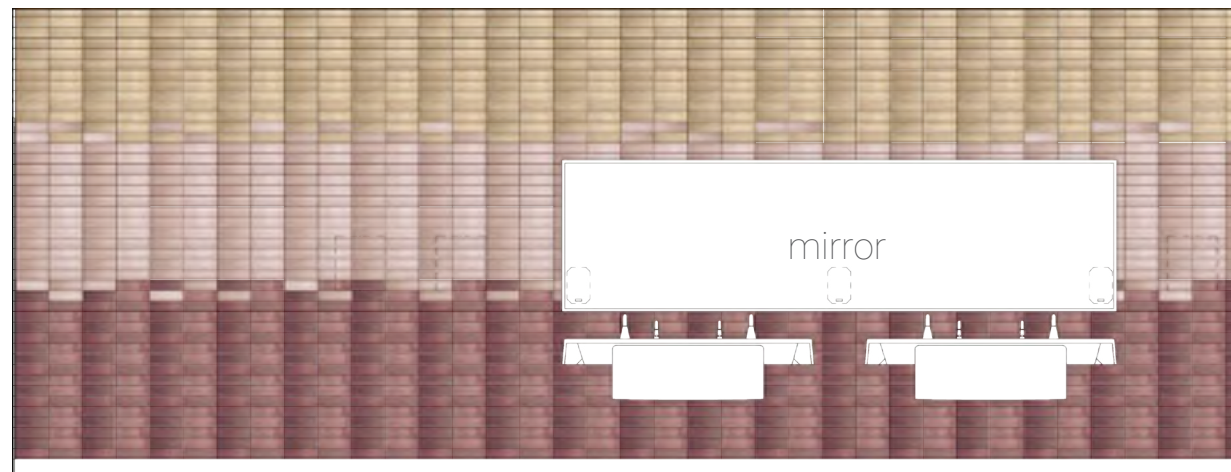
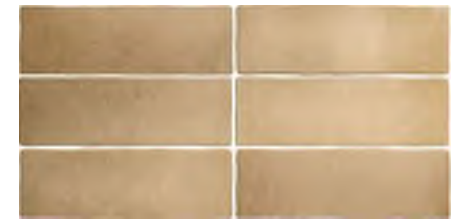
view a - vestibule



view b - single restroom



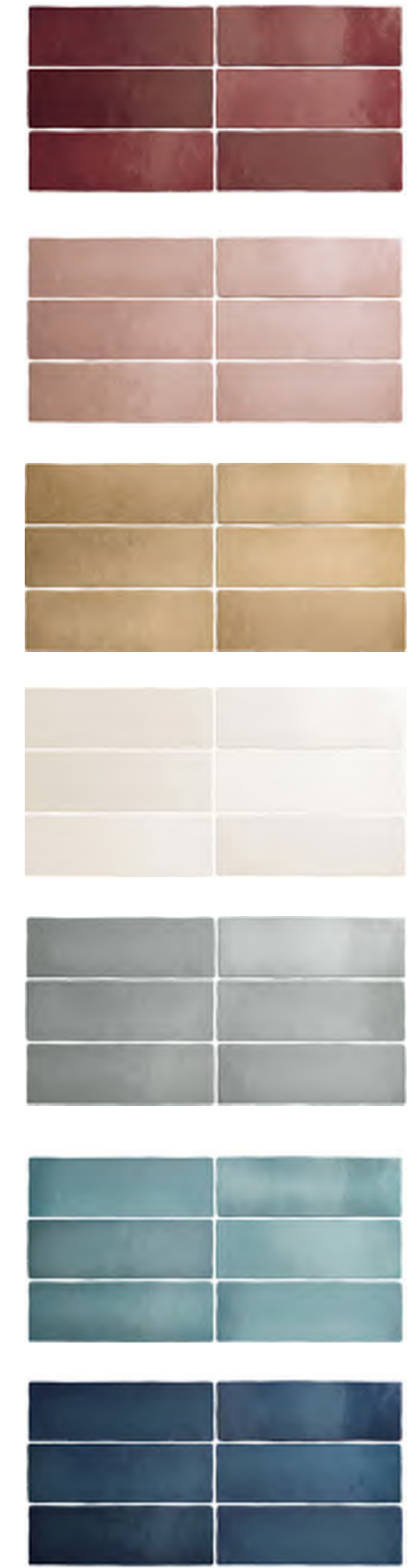
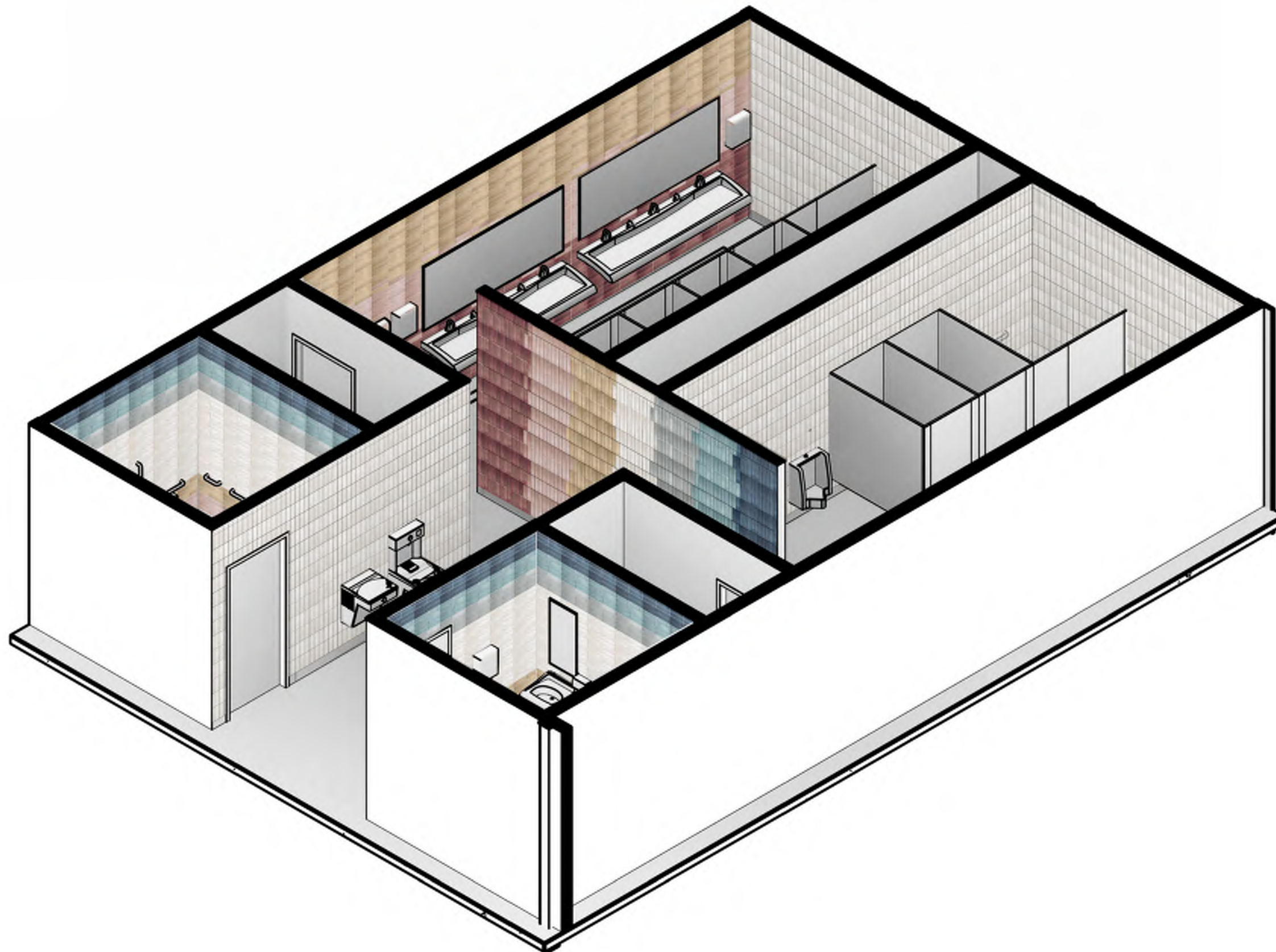
view c - field tile

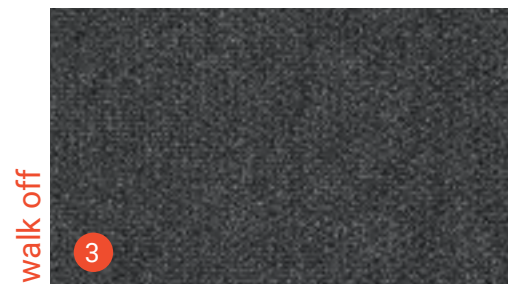
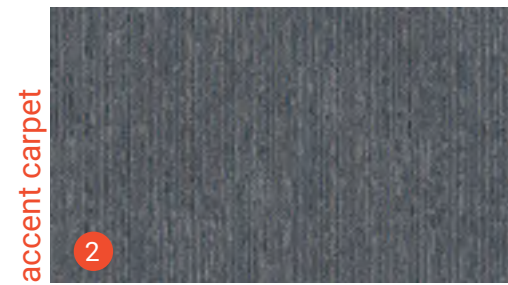


view d - women's restroom



view e - men's restroom

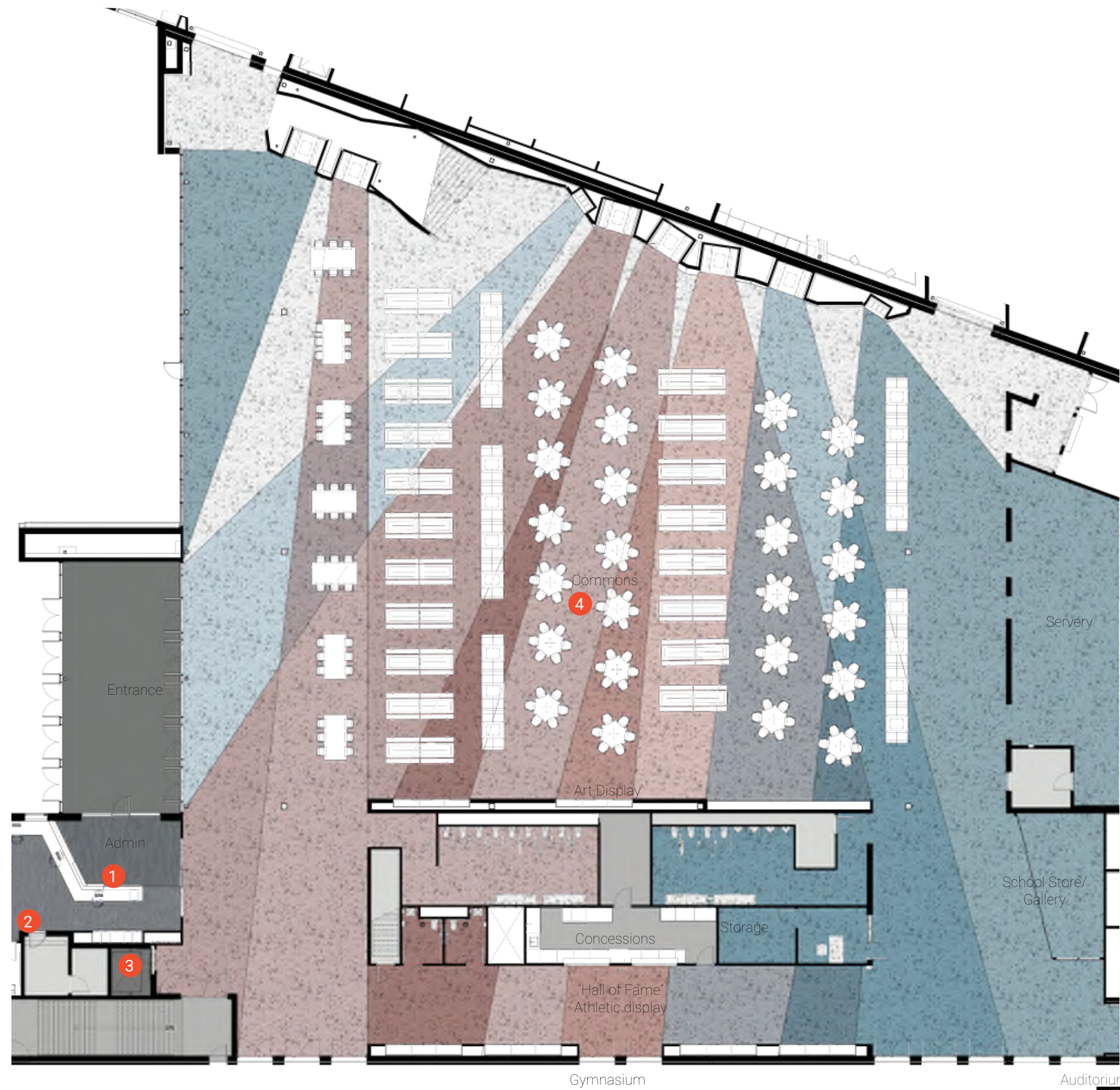
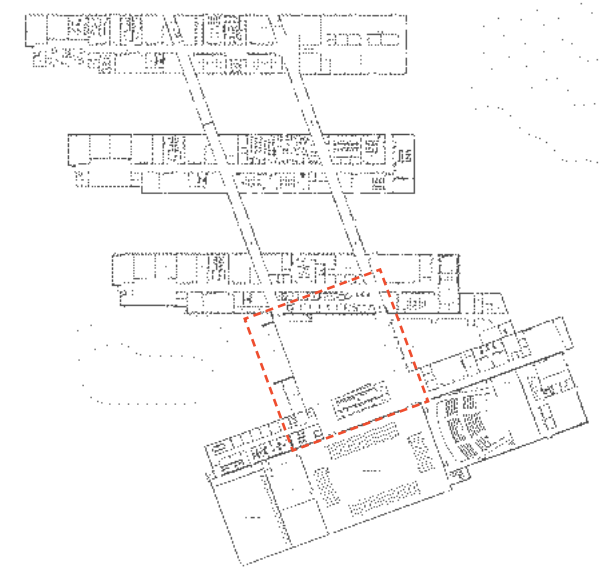




