

DOUGLAS SCHOOL DISTRICT  
BOARD OF EDUCATION

**AGENDA**

**Monday, July 11, 2022**

**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/93285413161?pwd=bnJXeWZmb1Q1L2ozTDMrTHNpTzNadz09>  
Meeting ID: 932 8541 3161  
Passcode: 790228

Individuals attending virtually and desiring to speak during public forum should email their request to the Superintendent's Office (Kevin.Case@k12.sd.us or Jackie.McPherson@k12..sd.us), including all identifying information by noon of the day of the board meeting.

1. Call Meeting To Order:
2. Pledge of Allegiance and Moment of Silence In Honor Of Fallen Soldiers And Active Duty Persons.
3. Recognition: Ben Frerichs for his years of service on the School Board.
4. Public Forum:
5. Approval of Agenda.
6. **Public Hearing on Proposed 2022-23 School District Budget.**
7. Consent Agenda Items:
  - A. Approve Special Meeting Minutes for June 20, 2022 and Regular Meeting Minutes for June 27, 2022.
  - B. Approve Personnel Action.
  - C. Approve the Purchases and Issuing of Accounts Payable and Payroll
  - D. Approve Conflict Disclosures and Waiver Authorizations Pursuant to SDCL 3-23-3
  - E. Approve ThoughtExchange License Renewal for 2022-2023 School Year.

- F. Approve Overnight/Out-of-State High School Trip Requests for the 2022-23 School Year.
8. Items Removed From Consent Agenda
  9. Elementary and Secondary Curriculum and Instruction Items:
  10. Superintendent Items:
    - A. Elementary School Design Development Presentation by DLR Group.
    - B. Approve the following Resolution:

**WHEREAS**, Ben Frerichs has faithfully served the children and patrons of the Douglas School District for five (5) years as a school board member; and

**WHEREAS**, Ben Frerichs has been involved in and contributed to the activities and functions of the schools and has given freely of his time and energies to resolve the issues, both educational and financial, which have come before the Board; and

**WHEREAS**, Ben Frerichs has maintained high standards and earned the respect of educators and fellow board members;

**NOW THEREFORE BE IT RESOLVED** that the School Board of Douglas School District 51-1 hereby commends Ben Frerichs for his valuable contributions to the students and staff of the Douglas School District.
    - C. Confirmation of Col. Patrice Holmes and CMSgt. Keelan Rasmusson as Associate School Board Members representing Ellsworth Air Force Base. Ellsworth Air Force Base School Liaison Frances Apland will serve as alternate associate school board member as per School Board Policy BL.
    - D. Approve 2022-23 Negotiated Agreement.
    - E. Approve Agreement with Riggs Enterprises - Strategic Direction
  11. Fiscal Resources Items:
    - A. **LET IT BE RESOLVED** that the Douglas School District #51-1 Board of Education, after duly considering the FY22 Expenditure needs, hereby approves and authorizes the transfer of FY22 contingency funds to the appropriate expenditure accounts within and between the General and Special Education Funds for payment of instructional materials, equipment and costs not to exceed \$301,422.
    - B. Approve Supplemental Budget for FY 22. (Copy attached)
  12. Operational Support Services Items:
    - A. Approve Declaring Technology Items as Surplus (Sale or Disposal).

- B. Hear and Approve First Reading of REVISED Board Policy AA - School District Legal Status.
  - C. Hear and Approve REVIEW of Board Policy ABA - Parental / Community Involvement in Decision Making.
  - D. Hear and Approve REVIEW of Board Policy ABAB- Parent Involvement.
  - E. Hear and Approve First Reading of REVISED policy ABAC - Relations With Parents.
  - F. Hear and Approve First Reading of REVISED Board Policy AC- Non Discrimination in Federal Programs.
  - G. Hear and Approve REVIEW of Board Policy AC-R- NONDISCRIMINATION IN FEDERAL PROGRAMS Complaint Procedure
  - H. Hear and Approve REVIEW of Board Exhibits AC-E1, AC-E2, AC-E3- Non Discrimination in Federal Programs Complaint Forms.
  - I. Hear and Approve REVIEW of Board Policy ACAB- Prohibition Against Aiding and Abetting Sexual Abuse.
  - J. Hear and Approve REVIEW of policy ACB - Nondiscrimination on the Basis of Handicap/Disability.
  - K. Hear and Approve REVIEW of Board Policy ADA- Mission Statement.
  - L. Hear and Approve First Reading of REVISED Board Policy AEA- Tobacco-Free Schools.
  - M. Hear and Approve REVIEW of Board Policy AGA- Contested Hearings.
  - N. Hear and Approve First Reading of REVISED Board Policy AH - Conflict of Interest Disclosure and Authorization.
  - O. Hear and Approve REVIEW of Board Policy Exhibits AH-E(1)- Conflict of Interest Disclosure, and AH-E(2)- School Board Action on Conflict of Interest Disclosure.
  - P. Hear First Reading of REVISED Board Policy GCBDC - Jury Duty Leave.
  - Q. Approve Purchase of Tyler Technologies, Transportation Management System, \$113,502.50.
13. Reports:
- A. Superintendent:
  - B. Committee Reports From Board Members and Comments from Associate Board Members
14. Upcoming Calendar Events:
- July 25-28 - Session 2 Adaptive Schools Staff Training

July 25 - Special BOE Meeting - Approve DD & Work Session with Toni Prickett 5:00 Pm  
August 15 - Special BOE Meeting - Ellie Martinez - District Values & Beliefs

15. Executive Session for personnel according to SDCL 1-25-2.1.

16. Action As A Result of Executive Session

17. Adjournment

SECTION	<b>B</b>	TITLE	<b>Board Governance and Operations</b>	FILE	<b>BDDH</b>
---------	----------	-------	--	------	-------------

**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 that is open to the public and a public hearing held by the school board.

- 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 hearing held by the school board, 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 hearing. This type of meeting allows for public participation under the rules designed specifically for that meeting and is not subject to this policy.

This Policy applies only to regularly scheduled school board meetings held in open session. Matters addressed in executive session pursuant to SDCL 1-25-2 are not open to the public.

Personnel matters or complaints that directly or indirectly identify an employee shall not be discussed. Complaints against school employees or students, and complaints related to sexual harassment or bullying, must be addressed according to specific school district policies before being addressed by the School Board.

When a complaint against a school employee or a student is brought to the Board during the public forum, the Board President will direct the person bringing the complaint to the applicable complaint procedure. The complaint procedures are designed to ensure the proper balance in protecting the rights of the person(s) bringing the complaint and the rights of the person against whom the complaint is made. The Board will address the complaint only if the matter has been appealed to the Board pursuant to the applicable complaint policy

Persons making references about a specific school employee or employees, or a specific student or students during the public forum should be mindful that based upon what the person says during the public forum the employee(s) or student(s) about whom the comments are made may have legal recourse against the person voicing the complaint.

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. Individuals attending virtually and desiring to speak during public forum, should email their request to the superintendent's office, including all identifying information, by noon the day of the meeting.
- 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
- 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.
- 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.d, provision 1.e, 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

### State Reference:

SDCL 1-25-1	Official meetings open to the public
SDCL 1-25-2	Executive or closed meetings
SDCL 13-32-6	Disturbance of school as a misdemeanor
SDCL 13-8-39	Management of schools by board
SDCL 22-18-35(3)	Disturbing any lawful assembly or meeting

### Policy Cross Reference:

BD	School Board Meetings
Bddb	Board Meeting Agendas and Format
BDDC	Agenda Preparation and Dissemination

**Adoption History**

Approved	9/8/1977		
First Reading of Revision	10/10/1985		
Approved - Revision	11/14/1985		
First Reading	11/17/2014		
Approved	12/8/2014		
First Reading-Rewrite	2/13/2017		
Approved	2/27/2017		
First Reading-Revision	2/28/2022		
Approved	3/14/2022		

**DOUGLAS SCHOOL BOARD  
REQUEST TO COMMENT  
SPEAKER SIGN IN**

DATE \_\_\_\_\_

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.

Please print legibly.

	<b>Name &amp; Address</b>	<b>Email &amp; Phone #</b>	<b>Topic / Item #</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			

SECTION	<b>B</b>	TITLE	<b>Board Governance and Operations</b>	FILE	<b>BDDH-E(2)</b>
---------	----------	-------	--	------	------------------

**Introduction to Public Forum**

*If the Board/Board President wishes to have the Board President make an introductory statement at the beginning of the Public Forum, the following may serve as a starting point which could be modified at the discretion of the Board/Board President and which is consistent with local Board policy.*

This is the time for the Public Forum.

Each individual wishing to address the Board is asked to sign the form on the table in the back of the room with their name, address, email and topic to be addressed being legible. Persons having signed in will be recognized and have an opportunity to speak.