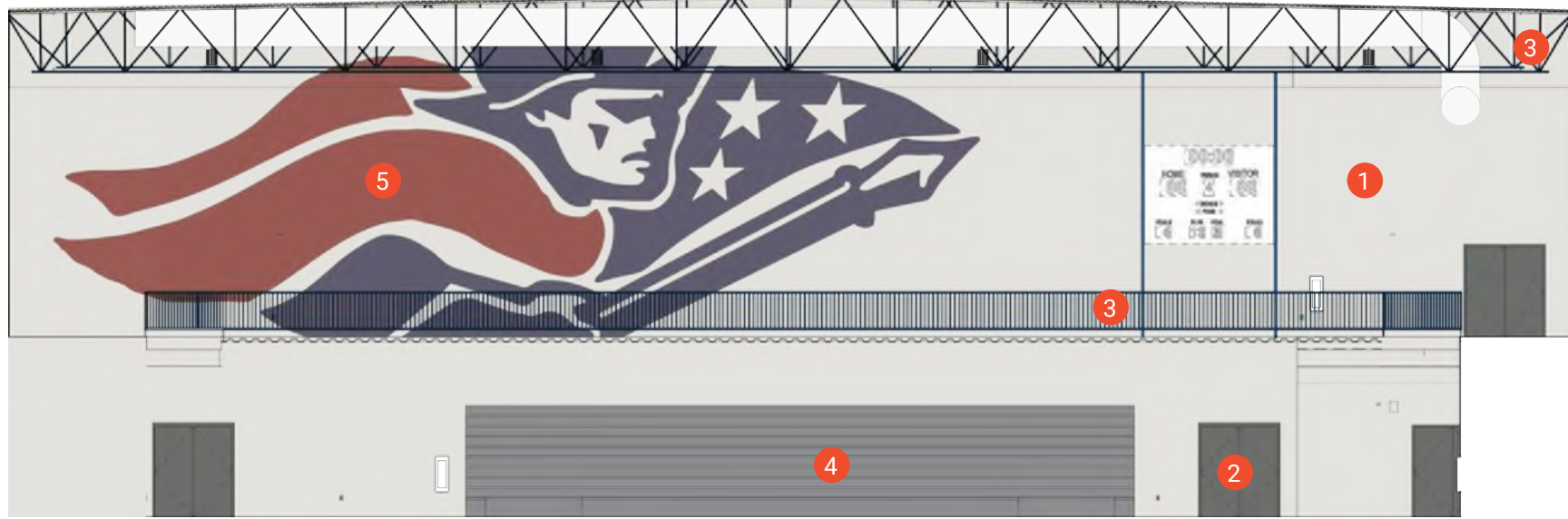
accent carpet

accent carpet

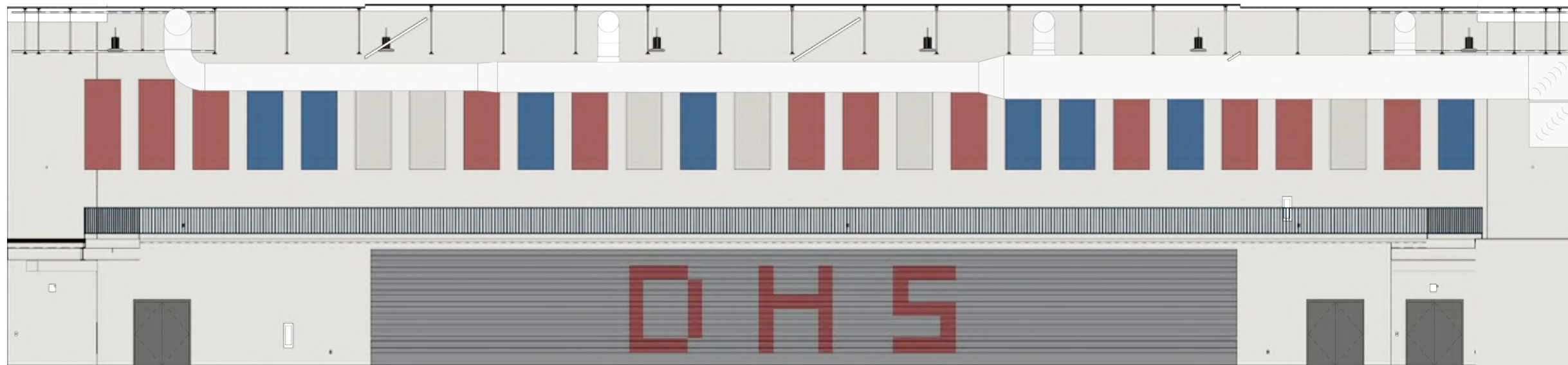
walk off



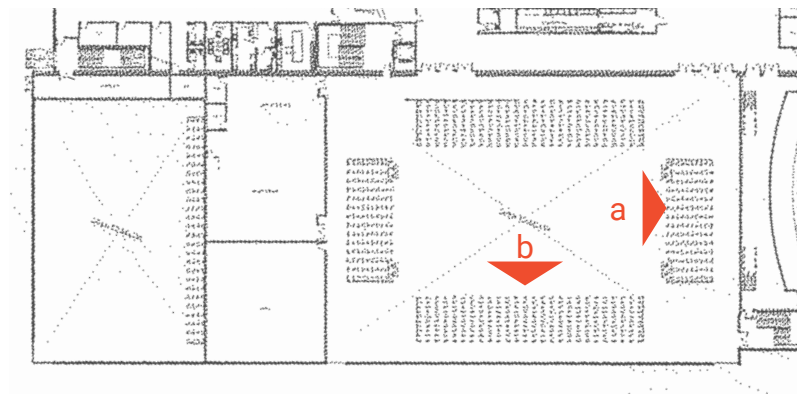
custom terrazzo



view a - east elevation



view b - south elevation



5 wall mural





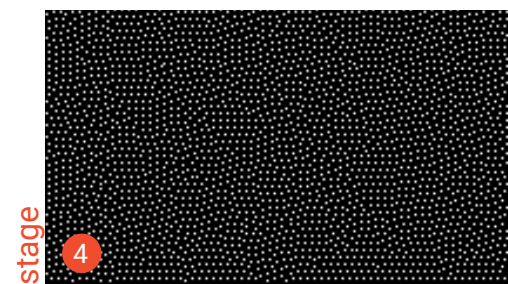
marmoleum  
1



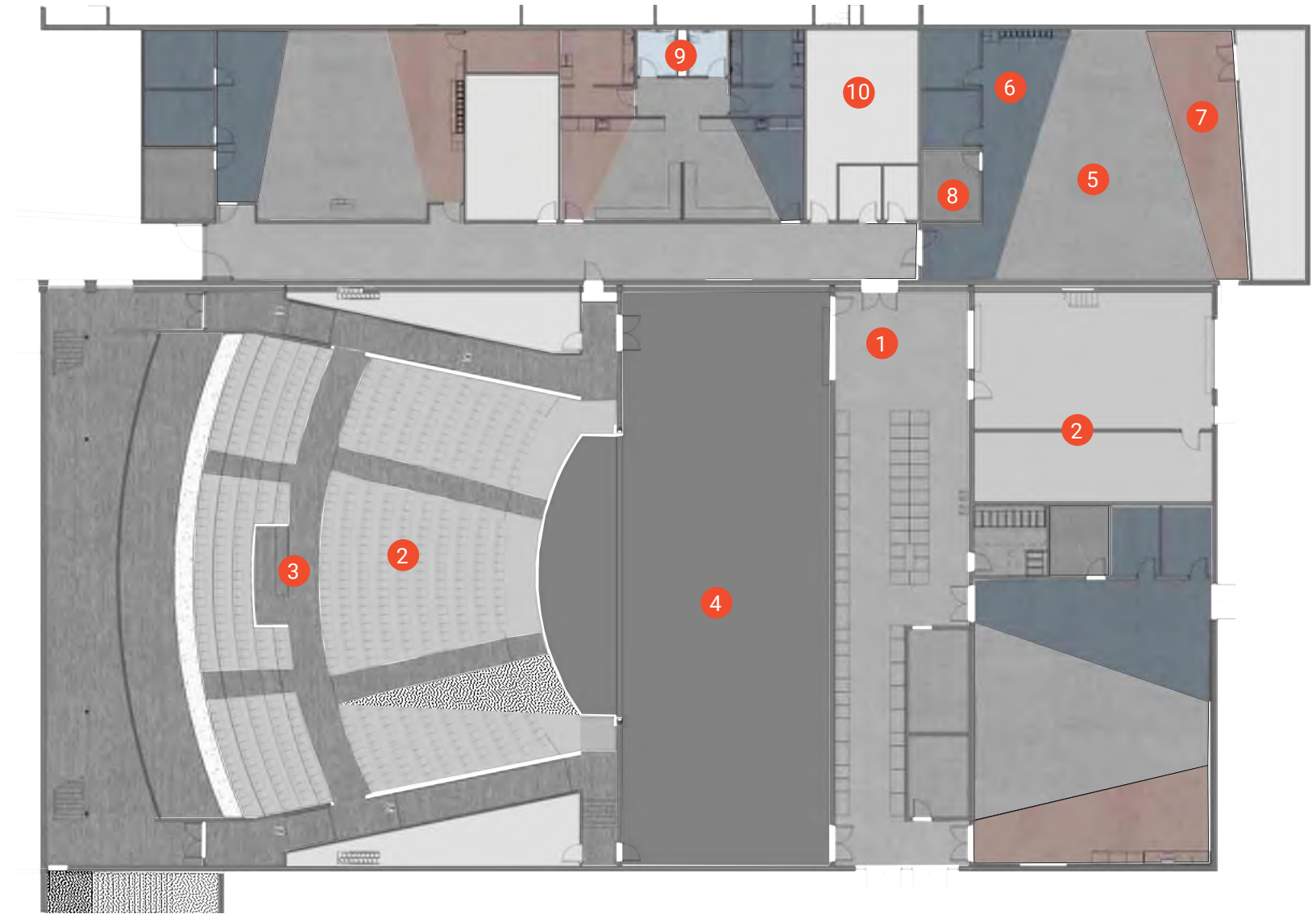
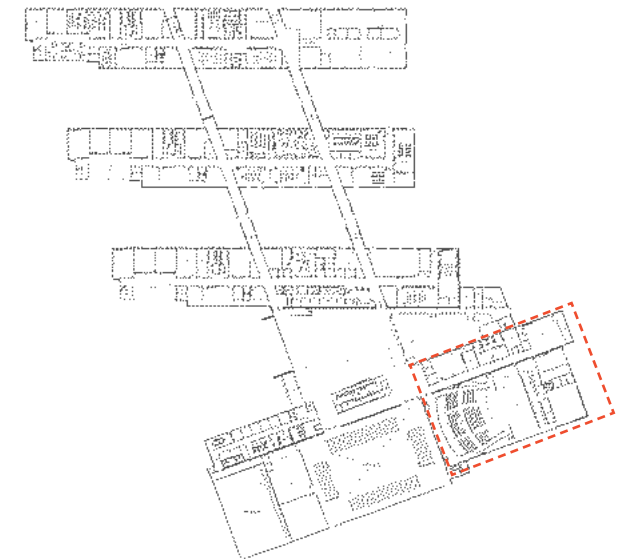
hardened conc  
2



carpet install  
3



stage  
4



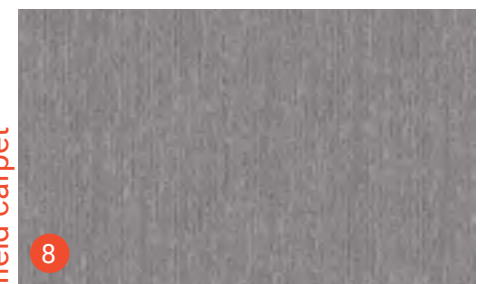
field lvt  
5



accent lvt  
6



accent lvt  
7



field carpet  
8



epoxy  
9



sealed conc  
10

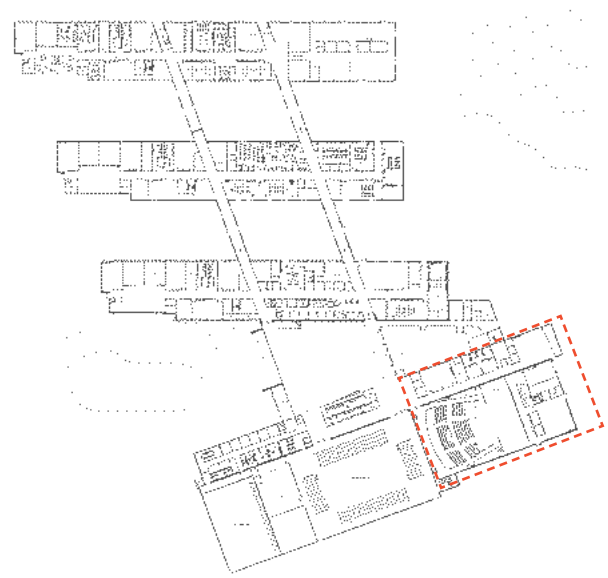
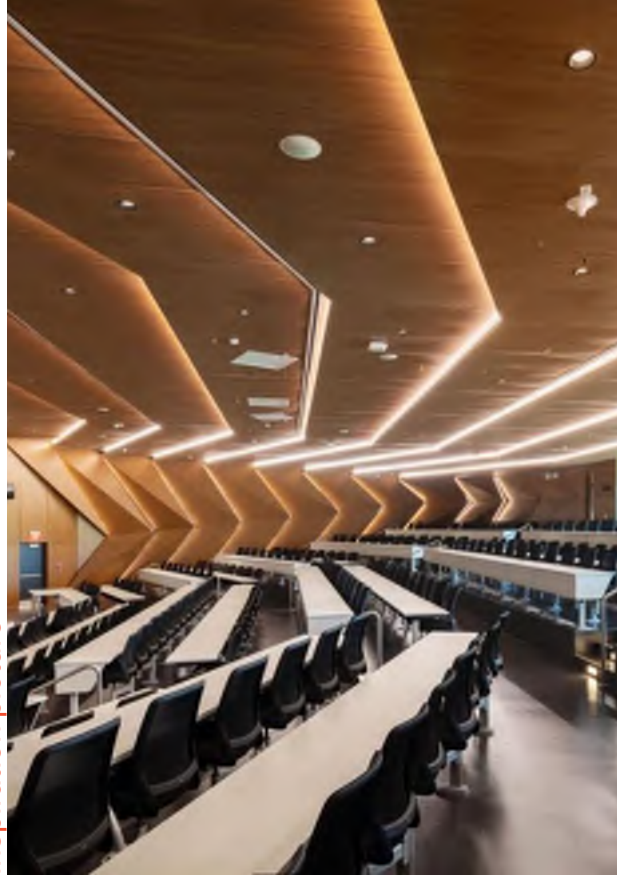
inspiration picture



inspiration picture



inspiration picture



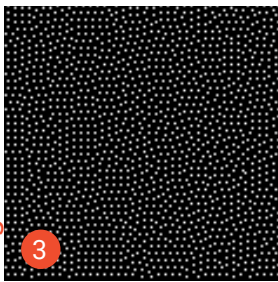
carpet install



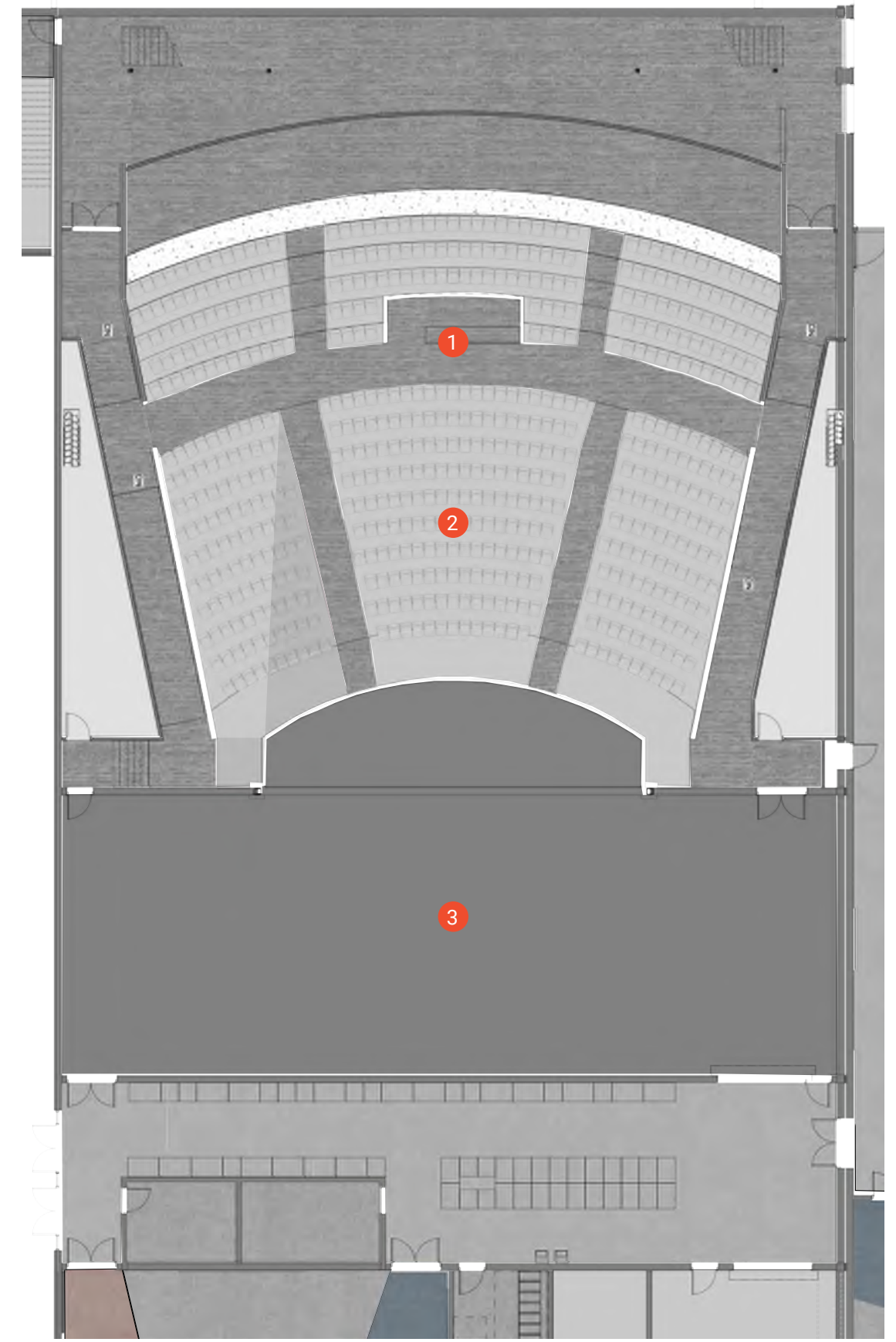
hardened conc



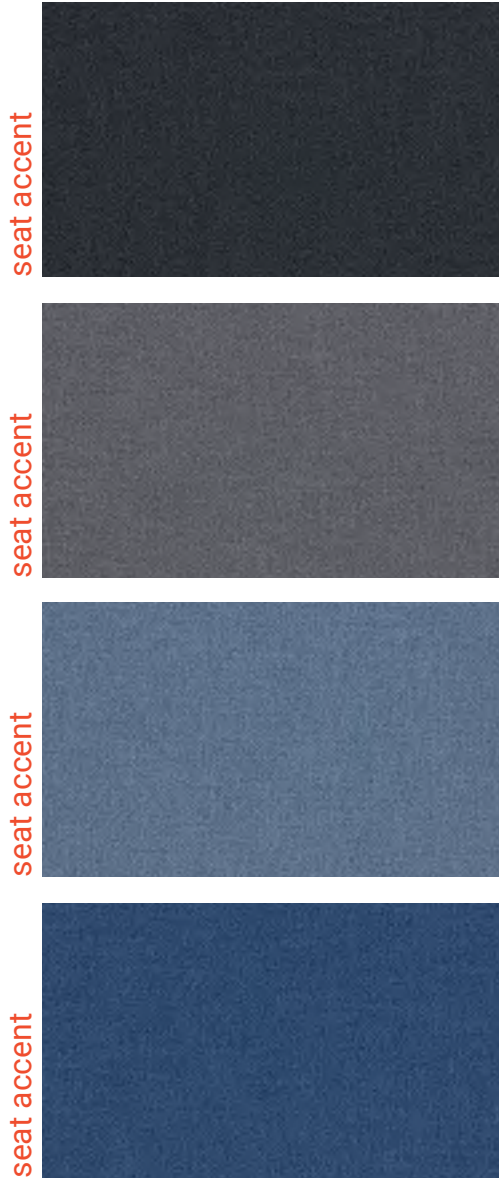
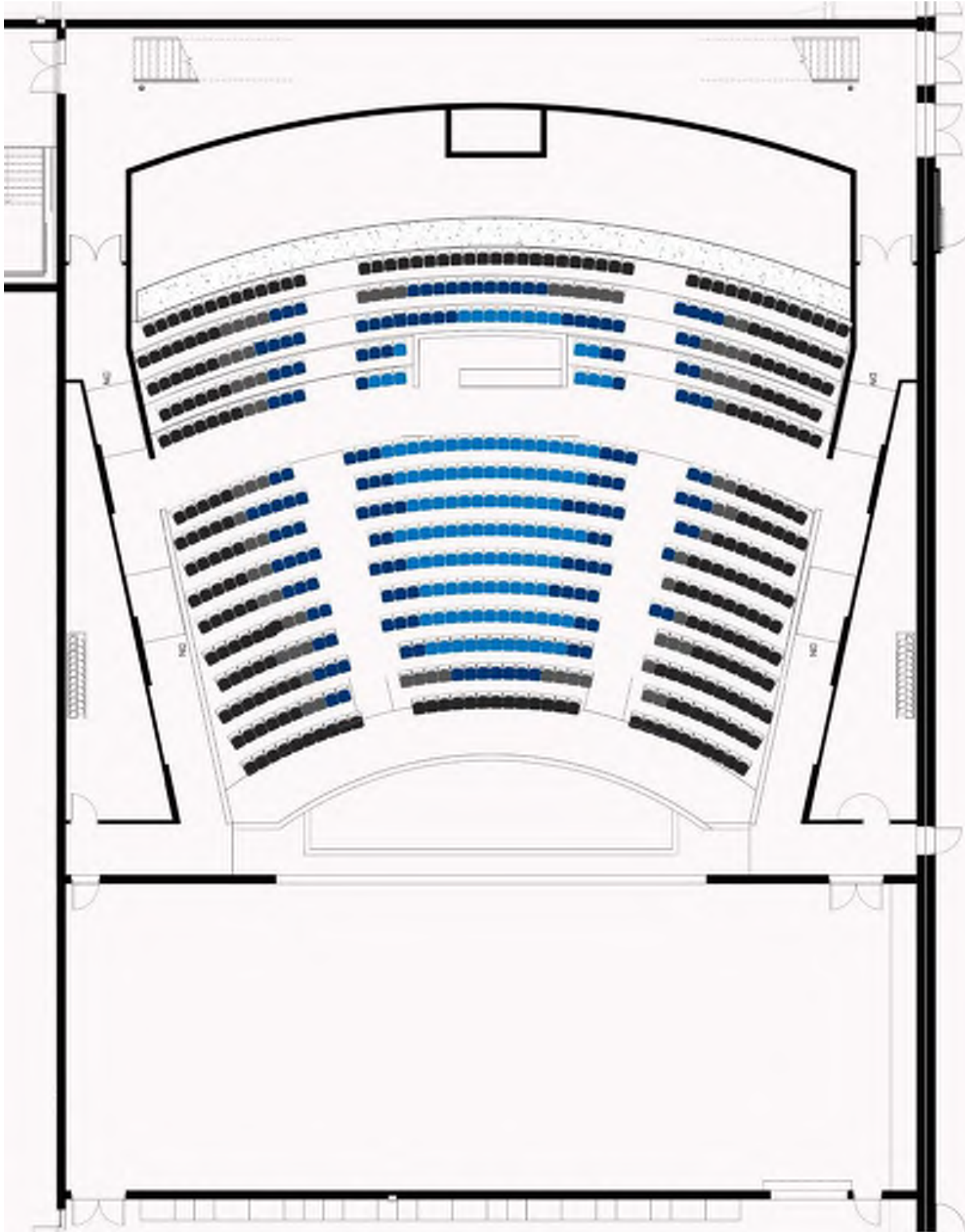
stage