Speakers will have five (5) minutes to present comments to the school board. An extension of time may be granted pursuant to Board policy. Should more than one person wish to address the school board on the same agenda item, or should the comments become repetitious, speaker time may be shortened.

The District has policies related to complaints involving bullying, sexual harassment, school employees or students. Those policies include procedures designed to balance the rights of the person(s) bringing the complaint and the rights of the person against whom the complaint is made. If a complaint about bullying, sexual harassment, school employees or students is brought to the Board during the public forum, the person will be informed as to the applicable complaint procedure.

\* Individuals attending virtually and desiring to speak during public forum, instructions are given on the meeting agenda when it is posted to email their request to the superintendent’s office, including all identifying information, by noon the day of the board meeting.

*Notes: All Board members should be aware that SDCL 22-18-35(3) says any person who intentionally causes serious public inconvenience, annoyance, or alarm to any other person, or creates a risk thereof by disturbing any lawful assembly or meeting of persons without lawful authority is a criminal offense (Class 2 Misdemeanor). This statute could be referenced in extreme situations if a speaker/group fails to respect the decorum expected during a formal governmental meeting*

Adopted: 3/14/2022

**FY22 - FY23 BUDGET COMPARISON  
ALL FUND EXPENDITURES**

EXPENDITURE	FISCAL 2021-2022	FISCAL 2022-2023	DIFFERENCE	
	APPROVED	PROPOSED		
	<b>GENERAL FUND -10</b>	<b>GENERAL FUND -10</b>		
INSTRUCTION	\$12,290,616	\$13,656,510		
SUPPORT SERVICES	\$7,956,658	\$8,461,888		
COMMUNITY SERVICES	\$7,500	\$7,500		
CO-CURRICULAR	\$1,242,146	\$1,309,511		
DEBT SERVICES	\$136,146	\$135,065		
CONTINGENCY/TRANSF	\$286,935	\$304,526		
<b>TOTAL</b>	<b>\$21,920,000</b>	<b>\$23,875,000</b>	<b>\$1,955,000</b>	<b>8.92%</b>
	<b>CAPITAL OUTLAY - 21</b>	<b>CAPITAL OUTLAY - 21</b>		
INSTRUCTION	\$4,137,470	\$1,259,775		
SUPPORT SERVICES	\$423,625	\$328,925		
COMMUNITY SERVICES	\$0	\$0		
CO-CURRICULAR	\$73,700	\$33,025		
CONTINGENCY/TRANSF	\$0	\$0		
<b>TOTAL</b>	<b>\$4,634,795</b>	<b>\$1,621,725</b>	<b>(\$3,013,070)</b>	<b>-65.01%</b>
	<b>SPECIAL ED. - 22</b>	<b>SPECIAL ED. - 22</b>		
INSTRUCTION	\$2,460,107	\$2,692,056		
SUPPORT SERVICES	\$1,583,428	\$1,794,530		
COMMUNITY SERVICES	\$32,951	\$33,457		
CO-CURRICULAR	\$0	\$0		
CONTINGENCY/TRANSF	\$78,514	\$79,957		
<b>TOTAL</b>	<b>\$4,155,000</b>	<b>\$4,600,000</b>	<b>\$445,000</b>	<b>10.71%</b>
	<b>IMPACT AID - 27</b>	<b>IMPACT AID - 27</b>		
INSTRUCTION	\$0	\$0		
SUPPORT SERVICES	\$0	\$0		
COMMUNITY SERVICES	\$0	\$0		
CO-CURRICULAR	\$0	\$0		
CONTINGENCY/TRANSF	\$7,797,150	\$5,199,850		
<b>TOTAL</b>	<b>\$7,797,150</b>	<b>\$5,199,850</b>	<b>(\$2,597,300)</b>	<b>-33.31%</b>
	<b>FOOD SERVICE - 51</b>	<b>FOOD SERVICE - 51</b>		
INSTRUCTION	\$0	\$0		
SUPPORT SERVICES	\$1,392,750	\$1,478,000		
COMMUNITY SERVICES	\$0	\$0		
CO-CURRICULAR	\$0	\$0		
CONTINGENCY/TRANSF	\$0	\$0		
<b>TOTAL</b>	<b>\$1,392,750</b>	<b>\$1,478,000</b>	<b>\$85,250</b>	<b>6.12%</b>
	<b>OTHER - 53</b>	<b>OTHER - 53</b>		
INSTRUCTION	\$0	\$0		
SUPPORT SERVICES	\$0	\$0		
COMMUNITY SERVICES	\$110,000	\$0		
CO-CURRICULAR	\$0	\$0		
CONTINGENCY/TRANSF	\$0	\$0		
<b>TOTAL</b>	<b>\$110,000</b>	<b>\$0</b>	<b>(\$110,000)</b>	<b>-100.00%</b>
<b>GRAND TOTAL</b>	<b>\$40,009,695</b>	<b>\$36,774,575</b>	<b>(\$3,235,120)</b>	<b>-8.09%</b>

**FY22 - FY23 BUDGET COMPARISON  
ALL FUND REVENUES**

	<b>FISCAL 2021-2022 <u>APPROVED</u></b>	<b>FISCAL 2022-2023 <u>PROPOSED</u></b>
<b>REVENUE</b>	<b>GENERAL FUND -10</b>	<b>GENERAL FUND -10</b>
LOCAL	\$3,146,750	\$3,224,050
COUNTY	\$150,000	\$175,000
STATE	\$14,160,000	\$15,275,000
FEDERAL	\$1,100	\$1,100
RESERVE/TRANSFER	\$4,462,150	\$5,199,850
<b>TOTAL</b>	<b><u>\$21,920,000</u></b>	<b><u>\$23,875,000</u></b>
<b>REVENUE</b>	<b>CAPITAL OUTLAY - 21</b>	<b>CAPITAL OUTLAY - 21</b>
LOCAL	\$1,409,795	\$1,621,725
COUNTY	\$0	\$0
STATE	\$0	\$0
FEDERAL	\$0	\$0
RESERVE/TRANSFER	\$3,225,000	\$0
<b>TOTAL</b>	<b><u>\$4,634,795</u></b>	<b><u>\$1,621,725</u></b>
<b>REVENUE</b>	<b>SPECIAL ED. - 22</b>	<b>SPECIAL ED. - 22</b>
LOCAL	\$1,169,500	\$1,297,000
COUNTY	\$0	\$0
STATE	\$1,750,000	\$1,750,000
FEDERAL	\$955,356	\$804,693
RESERVE/TRANSFER	\$280,144	\$748,307
<b>TOTAL</b>	<b><u>\$4,155,000</u></b>	<b><u>\$4,600,000</u></b>
<b>REVENUE</b>	<b>IMPACT AID - 27</b>	<b>IMPACT AID - 27</b>
LOCAL	\$0	\$0
COUNTY	\$0	\$0
STATE	\$0	\$0
FEDERAL	\$4,567,150	\$5,155,000
RESERVE/TRANSFER	\$3,230,000	\$44,850
<b>TOTAL</b>	<b><u>\$7,797,150</u></b>	<b><u>\$5,199,850</u></b>
<b>REVENUE</b>	<b>FOOD SERVICE - 51</b>	<b>FOOD SERVICE - 51</b>
LOCAL	\$9,000	\$479,900
COUNTY	\$0	\$0
STATE	\$6,500	\$6,500
FEDERAL	\$1,131,000	\$764,800
RESERVE/TRANSFER	\$246,250	\$226,800
<b>TOTAL</b>	<b><u>\$1,392,750</u></b>	<b><u>\$1,478,000</u></b>
<b>REVENUE</b>	<b>OTHER - 53</b>	<b>OTHER - 53</b>
LOCAL	\$0	\$0
COUNTY	\$0	\$0
STATE	\$0	\$0
FEDERAL	\$0	\$0
RESERVE/TRANSFER	\$110,000	\$0
<b>TOTAL</b>	<b><u>\$110,000</u></b>	<b><u>\$0</u></b>
<b>GRAND TOTAL</b>	<b><u>\$40,009,695</u></b>	<b><u>\$36,774,575</u></b>

MINUTES  
DOUGLAS SCHOOL DISTRICT  
BOARD OF EDUCATION MEETING

Monday, June 20, 2022

The Douglas School District No. 51-1 Board of Education held a special meeting on Monday, June 20, 2022 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: Absent, 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 5:01 pm

There was nothing for public forum.

Motion to approve agenda. This motion, made by Tanya Gray and seconded by Chris Misselt, Carried.

Board members participated in a training session on the characteristics of high-performing teams directed by Ellynor Martinez from Adaptive Schools.

Motion to adjourn at 7:06 p.m. This motion, made by Amy McGovern and seconded by Tanya Gray, Carried.

---

Cathleen Melendez, President

---

Trista Olney, Business Manager

\_\_\_\_\_ Initials

\_\_\_\_\_ Date

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

MINUTES  
DOUGLAS SCHOOL DISTRICT  
BOARD OF EDUCATION MEETING

Monday, June 27, 2022

The Douglas School District No. 51-1 Board of Education held a regular meeting on Monday, June 27, 2022 at 5:00 PM in the library conference room at Vandenberg Elementary School, Box Elder, South Dakota. First Vice-President Tanya Gray presided. Those present were:

Ben Frerichs: Present, Tanya Gray: Present, Amy McGovern: Present, Cathy Melendez: Present (via teleconference), Chris Misselt: Present.

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

First Vice-President Gray called the meeting to order at 5:00 p.m.

First Vice-President Gray welcomed and introduced Col. Patrice Holmes as the new Associate Board Member. She also announced that President Cathy Melendez was present via phone conference; and Superintendent Kevin Case is attending the Summer MISA Conference and unable to be present.

There was nothing for public forum.

Motion to approve the agenda. This motion, made by Chris Misselt and seconded by Amy McGovern, Carried.

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

Approved Regular Meeting Minutes for June 13, 2022.

Approved Personnel Action for June 27, 2022. (Attachment)

Approved May 2022 Financial Reports. (Attachment)

Approved Accounts Payable Report. (Attachment)

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

**Elementary and Secondary Curriculum and Instruction Items:**

Executive Director of Elementary Curriculum, Ann Pettit gave a presentation on the growth and improvement in K-5 reading scores. Since 2018, the District has used Acadiance Reading as a screening and progress monitoring assessment tool. After initial results, changes were made to how literacy is taught, including new curriculum, creating professional learning communities,

utilizing Instructional Leaders and implementing Multi-Tiered System of Supports (MTSS) through a State grant. The results show dramatic growth from 2018, when only 11% of students were at benchmark to currently, there are 68% of students at benchmark or above. The results show the power of what we are doing and how hard teachers are working to raise student achievement. Beginning in the 2022-23 school year, teachers will begin using LETRS, an intensive science of reading program that empowers teachers in their literacy knowledge and professional practice. It's exciting to see the results as teachers work together as teams.

Executive Director of Secondary Curriculum, Kit Veit reported briefly on last week's Adaptive Schools Training. Approximately 65 staff members attended the four-day session, learning the different elements and participating in different strategies that are characteristic of high-performing collaborative groups. The next session is scheduled for the week of July 25.

### **Fiscal Resources Items:**

Business Manager Trista Olney reported the Office of Local Defense Community Cooperation grant has been filed for \$2.6 million to aid in facilities planning expenses. They should hear within 2-4 weeks if it is approved or not.

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

Motion to approve Items #11A-C as one motion. Exceptions to the one motion may be necessary if a board member wishes to discuss or review any item in more detail. This motion, made by Chris Misselt and seconded by Ben Frerichs, Carried.

Approved Second Readings:

Reviewed Board Policy KBAA - Public Records

Revised Board Policy Regulation KBAA-R - Public Records Regulation

Revised Board Policy Exhibit KBAA-E - Application for Access to Public Records

### **Reports:**

Committee Reports from Board Members and Comments from Associate Board Members

Board members welcomed Col. Holmes and were appreciative of the Acadience Data Report on K-5 Reading.

Col. Holmes is grateful for the opportunity to serve on the school board and represent Ellsworth Air Force Base--"this is the other half of serving our airmen."

Cathy Melendez reported that the Box Elder Chamber of Commerce has planned community summer activities each Tuesday night.

Motion to move into executive session at 5:52 p.m. to discuss personnel matter per SDCL 1-25-2.1. This motion, made by Chris Misselt and seconded by Amy McGovern, Carried.

First Vice-President Tanya Gray called the Board out of executive session at 6:15 p.m.

Motion to approve Superintendent's salary as presented for 2022-23 school year. This motion, made by Chris Misselt and seconded by Ben Frerichs, Carried.

Motion to adjourn the meeting at 6:15 p.m. 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 \_\_\_\_\_.

**DOUGLAS SCHOOL DISTRICT**  
**PERSONNEL ACTION 6/27/2022**

**Certified AOS Payments**

Name	Amount
Lisa Bauer	\$850.00
Shannon Bonner	\$150.00
Donna Curry	\$1,050.00
Eric Elder	\$750.00
Amy Erlandson	\$150.00
Jesse Hamer	\$300.00
Richard Hamil	\$550.00
Melissa Hubbell	\$800.00
Elke Kuegle	\$150.00
Lorie Meade	\$50.00
Tamara Merrill	\$100.00
Rebecca Nelson	\$1,350.00
Sandra Nelson	\$100.00
Tori Nielsen	\$1,100.00
Megan O'Daniel	\$1,750.00
Chandra Canaan	\$400.00
Lindsay Scott	\$50.00
Sarah Sever	\$100.00
Theresa Steffy	\$100.00
Acaci Trevillyan	\$450.00
Tonia Vahlberg	\$400.00
William Velez	\$150.00
Shae Weber	\$1,350.00

**Classified Resignations/Retirements/Terminations**

Name	Position	Location	Effective Date
Toni Dominguez	Lunchroom Supervisor	PAT ELEM (BC)	05/06/2022
Sarah Ludes	Library Aide	MS	06/13/2022
Jackie Schwartz	Attendance Secretary	HS	07/15/2022
** Kurshawn Sorensen	Personnel Manager	CO	06/30/2022

**Certified Staff Hiring**

Name	Position	Location	Effective Date
** Holly Howie	HS/Family and Consumer Science	M/5, 185 days/yr, 7.50 hrs/day, \$57025.00 per yr	2022/2023 School Year
Grant Lolley	HS/Social Studies Teacher	B/7, 185 days/yr, 7.50 hrs/day, \$53525.00 per yr	2022/2023 School Year

<b>Classified Staff Hiring</b>				
	<b>Name</b>	<b>Bldg/Position</b>	<b>Salary</b>	<b>Effective Date</b>
	Mariana Garcia	PAT ELEM (FC) /Lunchroom Supervisor	B/1, 14 days/yr, 4.25 hrs/day, \$12.70 per hr	05/10/2022
	Jazmine Hernandez	CARR/Special Education Aide - One Year Only	E/1, 183 days/yr, 7 hrs/day, \$15.00 per hr	2022/2023 School Year
<b>Temporary Hires</b>				
	<b>Name</b>	<b>Bldg/Position</b>	<b>Salary</b>	<b>Effective Date</b>
	Nathan Batteen	MS/Dean of Students - Additional Stipend for Administration duties	\$4947.15 per yr	06/09/2022
	Nathan Batteen	MS/Dean of Students - Additional Stipend for Administration duties	\$360.03 per day up to 5 days	2022/2023 School Year
	Christina Campbell	Summer School Bus Driver	\$21.53 per hr	06/06/2022-06/30/2022
**	Brook Clark	MS/7th Grade Head Volleyball Coach - One Year Only	\$3090.00 per yr	2022/2023 School Year
**	Dale Daugherty	HS/Assistant Football Coach	\$4143.00 per yr	2022/2023 School Year
**	Eric Elder	MS/Assistant Cross Country Coach - One Year Only	\$2231.00 per yr	2022/2023 School Year
**	Tom Hancock	MS/Yearbook Advisor - One Year Only	\$1545.00 per yr	2022/2023 School Year
	Beverly Gabriel	Summer School Bus Driver	\$20.58 per hr	06/06/2022-06/30/2022
	Robert Hughes	Summer School Bus Driver	\$21.53 per hr	06/06/2022-06/30/2022
	Tammi Koch	Summer School Bus Driver	\$23.89 per hr	06/06/2022-06/30/2022
	Shannon Maxon	HS/Credit Recovery Summer School	\$30.30 per hr/Not to exceed 71 hrs	05/26/2022
**	Kevin Militello	MS/Robotics Advisor	\$1569.00 per yr	2022/2023 School Year
**	Travis Miller	MS/Head Cross Country Coach - One Year Only	\$3426.00 per yr	2022/2023 School Year
**	Tammy Nelson	Summer School Bus Driver	\$22.68 per hr	06/06/2022-06/30/2022
**	Tori Nielsen	MS/7th Grade Assistant Volleyball Coach - One Year Only	\$2197.00 per yr	2022/2023 School Year
**	Rachel Quimby	MS/8th Grade Head Volleyball Coach - One Year Only	\$3426.00 per yr	2022/2023 School Year
**	Bob Reynolds	MS/Track Announcer	\$15.00 per hr	04/21/2022
	Laura Savage	Summer School Bus Driver	\$19.82 per hr	06/06/2022-06/30/2022

**	Randy Thibeau	HS/Assistant Football Coach - One Year Only	\$4020.00 per yr	2022/2023 School Year
	Patty Tracey	Summer School Bus Driver	\$23.89 per hr	06/06/2022-06/30/2022
	Shelly Walker	Summer School Bus Driver	\$21.53 per hr	06/06/2022-06/30/2022
**	Shae Weber	MS/8th Grade Assistant Volleyball Coach - One Year Only	\$2197.00 per yr	2022/2023 School Year
**	Colin Weinzirl	MS/8th Grade Head Football Coach - One Year Only	\$3090.00 per yr	2022/2023 School Year
**	Personnel Action additions and updates made after intial publication and before scheduled school board meeting.			