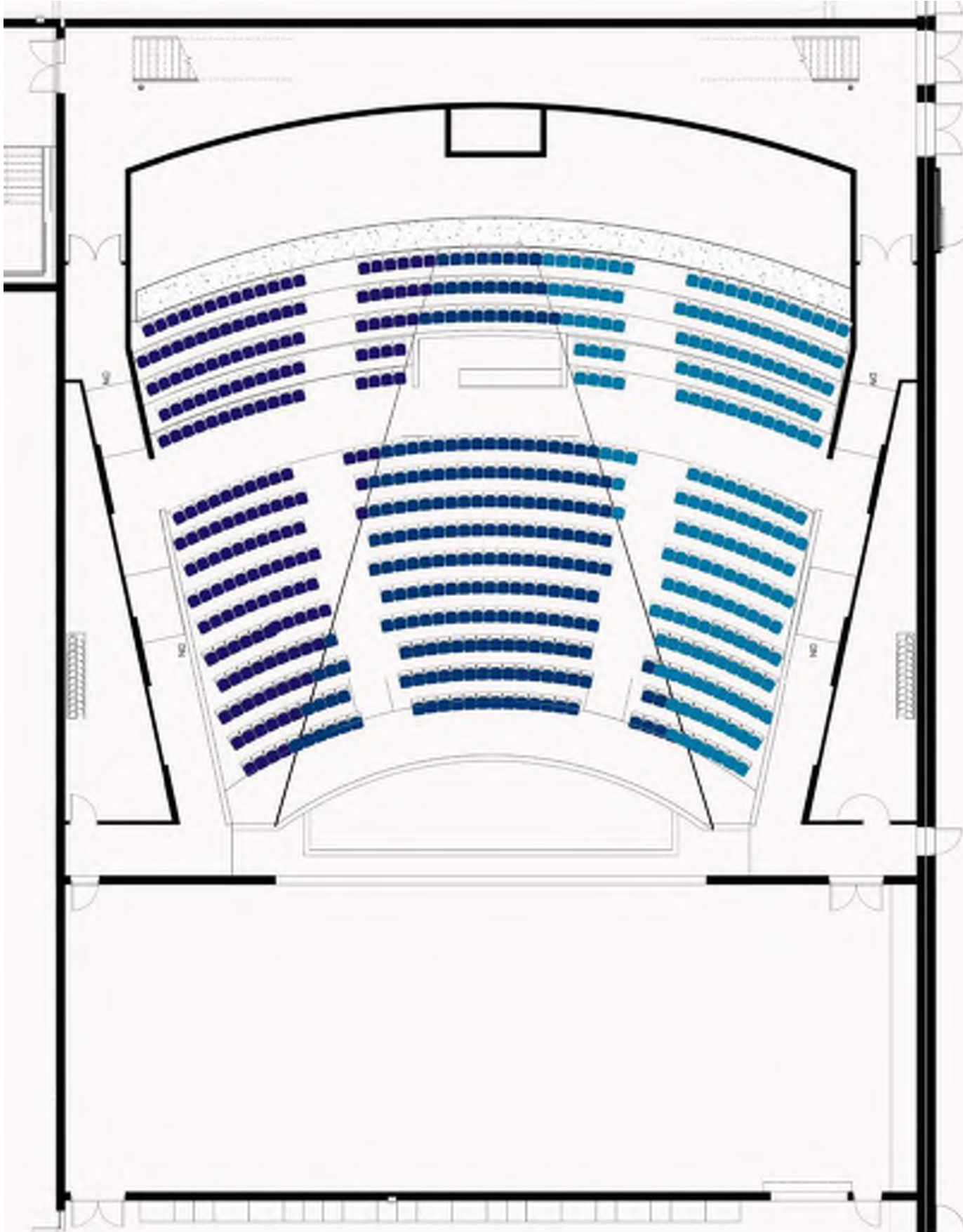
wood accent



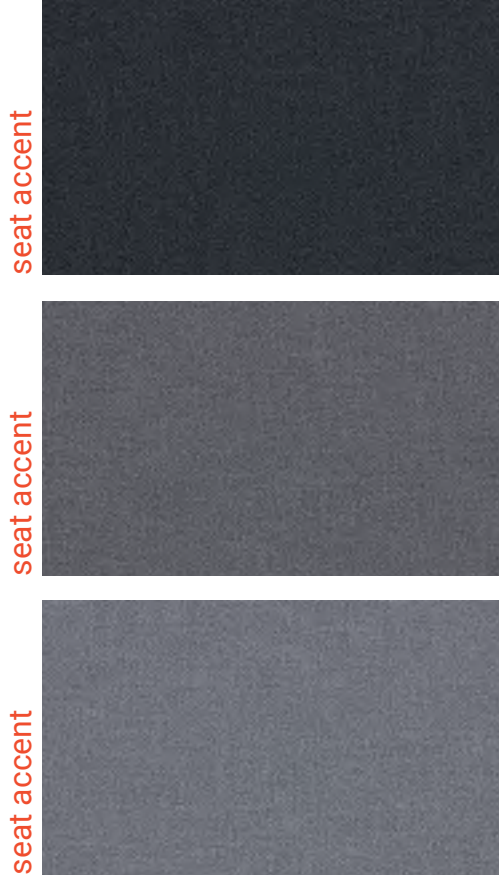
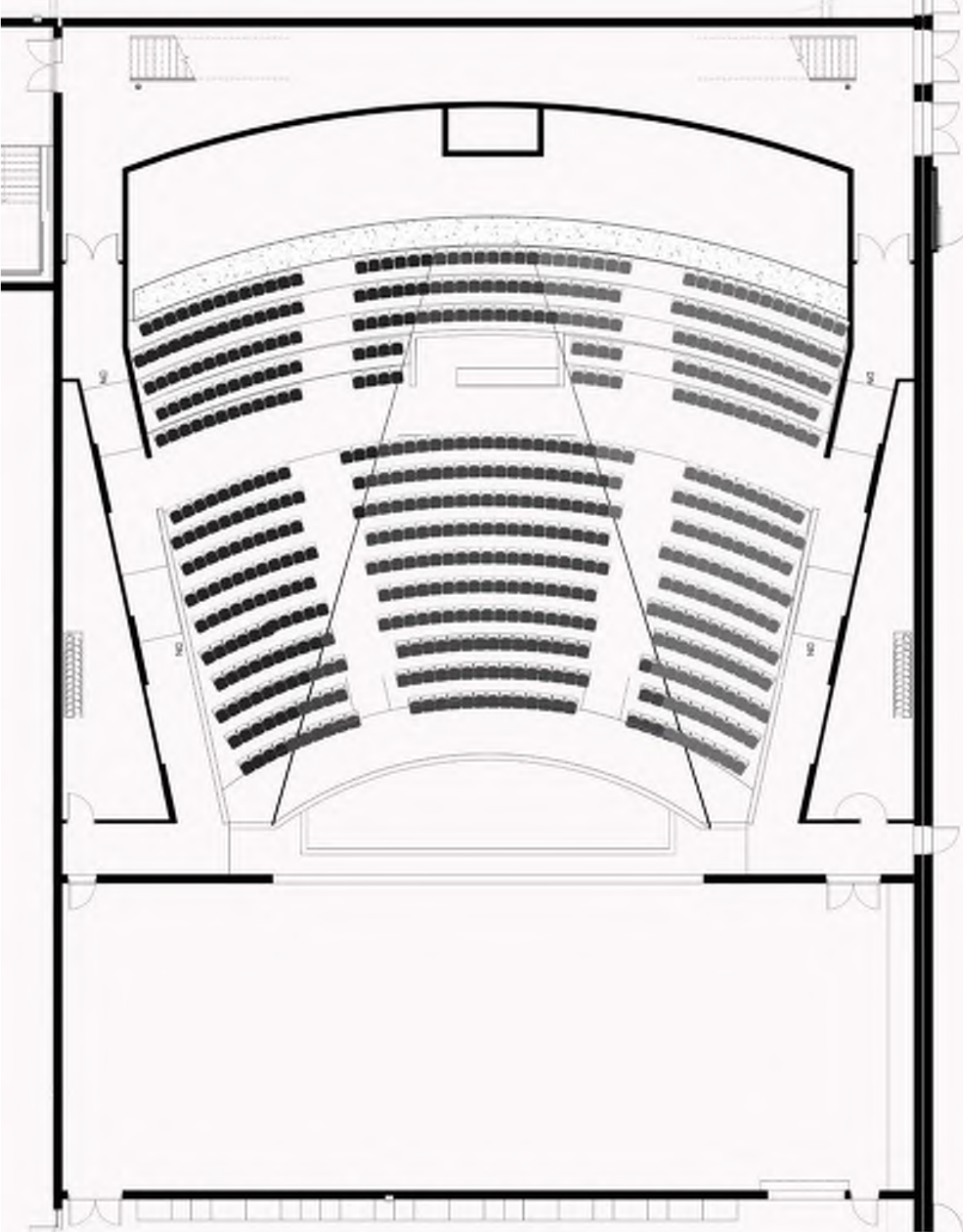
option 1 -  
geode concept