<b>May 1, 2022 FINANCIAL</b>	<b>GENERAL FUND</b>	<b>CAPITAL OUTLAY</b>	<b>SPECIAL EDUCATION</b>
BALANCE 04/ 30/ 22	(\$866,422.60)	\$370,568.39	\$1,735,096.81
RECEIPTS:			
TAXES	\$1,071,907.55	\$712,406.12	\$455,957.53
TUITION			
INTEREST	\$112.12		
ADMISSIONS			
LOCAL	\$1,681.92	\$601.49	
COUNTY	\$18,654.47		
STATE	\$1,154,124.00		\$119,122.00
FEDERAL	\$433.45		\$43,396.00
OTHER	\$2,221.85		
INTERFUND TRAN.	\$987.89		
LOANS			
TOTAL RECEIPTS:	\$2,250,123.25	\$713,007.61	\$618,475.53
DISBURSEMENTS:			
VERIFIED CLAIMS	\$127,169.22	\$817,114.45	\$2,796.43
SALARIES	\$1,518,491.83	\$0.00	\$284,761.00
TRANSFERS OUT			
<b>BALANCE 05/31/22</b>	<b>(\$261,960.40)</b>	<b>\$266,461.55</b>	<b>\$2,066,014.91</b>
BALANCE 05/ 31/ 21	156,334.29	3,862,354.79	2,454,932.60

<b>May 1, 2022 FINANCIAL</b>	<b>FEDERAL PROJECTS</b>	<b>UNEMPLOY- MENT FUND</b>
BALANCE 04/ 30/ 22	(\$1,063,197.89)	\$50,823.66
RECEIPTS:		
TAXES		
INTEREST		
LOCAL		
STATE		
FEDERAL		
PREMIUMS		
REIMBURSEMENTS	\$95,415.18	
OTHER (LOCAL) -AFROTC		
INTERFUND TRAN.		
OTHER (LOCAL) -LIBRARY		
TRANSFER IN		
TOTAL RECEIPTS:	\$95,415.18	\$0.00
DISBURSEMENTS:		
VERIFIED CLAIMS	\$60,547.75	\$0.00
SALARIES	\$91,802.43	\$0.00
TRANSFERS OUT		
EXPENDITURES		
<b>BALANCE 05/31/22</b>	<b>(\$1,120,132.89)</b>	<b>\$50,823.66</b>
BALANCE 05/ 31/ 21	(288,391.31)	55,338.70

<b>May 1, 2022 FINANCIAL</b>	<b>DEP CARE</b>	<b>ENTERPRISE</b>	<b>IMPACT AID</b>
BALANCE 04/ 30/ 22	\$436.80	\$4,714.21	\$23,349,102.54
RECEIPTS:			
INTEREST			\$987.89
TUITION			
STATE			
FEDERAL			\$0.00
LOCAL	\$291.68		
OTHER			
INTERFUND TRAN.			
LOANS			
PREMIUMS			
TOTAL RECEIPTS:	\$291.68	\$0.00	\$987.89
DISBURSEMENTS:			
VERIFIED CLAIMS	\$0.00	\$0.00	\$0.00
SALARIES	\$0.00	\$0.00	\$0.00
EXPENDITURES/ TRANSFERS OUT			\$987.89
<b>BALANCE 05/31/22</b>	<b>\$728.48</b>	<b>\$4,714.21</b>	<b>\$23,349,102.54</b>
BALANCE 05/ 31/ 21	374.93	(45,324.75)	21,727,868.65

<b>May 1, 2022 FINANCIAL</b>	<b>FOOD SERVICE</b>	<b>FIDUCIARY FUNDS</b>	<b>MEDICAL REIMB-125</b>
BALANCE 04/ 30/ 22	\$430,162.89	\$207,437.37	\$1,644.09
RECEIPTS:			
INTEREST			
SALES	\$8,619.57		
STATE			
FEDERAL	\$142,599.46		
LOCAL	\$266.71	\$39,213.50	\$1,986.24
OTHER			
INTERFUND TRAN.			
LOANS			
TOTAL RECEIPTS:	\$151,485.74	\$39,213.50	\$1,986.24
DISBURSEMENTS:			
VERIFIED CLAIMS	\$122,140.89	\$23,350.27	\$874.57
SALARIES	\$19,520.25	\$0.00	\$0.00
<b>BALANCE 05/31/22</b>	<b>\$439,987.49</b>	<b>\$223,300.60</b>	<b>\$2,755.76</b>
BALANCE 05/ 31/ 21	174,430.74	214,039.85	3,159.56

## Board Report - For School Board 06/30/2022

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
AMERICAN SCHOOL COUNSELOR ASSOCIATION	180902		1,897.00
AMERICINN-SIOUX FALLS	180903		8,640.00
ASCD	180904		59.00
BEST WESTERN PLUS-LAKEVIEW-MADISON	180905		154.00
BLACK HILLS ENERGY- AUTO PAY	60		31,220.50
BLACK HILLS POWERSPORTS. INC	180906		117.70
BOX ELDER HARDWARE	180907		413.50
CARQUEST AUTO PARTS	180908		332.46
CASH - CO	180909		366.00
CITY OF BOX ELDER/PUBLIC WORKS DEPT	180910		4,975.18
DAKOTA SUPPLY GROUP. INC.	180911		69.14
HILLYARD INC	180912		265.48
INTEGRATED TECHNOLOGY & SECURITY	180913		405.00
LYNN JACKSON SHULTZ & LEBRUN PC INC	180914		1,390.00
MENARDS	180915		142.01
MIDCONTINENT COMMUNICATIONS- AUTO PAY	58		1,496.76
MIDWEST BUS PARTS. INC.	180916		865.56
MONTANA DAKOTA UTILITIES COMPANY. INC.	180917		3,261.06
NATIONAL SPEECH & DEBATE ASSOCIATION	180918		100.00
OLNEY. TRISTA	180919		286.58
PACIFIC STEEL & RECYCLING	180920		223.40
POMP'S TIRE	180921		195.00
RAPID CITY JOURNAL	180922		287.31
RDO EQUIPMENT	180923		306.56
RIVERSIDE TECHNOLOGIES INC	180924		4,731.00
SANFORD HEALTH OCCMED	180925		245.00
SDRS SPECIAL PAY PLAN	180898		334,867.96
SOFTWARE UNLIMITED INC	180926		798.00
TRU BY HILTON	180927		519.84
UNITY SCHOOL BUS PARTS. INC.	180928		303.42
VANWAY TROPHY & AWARD. INC.	180929		25.90
WEST RIVER ELECTRIC-AUTOPAY	59		1,310.03
GENERAL FUND			<hr/> 400,270.35
WOOD STOCK SUPPLY. INC.	180930		4,625.49
CAPITAL OUTLAY			<hr/> 4,625.49

Board Report - For School Board 06/30/2022

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
CASH - CO	180909		20.00
SPECIAL ED			<hr/> 20.00
A&J SCREENING	180901		2,090.00
CASH - CO	180909		48.00
GRANTS			<hr/> 2,138.00
			<hr/> 407,053.84
CASH-WA DISTRIBUTING COMPANY. INC.	11810		1,694.41
GENERAL FUND	11815		35,248.90
MACIEJCZAK. REBECCA	11811		26.60
PRAIRIE FARMS	11812		1,134.37
REINHART FOOD SERVICE LLC	11813		1,152.75
SDRS SPECIAL PAY PLAN	11807		2,892.11
SHEETS. MARK	11814		64.25
FOOD SERVICE			<hr/> 42,213.39
			<hr/> 42,213.39
Grand Total:			<hr/> 449,267.23

**DOUGLAS SCHOOL DISTRICT  
PERSONNEL ACTION 7/11/2022**

**Certified Resignations/Retirements/Terminations**

	Name	Position	Location	Effective Date
**	Kendra Barrett	Choir/Music Teacher	Middle School	2022-2023 School Year " Assessed \$2,000 penalty as per terms of her contract"