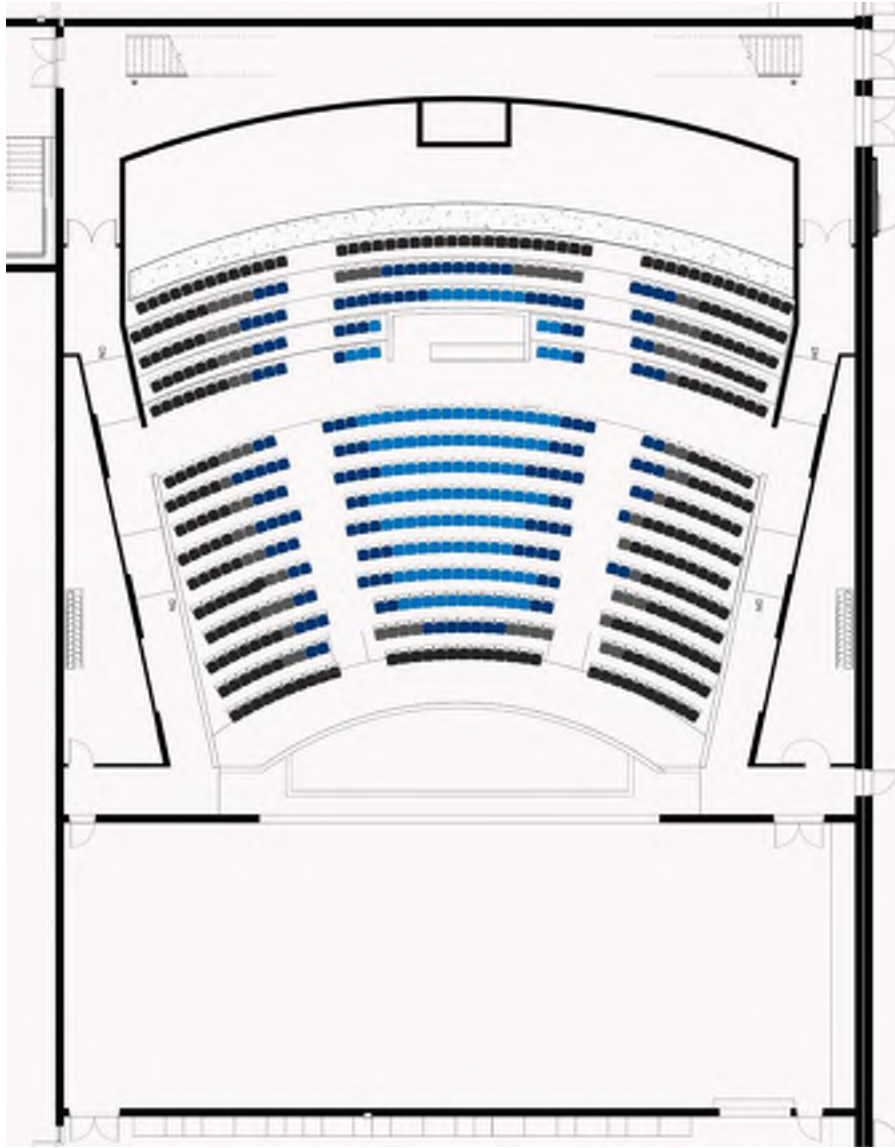


option 2 -  
blue gradient

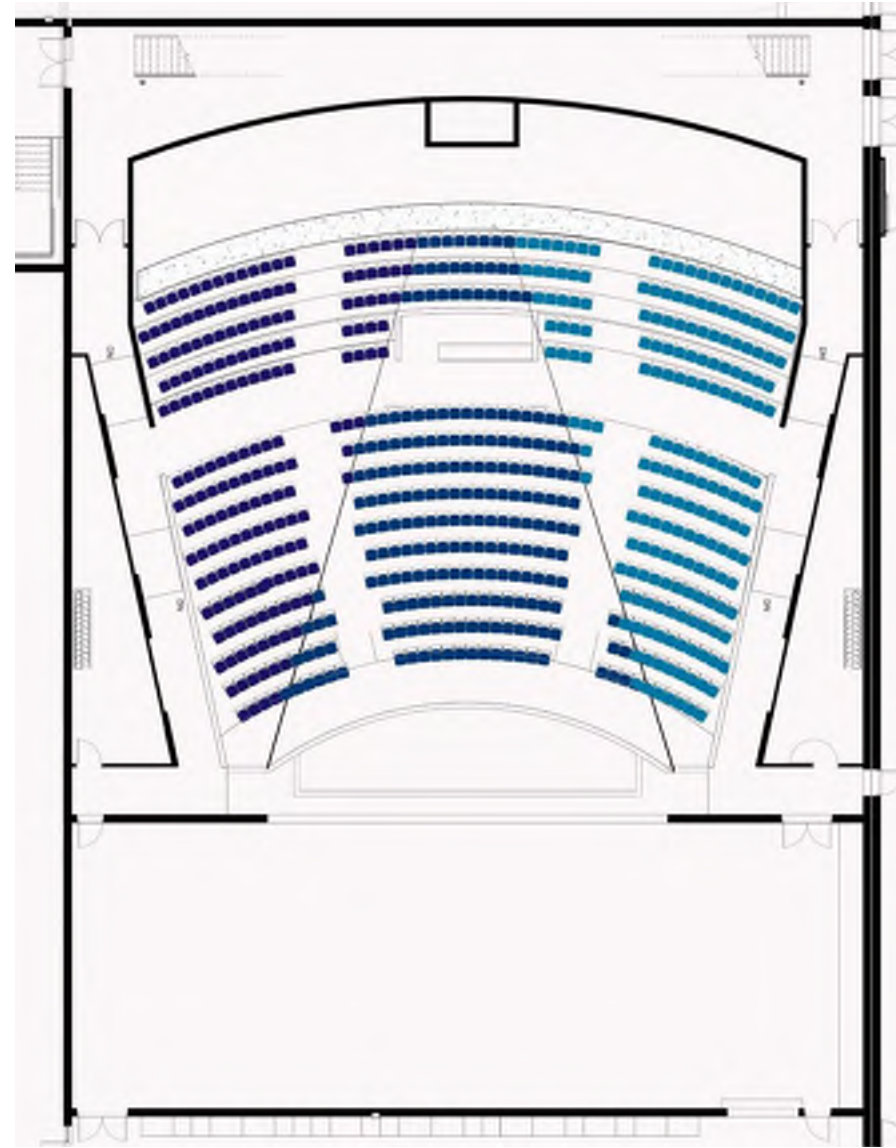


option 3 -  
gray gradient

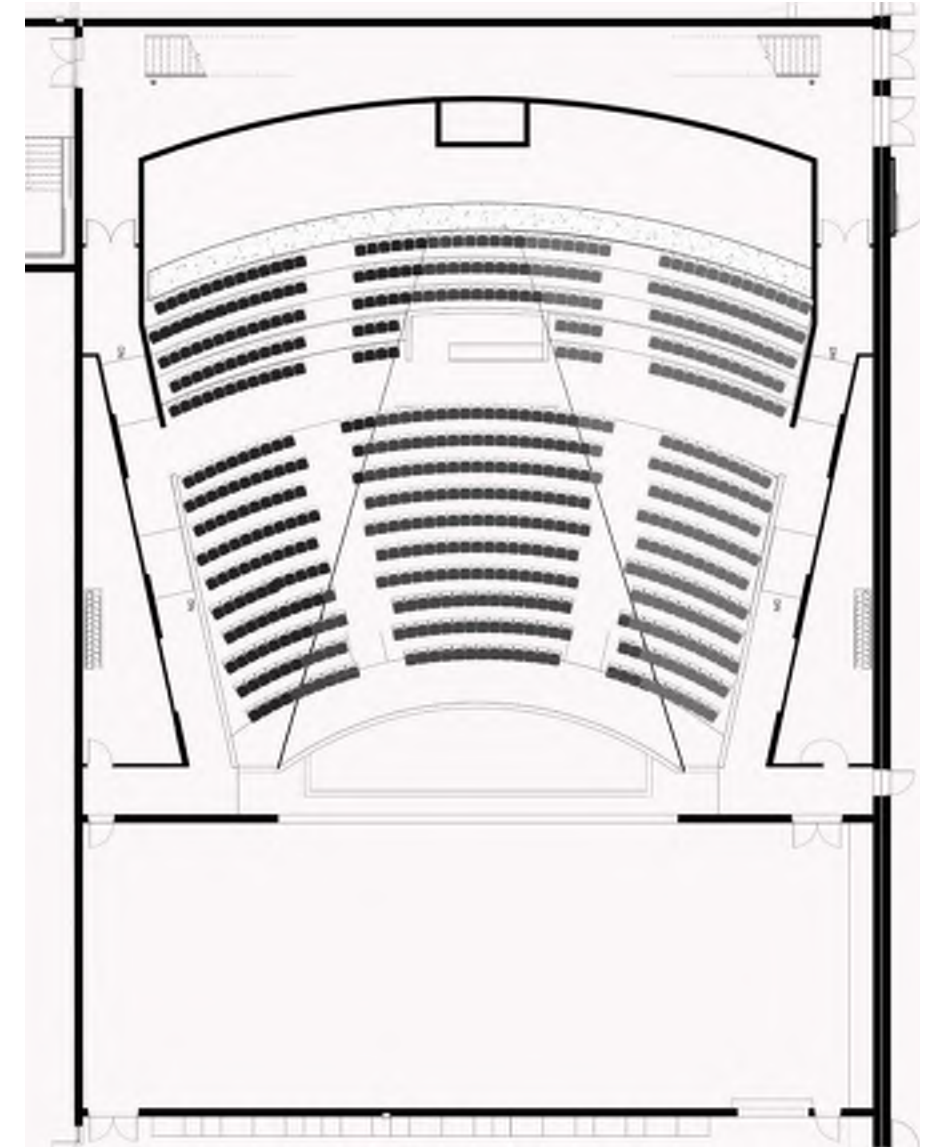




option 1 - geode concept

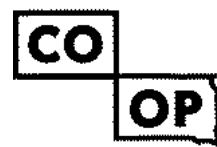


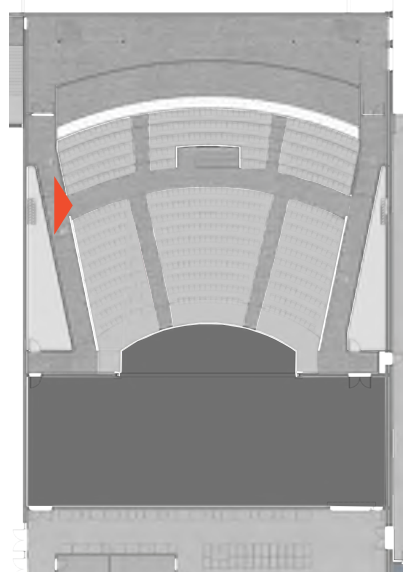
option 2 - blue gradient



option 3 - gray gradient



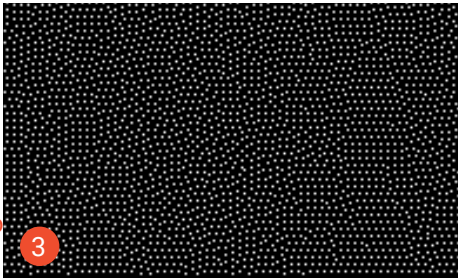



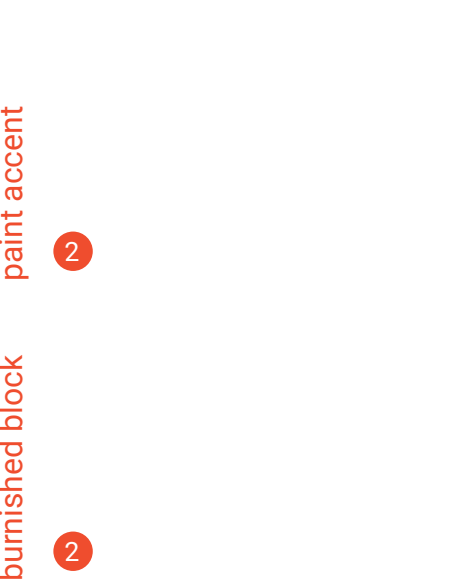

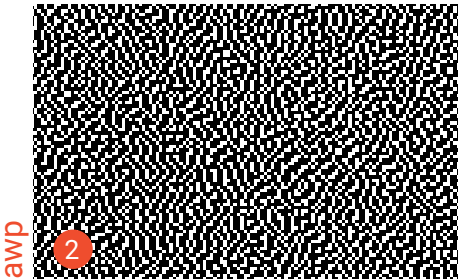

Thank you!





# UPDATE

fixed seats

carpet install		1
wood accent		4
stage		3
awp		2
curtain		2
paint accent		2
burnished block		2
awp		2
ahardened conc		2
ahardened conc		2

POSITION TITLE & DETAILS			
<b>TITLE</b>	<b><u>Buildings and Grounds Coordinator</u></b>		
<b>WORK DAYS</b>	225	<b>REPORTS TO</b>	Executive Director of Operational Support Services
<b>SALARY SCHEDULE</b>	Salary to be established by the Board of Education	<b>SUPERVISES</b>	<ul style="list-style-type: none"> <li>• Custodial Personnel</li> <li>• School Plumber</li> <li>• School Carpenter</li> <li>• Production</li> <li>• Groundskeeper</li> <li>• Warehouse</li> <li>• School Painter</li> <li>• District Mail</li> <li>• School Electrician</li> </ul>
<b>GROUP</b>	Classified	<b>EVALUATION</b>	By the Executive Director of Operational Support Services utilizing the adopted district process
<b>FUNCTIONS</b>	Provides vision and leadership for the effective operation of the Buildings and Grounds department including grounds maintenance, physical plant, utilities and energy control, HVAC systems, safety compliance, and facility construction and renovation.		

MINIMUM REQUIREMENTS	
<b>EDUCATION</b>	Bachelor's Degree preferred but not required, or equivalent experience.
<b>CERTIFICATIONS / LICENSE</b>	
<b>WORK EXPERIENCE</b>	<ul style="list-style-type: none"> <li>• Five years experience in and knowledge of repair maintenance, plumbing, heating, operation of mechanical and electrical systems.</li> <li>• Training as asbestos designated person and asbestos contractor supervisor preferred but not required.</li> <li>• Basic computer knowledge</li> <li>• Experience supervising personnel</li> </ul>

DUTIES AND RESPONSIBILITIES
<p>1. EXISTING FACILITIES</p> <ol style="list-style-type: none"> <li>a. Responsible for the operation, upkeep and maintenance of all buildings, grounds, and other physical facilities owned and/or leased by the district.</li> <li>b. Ensures that environments within these buildings are maintained such that learning and working activities can be efficiently performed.</li> <li>c. Provides for adequate campus security and safety measures.</li> <li>d. Maintains maintenance records and architectural drawings of all facilities.</li> <li>e. Responsible for the planning, site surveying, bid specification preparation, technical analysis of construction alternatives, utility location and procurement, or other related activity to building restoration/remodeling/renovation.</li> </ol>

2. NEW FACILITIES/CONSTRUCTION

- a. Responsible for the planning, bid specification preparation, technical analysis of construction alternatives, utility location and procurement, or other related activity to new building/facility construction preferred but not required.

3. EQUIPMENT

- a. Responsible for the maintenance, updating inventory, scheduled or unscheduled replacement and service of all equipment classified as "built-in" or "non-instructional", including electric, water, HVAC, sewage systems, grounds and custodial.
- b. Responsible for requisitioning of supplies, materials and parts for this equipment to keep it operating effectively within the various physical plants and facilities. Implement and follow preventive maintenance programs.
- c. Responsible for coordination and implementation of energy management and conservation measures designed to minimize district energy consumption.
- d. Responsible for all security video surveillance, security cameras, etc. in cooperation with the Director of Technology.

4. POLICIES

- a. Assists in developing, administering and interpreting Board of Education policy related to buildings and grounds and in conjunction with state and federal laws.

5. PERSONNEL

- a. Supervises all groups of building and grounds personnel.
- b. Responsible for maintaining all physical facilities, campus grounds, and services from warehouse and production.
- c. Maintains contact with building and grounds workers in all phases of building, repairing, renovating, and planning to ensure work done is according to specifications.
- d. Evaluates all building and grounds personnel in accordance with district guidelines.
- e. Provides for replacement of personnel under his/her supervision in accordance with district policies and guidelines with regard to hiring practices, substitution and termination proceedings.
- f. Organizes and implements a program of recruitment, assignment, in-service training and evaluation of personnel under his/her supervision.

6. PUBLIC RELATIONS

- a. Available, whenever requested, to attend Board of Education meetings to present construction proposals, answer inquiries or provide input requested about any district facility under his/her jurisdiction.
- b. Available, whenever required, to meet with municipal, public or private officials or personnel to coordinate or represent the district's interests and/or requests.
- c. Participates in all safety drills and supports the emergency response teams in crisis situations to ensure district readiness in emergency situations

7. BUILDINGS AND GROUNDS/WAREHOUSE MANAGEMENT

- a. Coordinates and/or implements any or all management goals established by the Board of Education.
- b. Formulates and/or presents policy statements and associated regulations for all functions under Buildings and Grounds Coordinator's supervision, activity, or area of concern.
- c. Forecasts, manages, and prioritizes the budget expenditures and/or allocations for salaries, purchases of materials, equipment, professional services and contracted work for that portion of fiscal budget assigned to provide upkeep of the physical plant.

8. CAPITAL OUTLAY PROCESS

- a. Solicits and collects capital outlay requests from district administrators, directors and coordinators.
- b. Specifies, estimates, administers capital outlay purchases and projects.
- c. Plans, prioritizes, coordinates, directs and reviews capital outlay projects of the district to assist in the current and long range facility and budget planning process.

9. OTHER

- a. Provides for his/her professional growth.
- b. Performs such other related duties as may be assigned.
- c. As duties and responsibilities change the job description will be reviewed and updated

**CURRENT PROVIDER**

Black Hills Occupational Medicine

**ANNUAL FEE**

\$75.00

Discontinuing services

**COMPANY PROVIDERS****ANNUAL FEE****ADVANTAGES****DISADVANTAGE**

<b>COMPANY PROVIDERS</b>	<b>ANNUAL FEE</b>	<b>ADVANTAGES</b>	<b>DISADVANTAGE</b>
Monument Health	\$150.00	Already have an agreement with this company	Monument does not manage pool and we would need to register with another company Escreen
			New collection site and process
Sanford Occupational Medicine	\$129.00	Collection site and process will stay the same	Not a local company
		On line results	
		Transportation Professional Development Training	
		Meets requirement to register on FMCSA Clearing House	

# **AGREEMENT FOR DRUG AND ALCOHOL TESTING ADMINISTRATION PROGRAM SERVICES**

THIS AGREEMENT FOR DRUG AND ALCOHOL TESTING ADMINISTRATION PROGRAM SERVICES (“Agreement”) is made and entered into effective upon the signature by both parties, by and between Sanford Bismarck dba Sanford Health Occupational Medicine Clinic (“Sanford”) and the party identified in the signature block of this Agreement (“Client”).

## **RECITALS**

- A. Sanford is a provider of drug and alcohol testing administration program services;
- B. Client is the purchaser of drug and alcohol testing administration program services and is the party responsible for the payment for such services provided pursuant to this Agreement; and
- C. Client desires to engage Sanford to provide certain services as provided herein for its facility.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **ARTICLE I**

### **Covered Services, Compensation and Billing**

1.1 Sanford will provide the drug and alcohol testing administration program services identified on Exhibit A (the “Services”). Sanford’s employees providing Services under this Agreement shall maintain any applicable licensure and shall abide by all federal and state healthcare rules and regulations.

1.2 Sanford will provide all equipment, inventory and supplies necessary for it to perform the Services.

1.3 Client will compensate Sanford for the Services pursuant to the fee schedule set forth on Exhibit B. Payment will be due within 30 days of invoice.

## **ARTICLE II**

### **Confidential Information, Medical Records**

2.1 Confidentiality. During the term of this Agreement and thereafter, except as specifically provided in this Agreement or to the extent reasonably necessary to perform its obligations or exercise or enforce its rights hereunder, no party shall provide or disclose to any third party or use for its own benefit, any Confidential Information, unless authorized in writing to do so by the party owning the Confidential Information or unless authorized to do so by

applicable law. Confidential Information is owned by the disclosing party and includes nonpublic information, all patient information, all medical policies, clinical protocols, and practice parameters.

2.2 Medical Records. The parties shall maintain the confidentiality of the medical records of persons for which Services are provided by Sanford, and Sanford may release information reflected in the record of any such person only upon the advance written consent of such person unless otherwise permitted or required under applicable law.

### **ARTICLE III** **Insurance and Indemnification**

3.1 Insurance. Sanford shall maintain at its cost professional liability insurance in amounts not less than one (1) million dollars per occurrence and three (3) million dollars in the aggregate for all claims arising in any one policy year, and upon request shall provide Client with evidence thereof.

3.2 Indemnification. Each party (“Indemnifying Party”) shall hold harmless and indemnify the other party and its officers, trustees, directors, members, employees, successors and assigns (“Indemnified Parties”) of, from and against any and all third party liability, loss, damage, claims or expenses of any kind whatsoever including without limitation reasonable attorneys’ fees and costs and expert witness’ fees, which may be sustained, suffered, recovered or made against any Indemnified Party by any third party which arises from or is in any way connected with the negligent or intentional acts, or the performance (or failure to perform) of its duties and obligations pursuant to this Agreement, of the Indemnifying Party.

### **ARTICLE IV** **Term and Termination**

4.1 Term. The initial term of this Agreement (“Initial Term”) shall commence on the Effective Date and shall continue for a period of one year. Unless earlier terminated as set forth herein, this Agreement will automatically renew for successive terms of one (1) year each.

4.2 Termination Before End of Term. This Agreement may be terminated, with or without cause, upon thirty (30) days written notice by the terminating party to the other party.

### **ARTICLE V** **Miscellaneous Provisions**

5.1 Independent Contractors. Each party, its officers, agents and employees are at all times independent contractors to the other party. Nothing in this Agreement shall be construed to make or render either party or any of its officers, agents, or employees an agent, servant, or employee of, or joint venturer of or with, the other.

5.2 Notices. All communications, notices and demands of any kind (“Notices”) which either party may be required or elect to give or serve upon the other party shall be in writing and

shall be delivered in person or sent by registered or certified mail, return receipt requested, or sent by overnight courier providing proof of receipt, to the addresses listed in the signature block of this Agreement.

5.3 Entire Agreement. This Agreement represents the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and it supersedes all prior and concurrent agreements, understandings, promises or representations, whether written or oral, made by either party to the other concerning the subject matter hereof.

5.4 Waiver. The failure of either party to insist in any one or more instances upon strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment of the right to enforce or require compliance with such covenant thereafter, and the same shall continue and remain in full force and effect.

5.5 Severability. Should any one or more of the provisions of this Agreement for any reason be declared invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.

5.7 Assignment. Neither party shall assign this Agreement or any interest herein or subcontract or assign its duties or obligations under this Agreement, voluntarily, by operation of law or otherwise.

5.8 Amendments. This Agreement may be amended or supplemented only by a writing executed by the parties.

5.9 Headings. The headings at the beginning of each numbered article or section of this Agreement are solely for the convenience of the parties and are not a part of this Agreement.

**SANFORD**

Sanford Bismarck  
2603 E Broadway Ave  
Bismarck, ND 58501

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/ST/Zip: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Company ID: \_\_\_\_\_

## **Exhibit A – Services**

### **Obligations and Responsibilities**

#### Sanford Obligations and Duties

- A. Maintain a list of Client’s Designated Employer Representatives (“DERs”) authorized to receive names of employees selected for random testing and to whom test results may be reported.
- B. Maintain records documenting Client’s participation in Sanford’s random testing program and provide Client with these records and other compliance information within (2) business days of the original designated representatives request.
- C. Meet or exceed minimum random selection testing rates set forth by the DOT for each calendar year, or other percentages defined by Client for other Non-DOT employees.
- D. Using a scientifically valid method, conduct a computer-generated, random selection of Client employees for random drug and alcohol testing.
- E. Provide for each random selection; instructions, a list of eligible participants and a list of selected participants.
- F. Identify and coordinate drug and alcohol services at non-Sanford collections sites (if applicable).
- G. Utilize a Substance Abuse and Mental Health Services Administration (“SAMHSA”) certified laboratory to conduct testing of all specimens.
- H. Provide a certified Medical Review Officer (“MRO”) who will review all test results.
- I. Report all test results only to a Designated Employer Representative (DER) within two (2) business days of receipt of all required paperwork and verification from the MRO. All test results will be reported electronically unless Client requests other reporting method.
- J. Maintain records of positive and negative drug and alcohol test results, MRO declared refusals to test, random pool records, and random lists and notices based on DOT record retention guidelines. Client will provide records to Sanford for drug and alcohol services at non-Sanford collections sites.
- K. Provide, upon request of Client, annual summaries of testing results.
- L. Follow the federal DOT regulations found in 49 CFR Part 40 relating to testing methods for both DOT regulated and non-DOT regulated companies.
- M. Provide Client with references for Employee Assistance Program services upon request.
- N. Refer employees to qualified Substance Abuse Professionals (“SAP”) upon request.
- O. Order drug testing supplies to be used by non-Sanford collection sites upon request.
- P. Provide guidance, upon request, to Client for documentation submission to the Clearinghouse if an “actual knowledge” violation is needed to be reported.