**Certified Teaching Contract Amendments**

	Name	Bldg/Position	Lane Change	Effective Date
	Lisa Bauer	PAT ELEM (FC)/SLP	M to M+45	2022/2023 School Year
	Eric Elder	MS/Social Studies Teacher	M+30 to M+45	2022/2023 School Year
	Jesse Hamer	HS/English Teacher	M to M+30	2022/2023 School Year
	Richard Hamil	VES/MS/Band Teacher	M+30 to M+45	2022/2023 School Year
	Melissa Hubbell	MS/Librarian	M to M+30	2022/2023 School Year
	Rebecca Nelson	VES/Computer Teacher	B to M	2022/2023 School Year
	Megan O'Daniel	PAT ELEM (BC) /Instructional Leader	M+30 to M+45	2022/2023 School Year
	Brittany Pearson	MS/Math Teacher	B to M	2022/2023 School Year
	Monica Waltman	CARR/Special Services Director	M+45 to M+60/Specialist	2022/2023 School Year
	Tonia Vahlberg	HS/Special Education Teacher	M to M+30	2022/2023 School Year
	Shae Weber	MS/Social Studies Teacher	M to M+45	2022/2023 School Year

**Temporary Hires**

	Name	Bldg/Position	Salary	Effective Date
	Tara Albers	PAT ELEM (FC)/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022
	Laura Armstrong	MS/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022
	Judith Badura	PAT ELEM (FC)/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022
	Nathan Batten	MS/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022
	Bridget Bolinger	VES/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022

Jenna Burach	VES/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Tony Burns	HS/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Andrea Byrd	CARR/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
David Carrol	PAT ELEM (BC)/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Kevin Case	CO/June Adaptive Schools Training	\$100 Completion Bonus	06/20/2022-06/24/2022	
Jeannie Clark	PAT ELEM(FC)/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Courtney Crosswait	MS/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Kim Darata	HS/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Lyndsay Deyo	PAT ELEM (BC)/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Kathleen Doerr	HS/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Kelsey Duncan	PAT ELEM (BC)/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Sydney Frank	CARR/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00"	06/20/2022-06/24/2022	

Rosevel Geopano	VES/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Holly Good	VES/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Richard Hamil	MS/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/22-06/24/2022	
Tammy Hencke	PAT ELEM (BC)/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Casey Hoover	HS/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Hillary Jastorff	CARR/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Lucas Jastorff	PAT ELEM (FC)/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Lori Kindle	PAT ELEM (BC)/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Janifer Kirk	Summer Secreterial	\$15.05 per hour up to 2 hours per week	06/13/2022-06/30/2022	
Janifer Kirk	Summer Secreterial	\$16.50 per hour up to 2 hours per week	07/01/2022-07/29/2022	
Janifer Kirk	Summer Custodian	\$13.00 per hour	7/7/2022	
Traci Knight	Summer Feeding Program	Wage Change to \$15.75 per hour	06/03/2022	
Megan Knutson	PAT ELEM (BC)/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/22-06/24/2022	
Aaron Kowalski	MS/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	

Jaelyn Lardy	HS/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Brandi Marler	VES/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Briana Marty	PAT ELEM (BC)/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/22-06/24/2022	
Kevin Militelo	MS/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Connie Mogensen	HS/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Rosalie Moore	MS/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Michelle Moser	PAT ELEM(FC)/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Sandra Nelson	PAT ELEM(FC)/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Andrew Napier	HS/Boys Head Soccer Coach	\$5,589.00 per year	07/01/2022	
Sherry Nelson	VES/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Trista Olney	CO/June Adaptive Schools Training	\$100.00 Completion Bonus	06/20/2022-06/24/2022	
Melissa Owen	CARR/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Juliana Parker	MS/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/22-06/24/2022	
Ann Pettit	CO/June Adaptive Schools Training	\$100.00 Completion Bonus	06/20/2022-06/24/2022	

Shelby Reamer	VES/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Shanna Sandal	VES/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00"	06/20/2022-06/24/2022	
Loretta Schmidt	HS/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Lindsey Scott	VES/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Tasa Sotelo	PAT ELEM (BC)/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Angela Stanford	MS/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Theresa Steffy	PAT ELEM (FC)/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Kaitlin Summers	PAT ELEM (bC)/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Tiffany Thomas	PAT ELEM (FC)/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Shannon Utter	PAT ELEM (FC)/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Tonia Vahlberg	HS/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
Kit Veit	CO/June Adaptive Schools Training	\$100.00 Completion Bonus	06/20/2022-06/24/2022	

	William Velez	MS/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
	Troy Volesky	PAT ELEM (BC)/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
	Jessie Walton	PAT ELEM (BC)/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
	Kerry Waterson	PAT ELEM (FC)/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
	Marlee Wieman	PAT ELEM (FC)/June Adaptive Schools Training	\$100.00 per day for 4 Days \$100.00 Completion Bonus Total \$500.00	06/20/2022-06/24/2022	
**	Personnel Action additions and updates made after intial publication and before scheduled school board meeting.				

**Board Report - For School Board 07/15/2022**

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
A TO Z SHREDDING	180937	X	294.15
AMAZON.COM	180938	X	78.00
ASBSD	180951		4,177.59
CARQUEST AUTO PARTS	180940	X	294.44
DOUGLAS PETTY CASH	180953		3,610.00
FIDUCIARY ACCOUNT	180955		910.00
FLOYD'S TRUCK CENTER	180941	X	6,928.65
HARVEYS LOCK SHOP. INC.	180942	X	22.90
KIEFFER SANITATION. INC.-AUTO PAY	62022		1,912.84
KILOWATT ELECTRIC INC.	180943	X	2,127.33
MENARDS	180944	X	104.97
NAVIGATE 360. LLC	180956		250.00
NORTH CENTRAL BUS & EQUIPMENT CO. INC	180945	X	984.59
OLSON TOWING	180946	X	329.25
PRAIRIE AUTO PARTS INC	180947	X	434.71
SASD	180959		2,558.00
SDSNA	180960		140.00
SHERWIN WILLIAMS	180948	X	42.43
SOFTWARE UNLIMITED INC	180961		8,100.00
TIE	180962		2,650.00
TRAVEL LODGE BY WYNDHAM	180949	X	358.00
VOYAGER FLEET SYSTEMS. INC.	180950	X	1,622.22
WEST RIVER ELECTRIC-AUTOPAY	71322		1,266.37
<b>GENERAL FUND</b>			<hr/> 39,196.44
BOX ELDER HARDWARE	180939	X	74.89
NORTH CENTRAL BUS & EQUIPMENT CO. INC	180957		205,870.00
RIVERSIDE TECHNOLOGIES INC	180958		232,010.00
<b>CAPITAL OUTLAY</b>			<hr/> 437,954.89
COUNCIL FOR EXCEPTIONAL CHILDREN	180952		305.00
EDUCATIONAL ADVANTAGES. INC.	180954		5,100.00
FIDUCIARY ACCOUNT	180955		272.00
SASD	180959		777.50
TRAVEL LODGE BY WYNDHAM	180949	X	179.00
<b>SPECIAL ED</b>			<hr/> 6,633.50
AMAZON.COM	180938	X	79.98
FIDUCIARY ACCOUNT	180955		178.00

**Board Report - For School Board 07/15/2022**

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
NAVIGATE 360. LLC	180956		2,317.50
<b>GRANTS</b>			<hr/> 2,575.48
			<hr/> 486,360.31
DOUGLAS PETTY CASH	11818		495.00
GENERAL FUND	11817	X	173.50
<b>FOOD SERVICE</b>			<hr/> 668.50
			<hr/> 668.50
Grand Total:			<hr/> 487,028.81

**PAYROLL EXPENDITURES**

**JUNE 7 2022**

**JUNE 21 2022**

**TOTALS**

**\$1,071,581.33**

**\$1,199,665.01**

2022-23 OVERNIGHT / OUT-OF-STATE TRIP REQUESTS

<b>Date</b>	<b>Trip ID</b>	<b>Activity</b>	<b>Destination</b>	<b>Board Approval Date</b>
8/12-13/2022	1720	Soccer	Pierre/ Aberdeen	
8/26-27/2022	1726	Soccer	Yankton / SF O'Gorman	
8/26-27/2022	1728	Volleyball	Huron	
9/2-3/2022	1733	Cross Country	Sioux Falls	
9/16-17/2022	1751	Cross Country	Huron	
10/1-4/2022	1769	Golf	Mitchell	
10/21-22/2022	1782	Cheer/Dance	Watertown	
10/21-22/2022	1783	Cross Country	Huron	
12/16-17/2022	1797	Basketball	Watertown	
1/20-21/2023	1809	Wrestling	Chamberlain	
1/26/2023	1812	Wrestling	Chadron	
2/1-4/2023	1816	Drama	Sioux Falls O'Gorman	
2/3-4/2023	1817	Wrestling	Yankton	
2/3-4/2023	1819	Basketball	Brookings	
5/4-6/2023	1849	Track	Sioux Falls	
5/24-27/2023	1855	Track	Sioux Falls	
6/3-6/2023	1857	Golf	Yankton	

ASSOCIATE BOARD OF EDUCATION MEMBER APPOINTMENTS

The Douglas School District 51-1 School Board authorizes the establishment of two associate school board memberships to be filled by Ellsworth Air Force Base personnel who will meet with regular board members who are duly elected by voters of the district.