## Client Obligations and Duties

- A. Provide Sanford with any changes in Client information including name, address, phone number, email, authorized contacts, or Designated Employee Representative (DER), additions or deletions to random pools.
- B. Client agrees that all of its drug and alcohol tests, including pre-employment, random, reasonable suspicion, post-accident, return-to-duty, and follow-up testing must be conducted through and administered by Sanford in order to maintain the integrity of the testing program. To maintain program integrity, it is recommended to use Sanford's CCF for drug services completed at non-Sanford collection sites.
- C. Have the employee proceed immediately to closest available collection site when the employee is notified of the random testing selection.
- D. Fully document any reason(s) leading to a failure to comply with all requests of a random test. Failure to randomly test employees that require random testing may result in termination from Sanford's drug and alcohol testing administration program. Refusal to test will be reported to the Clearinghouse. Client agrees to the release of this information to any applicable and appropriate regulatory enforcement agency.
- E. Client to register with DOT Clearinghouse (if applicable) and select "Sanford Occupational Health" as their C/TPA.
- F. Client to submit "actual knowledge" violation to Clearinghouse with required documentation.
- G. Until the DOT Clearinghouse has been in operation for 3 years, the Client will be responsible for requesting drug and alcohol histories from previous employers to determine whether a prospective employee violated FMCSA's drug and alcohol testing program.
- H. If a limited query within the DOT Clearinghouse comes back with information, Client is to ensure employee consents within 24 hours to the full query.

## **Exhibit B – Fees**

### **Annual Membership Fee: \$129**

*Membership fee includes:*

- A. Random Pool selection and compliance management
- B. Medical Review Officer (MRO) services
- C. Web based access to test results
- D. Annual Drug Panel review
- E. Online Training resources (Reasonable Suspicion and Designated Employer Representative (DER) training)
- F. Additional reports needed for auditing purposes
- G. Access to Physician Medical Review Officer for general drug testing questions

*Clearinghouse Reporting (if applicable):*

- A. Clearinghouse reporting of negative Return-to-Duty test
- B. Clearinghouse reporting of completed Follow-up testing
- C. Clearinghouse reporting of alcohol confirmation 0.04 or higher
- D. Clearinghouse reporting of refusal to test (alcohol)
- E. Clearinghouse reporting of refusal to test (drug) not requiring a determination by the MRO
- F. Clearinghouse reporting of results from MRO
- G. Access to sample standard consent form to be used for limited queries within Clearinghouse
- H. Guidance on requirements needed for “actual knowledge” reporting to Clearinghouse (Client will be responsible for submission into Clearinghouse)

*\* Clearinghouse reporting of A-E above is triggered by the Client’s submission of the Clearinghouse Reporting Form to Sanford to initiate the reporting submission within the Clearinghouse*

### ***Additional Services available upon request:***

#### **A. Clearinghouse Queries**

- a. Annual Queries to Clearinghouse (Annual Fee)
  - i. 1-24 Employees: \$75
  - ii. 25-49 Employees: \$150
  - iii. 50-99 Employees: \$300
  - iv. 100+ Employees: Contact for Pricing
- b. Pre-Employment Query
  - i. \$12 per query

*\* Clearinghouse reporting of Annual or Pre-Employment Queries are triggered by the Client’s submission of the Clearinghouse Reporting Form to Sanford to initiate the reporting submission within the Clearinghouse*

#### **B. Coordination/scheduling of drug and alcohol services at non-Sanford sites:**

- a. Contact for specific pricing

## Web Based Company Access Agreement

This Access Agreement (the “Agreement”) is made and entered effective on the last date set forth below, by and between Sanford, a North Dakota non-profit corporation (“Sanford”), and the company identified on the signature page of this Agreement (“Company”).

1. It is the purpose of this Agreement to fix the terms and conditions for access by Company to Sanford’s web based software system for the reporting of employee test results to Company.

2. Company has requested and Sanford has agreed to provide to Company password-protected access to Sanford’s web based software system solely for the purpose of providing access to Company of the results of employment screening performed by Sanford on Company employees.

3. Company acknowledges that web based access consists of third-party software. Company covenants and agrees that, during the entire term of this Agreement, it will abide by the terms and conditions of the agreements in place from time-to-time between Sanford and/or its affiliates and their third-party IT vendors, including, without limitation, the web based license agreement. If, for any reason, the license or rights of Sanford provided by a third party is limited or terminated, the rights of Company shall also be limited or terminated.

4. Company shall have the right to grant designated employees access to the web based software system solely for the purpose of reviewing results of employment screening performed by Sanford on Company’s employees. Company shall have all of its designated employees who have access to web based system (“Users”), prior to being granted access to web based access, sign a “User Agreement” in the form attached hereto as Attachment A and agree to abide by the other Sanford compliance policies applicable to other Sanford web based users. Company shall provide Sanford, upon request, copies of signed User Agreements.

5. Sanford will issue and manage all user name and password assignments. Company shall ensure confidentiality of all user names and passwords assigned. Company agrees that it will at a minimum: (i) ensure that only Users access web based information pursuant to this Agreement; (ii) take steps to enforce the terms of each User Agreement; (iii) discontinue a User’s access to web based software in the event Company determines that the User improperly shared a password or accessed or used web based information in violation of law or this Agreement or the User Agreement; and (iv) promptly notify Sanford of the same. Nothing in this Agreement shall prevent Company from applying more stringent standards with respect to ensuring confidentiality.

6. Users shall be authorized to access and use web based information consistent with the rights of Company, Sanford’s Software Security & Compliance policies provided from time to time by Sanford (“Policies”), and the User’s role(s) for Company. When a User’s employment with Company is terminated or the User’s role with regard to use of web based software changes, Company shall promptly notify Sanford and Sanford or Company, as determined by Sanford, shall make the appropriate changes, including terminating, suspending or inactivating the user name and password and other security measures or making any change in role or security measures, as appropriate. Any violation by a User of this Agreement (including the Policies and

the User Agreement) shall be cause for immediate suspension or termination of the User's access to and use of web based software in the sole discretion of Sanford. Company will be liable for all access to and use of web based software, and for all access to, use and disclosure of Company's employment records by Company and all Users, whether by use of any password, identifier, mechanism, or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from Company or any User.

7. Company agrees that it will not change or alter web based information in any way, and, in the event Company suspects any problems related to unauthorized data alteration or destruction, it shall instruct its Users to immediately discontinue using the web based software and report the problem to Sanford. Company shall make no attempt to, and shall not permit its Users or any third party to make any attempt to: (a) interfere in any manner with the web based information; (b) modify, reverse engineer, de-compile, disassemble or otherwise attempt to learn the source code, structure, algorithms or ideas underlying web based information; (c) copy web based information or remove or modify any markings, or notice of proprietary rights of Sanford or its suppliers, vendors, or licensors, from any media, user interfaces or documentation provided; (d) use web based information in violation of any applicable federal, state or local laws or regulations; or (e) sublicense, timeshare, rent or provide service bureau or subscription services or otherwise transfer web based information.

8. Company acknowledges that access to web based software is provided over various facilities and communications lines and information will be transmitted over local exchange and internet backbone carrier lines and through routers, switches, and other devices (collectively "carrier lines") that are owned, maintained, and serviced by third-party carriers, utilities and internet service providers, all of which are beyond Sanford's control. Sanford assumes no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted on the carrier lines or otherwise, or for any delay, failure, interruption, interception, loss, transmission, or corruption of any Company's records or other information attributable to transmission on the carrier lines or otherwise. Use of the carrier lines is solely at Company's risk and is subject to all applicable laws.

9. This Agreement is effective on the date of the last signature below and shall continue for a period of one year. Unless earlier terminated, this Agreement will automatically renew for subsequent terms of one year each. Notwithstanding the foregoing, either party may terminate this Agreement upon 30-days written notice. Sanford may terminate this Agreement immediately upon notice upon Company's violation the confidentiality or access provisions of this Agreement.

10. Company agrees to defend, indemnify and hold harmless Sanford and Sanford's subsidiaries and affiliates, and the officers, directors, trustees, and employees of each (collectively the "Sanford Indemnified Parties"), from all claims, suits, fees, losses, expense, liability and damages, including but not limited to reasonable attorneys' fees and costs, which may be asserted or assessed against or incurred by the Sanford Indemnified Parties as a result of Company's or its Users' use of, or access to, web based information, or a breach of this Agreement by Company or to the extent attributable to the acts or omissions of Company officers, directors, commissioners, independent contractors, agents, or employees.

11. The terms of this Agreement shall be subject to and limited by the laws of the State

of South Dakota.

12. The parties hereto agree that neither shall assign this Agreement or the rights or obligations created thereby to any other person without the written permission of the other party. Notwithstanding the above, Sanford may assign this Agreement to a corporate affiliate.

13. SANFORD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO WEB BASED INFORMATION, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, DATA ACCURACY, OR INTEGRITY, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SANFORD DOES NOT WARRANT THAT WEB BASED WILL BE ERROR-FREE, UNINTERRUPTED, SECURE, VIRUS-FREE, OR RELIABLE OR THAT SANFORD OR ITS LICENSORS WILL CORRECT ALL SOFTWARE ERRORS. SANFORD WILL IN NO EVENT BE HELD RESPONSIBLE FOR ANY PROBLEMS WITH THE ACCESSIBILITY OR USE OF WEB BASED ATTRIBUTABLE TO THE PUBLIC INTERNET INFRASTRUCTURE OR COMPANY'S OR ANY USER'S ABILITY TO CONNECT TO THE INTERNET.

14. SANFORD WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, ARISING OUT OF OR IN CONNECTION WITH WEB BASED, HOWEVER ARISING, INCLUDING UNDER CLAIMS OF NEGLIGENCE AND FOR INTERRUPTED COMMUNICATIONS, LOST DATA, OR LOST PROFITS, EVEN IF SANFORD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SANFORD'S TOTAL CUMULATIVE LIABILITY TO COMPANY OR ANY THIRD PARTY IN ANY CIRCUMSTANCE IS LIMITED TO THE AMOUNT OF FEES PAID TO SANFORD IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE ACTION GIVING RISE TO THE LIABILITY FIRST AROSE.

15. Sanford shall be permitted to audit, but not more than once annually (except upon reasonable information and belief that Company is in breach of this Agreement or in the event Sanford or one of its affiliates is engaged in an audit with a third-party software vendor) Company's usage of web based information. Sanford's audit may consist of a remote or on-site audit. Company agrees to fully cooperate with Sanford in completion of such audits.

**[Company]**

**Sanford**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## ATTACHMENT A

### WEB BASED USER ACCESS AGREEMENT

I, \_\_\_\_\_, am an employee, independent contractor or agent of \_\_\_\_\_ (“Company”) and wish to enter into this Web Based User Agreement (“User Agreement”) to be granted web based access to Sanford information. In connection therewith, my signature below in this Agreement certifies that I agree to follow and abide by Sanford’s processes and policies.

In addition, I agree to the following terms:

1. I will only access the web based information pertaining to Company’s employees for employment purposes. I agree that I will not copy, print or utilize information contained in the web based software for any purpose other than employment matters related to Company’s employees.

2. I will protect the confidentiality of the information contained in the web based software and follow all applicable privacy and confidentiality laws relating to medical records, including HIPAA. I understand that violating employee confidentiality may be a violation of applicable laws, and may result in loss of employment or civil, criminal, or other legal action against me. I agree to do the following to protect the confidentiality of the web based information and the confidential employee information it contains:

- (a) Report to my supervisor and Sanford any unauthorized use or disclosure of any portion of web based information of which I become aware;
- (b) Take appropriate precautions to ensure that employees, visitors or unauthorized personnel will not be able to see the computer screens during access to web based information;
- (c) Document any disclosures of web based information as required by law or as otherwise required by this Agreement and provide this documentation to Sanford if requested; and
- (d) If I receive a request for disclosure of web based information from a court or governmental agency, I will immediately notify Company and Sanford prior to any disclosure, in order to allow Sanford and/or Company the opportunity to seek the appropriate protective order to protect web based information.

3. I will not alter web based information or the service software in any way. If I believe the software has been altered or suspect that there is any problem due to unauthorized data alteration or destruction, I will stop using it immediately and report the problem to my supervisor, who will report it to Sanford.

4. I will be given a user name and password in order to access web based information. I agree not to share my password or any access information with anyone, and will not allow or assist anyone to access web based information who is not an authorized user. If I believe that another person has obtained my password, I will inform my supervisor and Sanford and change my password as soon as reasonably practical. Company passwords are changed every 12 months. At 11 months you will receive a notification that your password will expire in 30 days. Please contact Sanford Health Occupational Medicine via email at [Occmed@sanfordhealth.org](mailto:Occmed@sanfordhealth.org) or phone at 888-600-2378. Sanford will contact you and provide new password.