The purpose of the associate board of education membership is: (1) to provide Ellsworth Air Force Base representatives an opportunity to better understand the operation of the Douglas School District and (2) to express opinions as reflected in the military community.

While South Dakota law does not permit members of the associate board to vote, their opinions will be given the same attention as the opinions of regular board members. Associate board members will not attend any closed sessions of the school board unless requested to do so.

Associate board members are appointed by the Base Commander and confirmed by the regular board at the next board meeting following notification of the appointments.

One officer and one senior non-commissioned officer should be appointed to represent the military community. In addition, an alternate associate member will be appointed to fill in as needed.

References	Adoption History	
Previous Policy No. 101		06/01/68
First Reading - Revisions		04/25/89
Approved - Revisions		05/08/89
First Reading - Revisions		06/26/00
First Reading - Revisions		04/14/03
Approved - Revisions		04/28/03
First Reading - Revisions		01/28/08
Approved - Revisions		02/11/08

**2022-23**



***AGREEMENT BETWEEN***  
***DOUGLAS SCHOOL DISTRICT 51-1***  
***and***  
***DOUGLAS EDUCATION ASSOCIATION***

## **Discrimination Prohibited**

### Equal Opportunity Employment

It is the policy of the Douglas School District 51-1 that no employee shall be discriminated against on the basis of race, color, creed, religion, age, sex, gender, pregnancy, gender identity, sexual orientation, disability, national origin, ancestry or veteran status in any program, service or activity for which the Douglas School District is responsible as required by Title IX, Public Law 93-112, Section 504, and other state and federal laws. Every available opportunity will be taken to assure that each applicant for a position is selected on the basis of qualifications, merit and ability.

### Title IX Policy Notification Statement

The Douglas School District does not discriminate in its employment policies and practices, or in delivery of its educational programs or services on the basis of race, color, creed, religion, age, sex, gender, pregnancy, gender identity, sexual orientation, disability, national origin, ancestry or veteran status.

Concerns regarding Title IX of the Education Amendments of 1972 should be directed to Mr. Bud Gusso, Executive Director of Operations & Support Services, Douglas School District 51-1, 400 Patriot Drive, Box Elder, SD 57719 (605) 923-0000.

Inquiries concerning the applications of Title VI Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1973, as amended, may be referred to Ms. Monica Waltman, Director of Special Education Services, Douglas School District 51-1, 421 Don Williams Drive, Box Elder, SD 57719 (605) 923-0013.

For additional information contact Office for Civil Rights, U.S. Department of Education, Office for Civil Rights, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106. Phone: (816) 268-0550; TDD: (800) 877-8339; Fax: (816) 268-0599. E-mail [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov)

# TABLE OF CONTENTS

ASSIGNMENT AND TRANSFER	13
ASSOCIATION RIGHTS	5
COMPLAINTS/REQUEST FOR REVIEW	11
CONTRACT RENEWAL AND CONTINUING CONTRACTS	12
DISMISSAL AND SUSPENSION	15
DISTRICT RIGHTS	5
EDUCATION COUNCIL	6
EFFECTIVE DATE; DURATION OF AGREEMENT; AND NEGOTIATION PROCEDURES	44
EXTRA-DUTY AND OTHER ALLOWANCES (Appendix B)	46
GRIEVANCE PROCEDURE	7
INDIVIDUAL TEACHER'S CONTRACTS	12
INSURANCE PROGRAM	34
LEAVES OF ABSENCE	22
A. Extended Leave of Absence	22
B. Short Leave Without Pay	23
C. Professional Leave	23
D. Association Leave	24
E. Sick Leave	25
F. Family and Medical Leave	26
G. Worker's Compensation	26
H. Additional Use of Sick Leave (Court Appearance)	26
I. Personal Leave	27
J. Court Witness and Jury Duty Leave.	28
K. Military Leave	28
L. Parental Leave	29
M. Sabbatical Leave	31
LENGTH OF SCHOOL TERM	17
MATTERS NOT COVERED	43
MEDICAL EXAMINATION	11
MILEAGE	40
MISCELLANEOUS PROVISIONS	43
PROFESSIONAL DUES AND PAYROLL DEDUCTIONS	41
RECOGNITION	4
REDUCTION IN PROFESSIONAL STAFF WORKFORCE	15
SALARY AND TEACHER CLASSIFICATION	37
A. Salary Schedule - General Provisions	37
B. Experience Increments	38
C. Master's Degree Requirements	38
D. Masters Plus Thirty / Master's Plus Forty-Five Requirements	38
F. Areas of Specialization Pay (PROFESSIONAL GROWTH PLANS)	39
G. Payment of Salary	40
H. Extra- Duty Contract Payments	40
2022-23 APPROVED SALARY SCHEDULE (Appendix A)	45

SEPARATION PROGRAM 35  
SICK LEAVE BANK 32  
STUDENT DISCIPLINE AND TEACHER PROTECTION 42  
TEACHING DAY 17  
TEACHER EVALUATION 19

## **NEGOTIATIONS AGREEMENT**

This Agreement made and entered into at Box Elder, South Dakota, pursuant to the provisions of SDCL 3-18-8, by and between the Douglas School District 51-1, hereinafter called District, and Douglas Education Association, hereinafter referred to as Association.

WITNESSETH:

WHEREAS, both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between the District and the employees covered by this Agreement and to enter into a complete Agreement covering wages, rates of pay, hours of employment or other conditions of employment, and,

WHEREAS, the parties recognize that all the provisions of this Agreement must meet the requirements and procedures required by law and the provisions of the statutes of the State of South Dakota, and,

WHEREAS, the parties do hereby acknowledge that this Agreement is the result of the unlimited right and opportunity afforded each of the parties to make any and all demands and proposals with respect to the wages, rates of pay, hours of employment or other conditions of employment with respect to the unit of employees covered hereby,

NOW, THEREFORE, in consideration of the execution of this Agreement and the covenants and Agreements mutually expressed herein and arrived at by the parties hereto, it is hereby agreed as follows:

### **ARTICLE I**

#### **RECOGNITION**

Pursuant to the provisions of SDCL 3-18, the Douglas School District 51-1 recognizes the Douglas Education Association as the exclusive formal representative for purposes of negotiations under SDCL 3-18 for all certified teachers who are regularly employed by the Board of Education, excluding those persons designated as administrative personnel. Notwithstanding this recognition, the parties hereto understand and agree that any individual teacher, or group of teachers, shall have the right at any time to present grievances to the District and to have such grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement, and provided the Association has been given the opportunity to be present at such adjustment. Where used herein, the terms "teacher" or "employee" shall mean those individuals identified above unless otherwise indicated.

## ARTICLE II

### DISTRICT RIGHTS

- A. In recognizing the Association as the exclusive formal representative as hereinbefore provided, the Board of Education retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities imposed upon and vested in it by the laws and the Constitution of the State of South Dakota and of the United States, including, but without limiting the generality of the foregoing, the rights and responsibilities set forth in SDCL 13-8-1, 13-8-39 and 13-10-2.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by such expressions of limitation relating to the unit as are contained in this Agreement and then only to the extent such expressed limitations are in conformance with the Constitution and the laws of the State of South Dakota and the Constitution and laws of the United States.

## ARTICLE III

### ASSOCIATION RIGHTS

- A. The Association shall be furnished on request regularly and routinely prepared information concerning the financial condition of the School District, including the annual financial statement and adopted budget. Nothing herein contained, however, shall require the Central Administrative Staff to research and assemble information requested by the Association.
- B. When the agenda of an official meeting of the Board of Education has been prepared and finalized, a copy of such agenda shall be given to the Association. Within a reasonable time after official meetings of the Board of Education, the Board shall provide the Association with a copy of the minutes of such Board meetings.
- C. Any authorized representative of the Association and its affiliates shall be free to visit the various places of employment of all of the employees covered by this Agreement at reasonable hours and for reasonable periods of time for the purpose of carrying on his/her duties relating to the administration of this Agreement, provided that:
  - 1. He/she shall first notify the building principal or other appropriate supervisor of such building who will provide a meeting place for meetings with teachers;

2. There shall be no interference with the conduct of the operations in such buildings; and
3. No teacher shall be consulted when such teacher has direct classroom or other supervisory responsibilities.

Neither the Association, its members nor its representatives shall visit such places of employment for the purpose of collecting Association dues or conducting Association business unrelated to the administration of this Agreement during working hours.

- D. Representatives of the Association will be permitted to hold meetings in school buildings at times outside the school day, provided (1) such requests for meetings do not conflict with previously scheduled staff meetings, and (2) such requests have been submitted on the proper building use form and have been approved by the building principal.
- E. The Board shall provide a bulletin board in the faculty lounge of each school building, which may be used by the Association for displaying Association notices and circulars.