5. I acknowledge that my user name and password will comprise my electronic

signature. This electronic signature will be treated as a written signature, indicating acceptance and completion of all electronic entries into Sanford's information systems in accordance with Company and Sanford policy and federal and state law. I hereby acknowledge and agree that the use of my electronic signature is the functional equivalent of my written legal signature.

6. I understand that Company and/or Sanford may terminate my access to web based information at any time. If my access is terminated for any reason, I agree to stop using my password immediately and agree not to attempt to access web based information thereafter.

7. This User Agreement takes effect on the date on which it is signed below and will remain in effect until my access to web based information is terminated.

8. For purposes of enforcement of this User Agreement, Sanford shall be deemed a third-party beneficiary to this User Agreement.

Any questions I have regarding this User Agreement have been answered. I agree to abide by the terms of these agreements.

\_\_\_\_\_  
User's Printed Name

\_\_\_\_\_  
User's Signature

\_\_\_\_\_  
Date

## Web Based User Access Request

**User Information:** *This form must be completed for each person requesting remote access*

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_ Ext: \_\_\_\_\_

Company: \_\_\_\_\_

*Access Requested for in Clinic & Onsite Services (please check all that apply):*

EXAMS	INJURY CARE
Asbestos Report	Visit Summary
DOT	First Report of Injury
Hazmat Surv. Report	Fast Program Visit Summary
Lead Surv. Report	IMMUNIZATIONS
Methylene Chloride Surv. Report	Cholera
Nurse Review Med History Report	Hepatitis A
OSHA/MSHA Recordable Hearing Loss Examination Report	Hepatitis B
Physical Report	Influenza
Pre-Placement Report	MMR
Respiratory Report	Polio
Resp. Questionnaire Report	Rabies
Return to Work Report	TB Skin Test Results
SCREENING SERVICES	TDAP
Audiogram Analysis Report	Tetanus/Diphtheria (Td)
Audiogram Equipment & Verification Letter	Typhoid
Audiogram Results Letter Company/Employee	Varicella
Audiogram List (Onsite Only)	OTHER
Audiogram Patient List (Onsite Only)	Company Paperwork
Audiogram Recal Letter (Onsite Only)	Consent Form
Audiogram Threshold Shift List (Onsite Only)	Incident/Behavior Report
Drug Screen Results	Lab Results Letter Company
Job Function Test	<b>Item(s) Not Listed You Would Like to Request be Available</b> <i>*Additional Requests will Need Executive Approval</i>
Physical Abilities Test	
Pulmonary Function Test (PFT)	
Respirator Fit Test	

***I have read, understand, and will comply with the Sanford Health Web Based Access User Agreement.***

**Requestor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Company Designated Representative Name:** \_\_\_\_\_

Please Print

**Company Designated Representative Signature:** \_\_\_\_\_

SECTION	<b>J</b>	TITLE	<b>STUDENTS</b>	FILE	<b>JECG</b>
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**EDUCATION OF CHILDREN IN FOSTER CARE**

**Policy Statement:** Children in foster care are often a vulnerable and highly mobile student population. Children in foster care typically make more unscheduled school changes than their peers in a given school year. Compared to their peers, students in foster care experience lower high school graduation rates, lower scores on academic assessments, and higher rates of grade retention, chronic absenteeism, suspensions, and expulsions.

It is therefore the policy of the District that children currently enrolled in the District remain as students in the District while in foster care unless there is a determination that it is not in the student’s best interest to continue to attend school in the District. It is also the policy of the District that a nonresident student placed in foster care located within the District shall be immediately enrolled in the District if it’s not in the child’s best interest to stay in the student’s district of residence, even if the student is unable to produce records normally required for enrollment.

**Definition of Foster Care:** Foster care means 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility, and includes placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes. A child is in foster care regardless of whether the foster care facility is licensed and payments are made by the State, Tribal, or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is Federal matching of any payments that are made.

**Notification to the District.** The Department of Social Services, Division of Child Protection Services (CPS) will notify the District within one school day when a student has been placed into foster care or has a change in his or her living arrangements. The CPS will also inform if placement could result in a change to the student's school. The District will immediately update the student's foster care status in the student database.

**Best Interest.** The best interest determination must be based on multiple student-centered factors, including but not limited to appropriateness of the current educational setting and proximity to the school in which the child is enrolled at the time of placement. The District and the Department of Social Services, Division of Child Protection Services (CPS) will collaborate to develop a joint process for making best interest determinations. The student will remain in his or her school of origin until the District and CPS make a best interest determination. CPS and the District will make a best interest determination within five school days of the student’s foster care placement, except in emergency removal situations. CPS and the District will document the decision and next steps. Transportation costs should not be a factor. The District and CPS shall

consult the student, if appropriate, and adults who have meaningful relationships with child. If the District and CPS cannot agree on what is in the best interest of the student, the ultimate decision resides with the CPS. To the extent feasible and appropriate, a child must remain in his or her school of origin while awaiting a decision to reduce the number of school moves.

**Immediate Enrollment of Child Placed in Foster Care.** If it is not in the child's best interest to stay in his or her school of origin, the student must be immediately enrolled in the new school and eligible to attend classes and receive appropriate academic services even if the student is unable to produce records normally required for enrollment. The enrolling school shall the day of enrollment contact the school last attended to obtain relevant academic and other records and the school of origin is to send the student's records within one school day. CPS will provide the new school with as much information as possible about the student (such as age, grade and academic history) to ensure appropriate support and placement until the school receives relevant records from the school of origin. If the enrolling school does not know the student's grade, it can give grade-level assessments to determine a student's placement until the school receives relevant records. The new school will provide the student appropriate credit for full or partial coursework satisfactorily completed while attending prior school(s).

**Transportation.** If the District and CPS determine the child should stay in the District, the District and CPS will develop and implement a plan to provide, arrange and fund transportation within five school days of the best interest determination. If the District is the school of origin and there are additional costs incurred in providing transportation, the District will provide transportation if PCS agrees to reimburse the District, if the District agrees to pay the cost, or if the District and local CPS agree to share the cost. The District and CPS will arrange interim transportation until permanent transportation plans are in place.

**Point of Contact:** The Board shall designate a Point of Contact (POC) for CPS and inform CPS of the person designated. The POC shall be responsible for coordinating with local CPS to develop a process for implementation of Every Student Succeeds Act (ESSA) provisions and shall have the capacity and resources to guide the implementation of the ESSA provisions.

## **DISPUTE RESOLUTION PROCESS**

### **Disputes between the district and the student's caregiver/education decision-maker:**

#### Level I.

The student's caregiver or education decision-maker may dispute the district's best interest determination, transportation decision, or the provision of any other education-related service for a student in foster care. They may do so by providing the District or the District's Foster Care Point of Contact (POC) with written notice of the dispute within fourteen (14) calendar days of receiving notice of the district's determination (e.g., that the district intends to enroll the student in a school other than the school of origin or the school requested by the caregiver or the education decision-maker).

The notice of dispute, if provided to the district, will be immediately forwarded to the Foster Care POC, or if that person is unavailable, another designee. The POC will log receipt of the notice (including the date and time), and then forward a copy of this documentation to their

immediate supervisor and the superintendent or designee. The Liaison will make a decision on the dispute within seven (7) calendar days of receipt and inform the caregiver or educational decision-maker in writing of the result. The following documents will be included with the decision in an "appeals package":

- A copy of the original notice of dispute;
- Any additional information from the caregiver or educational decision-maker and/or foster care liaison; and
- Instructions on appealing the decision to Level II. The liaison will verify receipt of the written decision by the caregiver or education decision-maker.

#### Level II.

If the caregiver or education decision-maker disagrees with the decision of the foster care liaison, he or she may appeal the decision to the Superintendent or his/her designee. He or she may do so by providing the Superintendent's office with a copy of the Level I appeals package within fourteen (14) calendar days of their receipt of the Level I decision.

Within seven (7) calendar days of the notification to the district that the caregiver or education decision-maker intends to appeal, the Superintendent or designee will arrange to meet within a reasonably expeditious time period either in-person or through phone/video conference with the student's caregiver or educational decision-maker, the student if appropriate, and at least one representative from CPS. If it is not possible for the CPS representative to be present within a reasonable time, the Superintendent or designee will document their efforts to include the representative and proceed with the conference.

Within seven (7) calendar days of the conference, the Superintendent or designee will provide the caregiver or educational decision-maker with a written decision, supporting evidence, reasons for the decision and an appeals package that includes:

- A copy of the initial dispute filed at Level I and the Level I decision;
- The Level II decision rendered by the Superintendent or designee;
- Any additional information from the caregiver or education decision-maker and/or foster care liaison;
- Instructions as to how to file a Level III appeal, including the physical address and email address of where to submit the dispute.

The District's Foster Care POC will also be provided a copy of the Level II decision and appeals package. The POC will be responsible for verifying receipt of the decision and appeals package by the caregiver or educational decision-maker.

#### Level III.

If the caregiver or education decision-maker disagrees with the decision of Superintendent or

designee, he or she may appeal the decision by notifying the district’s foster care liaison within fourteen (14) calendar days of receipt of the Level II decision of their intent to file a Level III appeal. The Superintendent or designee will forward all written and electronic documentation to the South Dakota Department of Education State Foster Care Liaison within seven (7) calendar days of receiving notification of the caregiver or education decision-maker’s intent to file a Level III appeal.

**Disputes between the district and the child welfare agency.** In the event that the district and the child welfare agency are unable to resolve a dispute that does not involve educational placement or the provision of educational services to a student in foster care (e.g., failure to collaborate, transportation reimbursements, data sharing, records release policies), either party may forward the dispute in writing to the South Dakota Department of Education State Foster.

**REFERENCES**

**Cross References:**

- AC - Nondiscrimination in Federal Programs & Complaint Forms
- JECA - Admission of Resident Students
- JFB - Education of Homeless Children / Resolution & Appeal Forms

**Adoption History**

First Reading	11/22/2021		
Approved			

SECTION	<b>J</b>	TITLE	<b>STUDENTS</b>	FILE	<b>JFGA</b>
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**LAW ENFORCEMENT AND DEPARTMENT OF SOCIAL SERVICES STUDENT INTERVIEW POLICY**

When students are at school or involved in a school activity off school grounds, the school has an obligation to the students and their parents, and also an obligation to authorities such as law enforcement and the Department of Social Services. This policy balances the rights of students and parents with the rights and responsibilities of law enforcement and the Department of Social Services as those entities investigate juvenile delinquency/criminal matters and matters related to suspected child abuse and neglect. It is therefore the policy of the District that:

1. Should a law enforcement officer wish to talk with a student under the age of 18\* while the student is at school or at a school activity and interview the student for a reason other than investigating suspected child abuse or neglect, the District will not grant permission for the law enforcement officer to talk with the student unless the school has first notified the student’s parent(s)/guardian(s) and received permission from a parent/guardian for the student to talk with the law enforcement officer. Parents/guardians have the right to deny the request from law enforcement to talk with the student. Parents/guardians shall also be afforded the opportunity to be present during the interview should permission be granted by parent/guardian for a law enforcement officer to talk with the student. However, should the law enforcement officer order school personnel to present the student so the officer may talk to the student, after documenting the law officers order to present the student, the school personnel shall comply with the officer’s order and an administrator shall then immediately contact the student’s parent.
  
2. Should the Department of Social Services (DSS) or a law enforcement officer be investigating suspected child abuse or neglect and wish to talk with a student under the age of 18\* while the student is at school, the request to talk with a student shall be documented by the school administrator, including the name of the person making the request, date of request, date of interview, and that the request is made for the reason of investigating suspected child abuse or neglect. The law in South Dakota requires investigation of suspected child abuse to be kept confidential and can be done without notification to parents. Therefore, the school will not notify parents of a request by the Department of Social Services or law enforcement to talk with a student in such instances.

\* Upon the student reaching the age of 18, the student is a legal adult and has the authority to make the decision whether or not to talk with the law enforcement officer or DSS and without parental involvement. However, the student shall be afforded the opportunity to contact his/her parents for advice before responding to a request by the authorities to meet with and talk to law enforcement and/or the Department of Social Services.

**REFERENCES**

**State Reference:**

**Federal Reference:**

**Adoption History**

First Reading	11/22/2021		
Approved			