## ARTICLE IV

### EDUCATION COUNCIL

- A. An Education Council shall be composed of ~~six (6)~~ teachers who shall be appointed annually by the Association: **two (2) teachers from each of the elementary administrative units/schools, the middle school, and the senior high school**, ~~one of whom shall be from each of the elementary administrative units (4), the middle school (1) and the senior high (1)~~, the superintendent of schools or designee, and five (5) persons designated by him/her annually.
- B. Unless the members of the Council otherwise agree, the Council shall meet at least once per month during the school year to discuss items not covered in the Negotiated Agreement. The first meeting shall be **held in September. Meeting dates and protocol for the remainder of the year will be set at that time.** ~~during the August Inservice days in order to set protocol and future meeting dates.~~
- C. The clerical expenses of the Council and its subcommittees shall be paid by the Board of Education.
- D. Association representatives on the Council shall be released from school duties for monthly meetings of the Council without loss of salary whenever it is jointly decided to hold such meetings during the school day.

## ARTICLE V

### GRIEVANCE PROCEDURE (Board Policy Regulation GBM-R)

#### A. Definitions

1. A "grievance" shall mean a complaint by a teacher, or teachers, employed by the Douglas School District, that there has been a violation, misinterpretation or inequitable application of any of the terms of this Agreement, except that the term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or (2) the Board is without authority to act.
2. An "aggrieved person" is a teacher or teachers asserting a grievance in writing.
3. A "party in interest" is a person who might be required to take action or against whom action might be taken in order to resolve a grievance.
4. The term "days", except where otherwise provided in the Negotiated Agreement, shall refer to calendar days. The day of delivery or notice shall not be counted as a calendar day as it pertains to the timelines.

#### B. Principles

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems.
2. The proceedings under this procedure will be kept informal, and confidentiality shall be maintained.
3. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally, at a mutually agreeable time, with the teacher's immediate supervisor and to have the grievance adjusted, provided the adjustment is consistent with the terms of this Agreement.
4. The Douglas Education Association shall have the opportunity to be present and to state its views at any level of the grievance procedures.

#### C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and reasonable efforts

should be made to expedite the process. The time limit specified may, however, be extended by mutual Agreement.

2. If a grievance is filed which cannot be finally resolved under the time limits set forth herein prior to the end of the school year, and which, if left unresolved until the beginning of the following school year, could result in irreparable harm to an aggrieved person or a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practicable.
3. No grievance shall be recognized unless it is presented at the appropriate level within thirty (30) days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered as waived, provided that a grievance filed under the first paragraph of Miscellaneous Provisions hereof shall not be recognized at Level 2 unless it has been filed with the superintendent's office within at least forty-five (45) days after the act or condition upon which it is based occurred.

D. Informal Procedures

1. If a teacher has a complaint, he/she shall first discuss the matter with his/her immediately involved supervisor in an effort to resolve the problem informally.

E. Formal Procedures

1. Level 1: Principal
  - a. If the teacher is not satisfied with the disposition of the complaint through informal procedures, the teacher may submit the problem as a formal written grievance to his/her principal. (Board Policy Exhibit GBM-E, Form S-423)
  - b. The aggrieved person shall discuss the grievance personally, and may request that a representative of the Douglas Education Association accompany him/her.
  - c. The principal shall within ten (10) days render a decision in writing to the aggrieved person.
  - d. A teacher who is not directly responsible to a building principal may submit the formal written grievance to the administrator to whom he/she is directly responsible.

2. Level 2: Superintendent

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 1, or if no decision has been rendered within ten (10) days after the presentation of the grievance, he/she may file the grievance in writing with the superintendent within ten (10) days after the grievance decision has been rendered at Level 1 or within twenty (20) days after the grievance was presented at Level 1, whichever is sooner.
- b. If requested by the teacher, the Douglas Education Association may file such grievance on behalf of the teacher within the time limit set forth above.
- c. The superintendent, or his/her designee or designees, will represent the administration at Level 2 of the grievance procedure.
- d. The superintendent, or his/her designee or designees, shall meet with the aggrieved person and parties in interest in an effort to resolve the grievance. Such meeting shall take place within ten (10) days after the receipt of the written grievance by the superintendent, or his/her designee or designees. The superintendent, or his/her designee(s) shall render his/her decision in writing to the aggrieved person.

3. Level 3: Board of Education

If the aggrieved person is not satisfied with the disposition of the grievance at Level 2, or if no decision has been rendered within ten (10) days after the Level 2 hearing, the grievant may file the grievance in writing with the Board of Education within ten (10) days after the grievance decision has been rendered at Level 2 or within twenty (20) days after the grievance was presented at Level 2, whichever is sooner. The Board will hold a hearing on the grievance at the next regular Board meeting or within twenty (20) days, whichever is sooner. Within ten (10) days after the hearing, the Board shall render its decision in writing to the aggrieved party and to the Association.

4. Level 4: Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 3, or if no decision has been rendered within ten (10) days after the Board has heard the grievance, he/she may within ten (10) days thereafter initiate an appeal to the Department of Labor, which shall conduct an investigation and hearing and shall issue an order covering the points raised, which order shall be binding on the employees and the Board of Education in accordance with the provisions of SDCL 3-18-15.2.

- b. The investigation and hearing conducted by the Department of Labor shall be conducted in accordance with the rules and regulations of the Department of Labor.
- c. It is specifically and expressly understood and agreed that taking an appeal to the Department of Labor constitutes an election of remedies and a waiver of any and all rights by the appealing party or parties and his/her or their representatives to litigate or otherwise contest the appealed subject matter in any court under SDCL 13-46, except in the form of an appeal from the decision of the Department of Labor as provided by SDCL 1-26.

F. Rights to Representation

1. There shall be no discrimination of any kind by any party against any other participant in the grievance procedure by reason of such participation.
2. Any aggrieved person or party in interest may be represented at any level of the grievance procedure by a person or persons of his/her own choosing.

G. Miscellaneous Provisions

1. If a grievance affects a group of teachers from more than one building, such grievance may be submitted in writing directly to the superintendent's office, and the processing of such grievance may be commenced at Level 2.
2. To facilitate the operation of the grievance procedure, necessary forms for filing, serving notices, making appeals and other necessary documents will be jointly prepared and distributed by the Superintendent or designee and the Douglas Education Association.
3. All documents and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. The Board and the aggrieved person shall make available to one another all pertinent information, not privileged under law, in their possession or control which is relevant to the issues raised by the grievance.
5. When it is necessary for a representative or representatives of the Association, the aggrieved person or party in interest to attend a grievance hearing called during the school day, the superintendent's office shall notify the principal of such representatives and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

6. Upon completion of their contracted obligations, employees who voluntarily terminate employment will have their grievances immediately withdrawn and not benefit by any later settlement of an individual or group grievance.

## ARTICLE VI

### COMPLAINTS/REQUEST FOR REVIEW

- A. This complaint procedure is in recognition of the need to develop an effective means for resolving differences that may arise among employees or between employees and administrators, and between the District employees and the community covering matters that are not already addressed in the Negotiated Agreement. The process will be kept informal and confidential. Complaint procedures are as follows: (Reference Board Policy GBM—Staff Complaints and Grievances)
  1. Complaints are only recognized after they have been put in written form. Forms are available in the building offices. (Board Policy Exhibit GBM-E, Form S-423) As per Board Policy KLA—Public Complaints, "Anonymous letters and phone calls will not be given serious consideration." "Hearsay" will be treated as anonymous and may not be used against a teacher within an evaluation. However, it is expected that when such is made known to an evaluator, they will immediately discuss the concern with the teacher.
  2. The proper channeling of complaints will be: (1) Teacher/Coach/Advisor, (2) Principal/ Activities Director, (3) Superintendent **or designee**, (4) Board. All effort will be taken to solve the complaint at the lowest possible level.
  3. If a complaint is presented concerning a teacher, he/she will be immediately informed and given a chance to respond.
  4. A teacher may be represented by the Association at any level of a complaint procedure.

## ARTICLE VII

### MEDICAL EXAMINATION

- A. If at any time there is reasonable cause to believe that an employee is suffering from an illness detrimental to the health of the pupils, the Board of Education may require a certification of health. The expense of obtaining additional certifications of health will be borne by the School District.

- B. An employee of the Board of Education who is not able to return to duty on the day following ten (10) days of illness or injury may be required to present a certificate of ableness to the principal upon his return to work. This certificate shall be made out by a physician authorized to practice medicine under the laws of the State of South Dakota.
- C. An employee who has been absent because of a nervous disorder must present a satisfactory report from a physician authorized to practice medicine under the laws of the State. In addition, the employee may be required to provide a medical report secured from the School District's designated physician at the expense of the School District.

## **ARTICLE VIII**

### INDIVIDUAL TEACHER'S CONTRACTS

- A. All individual contracts with instructional personnel employed by the Board, and covered by this Agreement, shall be in writing and signed by the teacher and by the president of the Board of Education and the business manager.
- B. Individual teacher's contracts shall include all extra-duty assignments, which are agreed to between the teacher and the Board. Such contracts shall be signed in not less than duplicate, with one copy to be filed in the Personnel Office and one to be retained by the teacher. In the event a teacher desires to be released from an extra-duty assignment but remain in the District in a following year, reasonable efforts shall be made to find a replacement for the extra-duty assignment for the following year.
- C. The computation of a teacher's daily wage shall be determined by dividing the teacher's basic salary by the sum total of the days in session and teacher duty days (excluding the new teacher orientation day).
- D. Payroll distribution will be made on a 10- or 12-month schedule. Whichever pay distribution is chosen will be irrevocable until the following year's contract.

## **ARTICLE IX**

### CONTRACT RENEWAL AND CONTINUING CONTRACTS

- A. Individual contracts for teachers employed by the District, and the annual renewal or nonrenewal thereof, shall be governed by the provisions of SDCL 13-43-6.1 through 13-43-6.6.

## ARTICLE X

### ASSIGNMENT AND TRANSFER

Per Board Policy GCI PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS, The assignment and transfer of teachers to positions in other schools of the District or within the teacher's assigned school will be made by the Superintendent or administrative designee giving consideration, but not limited to the following criteria:

1. The best interest of the district.
2. The contribution that the teacher would make to students in the new assignment.
3. The qualifications of the teacher as compared to those of other candidates for the position to be filled.
4. The opportunity for professional growth.
5. The desire of the teacher regarding the new assignment.
6. The length of service in the school district.
7. The availability of a qualified replacement for the position vacated by the transferring teacher.

“Vacancy” is defined as an open position, identified by the District as a result of a newly created position, transfer, promotion, termination, or long-term leave that extends through the end of the school year. Position vacancies that are posted shall reflect a description of the position, qualifications, and whether the position is full or part time, and shall be advertised, for qualified in-district candidates, for a period of not less than 5 days.

A. Involuntary Transfers and Assignments:

“Assignment” is defined as a change of position, subject matter or grade level, or building, initiated by the superintendent or administrative designee, that may additionally change the teacher’s building, contracted classification, or assigned administrator for evaluation.

Each employee of the Board of Education shall be assigned to a specific position at the direction of the superintendent of schools **or designee** and may be transferred to any other position as the superintendent **or administrative designee** may direct.

~~Transfers~~ **Assignments** may be at the initiative of the superintendent or **designee** ~~other administrative officers~~ for any purpose, which, in the judgment of the superintendent **or designee**, is for the welfare of the employee or the schools. An administrative ~~transfer or reassignment~~ shall be made only after a conference between the teacher involved, ~~the superintendent,~~ and the teacher's immediate supervisor, at which time the teacher will be notified of the reason therefore.

B. Voluntary Transfers and Assignments:

**“Transfer” is defined as a requested change of duty, subject matter or grade level, initiated by the teacher, that may change the teacher’s building, contracted classification, assigned administrator for evaluation, or is the result of interest in any district vacancy.**

Teachers may request a transfer or reassignment; however, a new teacher must have spent at least one (1) year in an assignment a position before requesting a transfer. because of dissatisfaction with his/her position. In the determination of requests for transfer or reassignment, the convenience and wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interests of the School District. If more than one teacher has applied for the same position, the teacher determined to best serve the needs of the school district best qualified for the position shall be appointed.

During the school year, the superintendent or his/her designee shall post in all school buildings on the district website a notice of any vacancy which occurs during the year or will occur during the following year. Each such notice shall be posted as soon as any such vacancy becomes known available. Any teacher who desires to be considered for any such vacancy may do so by written application to the superintendent or his/her designee submitting a Transfer Request Form to Human Resources within the period of time stated on the vacancy notice.

At the end of the school year, Any teacher desiring a change in grade or subject assignment or a transfer to another building transfer shall submit a Voluntary Transfer Request Form between January 1 and February 1 to the superintendent or his/her designee Human Resources. Such request shall include the grade or subject to which he/she desires to be transferred, in order of preference.

Teachers having pending transfer requests will be notified of vacancies for which they are qualified which occur after the close of the school year and before the commencement of the next school year. Other teachers may obtain information as to any such vacancies by contacting the Personnel Office consulting the postings on the district website.

Upon written request, teachers shall be notified in writing of the disposition of their requests for transfer, including the reasons for the disposition.

Before assignments of new teachers in the School District are made, consideration shall first be given to pending requests for transfer or reassignment to available vacancies.

## **ARTICLE XI**

### **DISMISSAL AND SUSPENSION**

- A. The Board of Education may dismiss any teacher at any time for just cause, including breach of contract, poor performance, incompetency, gross immorality, unprofessional conduct, insubordination, neglect of duty, or the violation of any policy or regulation of the school district. The Board of Education may non-renew a teacher who is in or beyond the fourth consecutive term of employment as a teacher for just cause, including breach of contract, poor performance, incompetency, gross immorality, unprofessional conduct, insubordination, neglect of duty, or the violation of any policy or regulation of the school district as stated in SDCL 13-43-6.1. If a teacher is terminated for cause, they are no longer entitled to accrued benefits.
- B. Whenever the Board contemplates the dismissal of a teacher such teacher shall first be temporarily disengaged from his/her responsibilities, notified in writing of the reasons for such contemplated dismissal and advised that he/she has fifteen (15) days in which to request a hearing before the Board of Education. If no hearing is requested within such fifteen (15) day period, the contemplated dismissal shall become final. Upon written request received within such fifteen (15) day period, an executive session hearing before the Board of Education shall be held within seven (7) days thereafter. At such hearing, the teacher shall have the right to hear the evidence against him/her, cross-examine any person who has made charges against him/her and present evidence and testimony on his/her own behalf and shall have the right to counsel of his/her own choosing. Within five (5) days after the hearing, the Board shall render its final decision and notify the teacher of its decision in writing. The teacher shall have the right of appeal as provided in the final step of the grievance procedure.
- C. No teacher shall be suspended or reduced in rank or compensation without just cause. Any such action may be subject to the grievance procedure.

## **ARTICLE XII**

### **REDUCTION IN PROFESSIONAL STAFF WORKFORCE**

It is within the discretion of the Board of Education to reduce the educational program, curriculum, and staff whenever economic necessity or enrollment dictates. A staff reduction occurs when the Board eliminates all or part of an existing position held by a staff member to whom continuing contract rights apply. In the event that the Board of Education determines that staff reduction is appropriate, the following guidelines may be considered:

- A. An effort will be made to effect reduction through normal attrition. The Douglas Education Association (DEA) will be notified of the proposed reduction in force and recommendations considered from the DEA in the event that such information is received by administration within twenty (20) days of issuance of the proposed reduction in force.
- B. It is anticipated that professional staff to whom continuing contract rights have not yet accrued will have the first eliminated positions.
- C. It is anticipated that part time professional staff to whom continuing contract rights have accrued will be eliminated next.
- D. In the event the position of a continuing contract teacher is eliminated due to a reduction in force, the Board of Education will determine which continuing contract teacher or teachers will be released, considering the following criteria, as applicable. These criteria are not in rank or order of importance.
  - 1. Seniority;
  - 2. Student and curriculum needs;
  - 3. Teacher evaluations;
  - 4. Competency;
  - 5. Qualifications;
  - 6. Certification;
  - 7. Experience in the area to be taught;
  - 8. Educational background;
  - 9. State and federal mandates;
  - 10. Administrative recommendations.
- E. For purposes of consideration of seniority as a factor in the Board's determination for a reduction in force, seniority is determined by the length of service (including approved leaves of absence) with the District and computed in years, months, and days from the date of beginning of the individual's last continued employment. Where two or more continuing contract teachers have the same credited service with the District, seniority between those two shall be determined by total number of years in teaching for which credit was allowed on the District's salary schedule. Where two or more teachers have the same total net credited service, seniority between them shall be determined by lot.

- F. Any reduction in force by the District shall comply with the dictates of SDCL 13-43.
- G. For purposes of this reduction in force article only, continuing contract staff professionals who are laid off pursuant to a reduction in force, shall have reemployment preference for a period of two years following the date of layoff. The effective day for layoff pursuant to this article shall be June 30. Any such continuing contract teacher who seeks reemployment under this agreement must notify the District annually in writing such a desire to be considered for reemployment. An annual request for reemployment consideration must be filed in the District administrative office no later than February 1 of each year preceding the year in which reemployment is sought. Such notification shall include documentation of any additional qualifications obtained by the teacher following layoff.
- H. Recall privileges cease when a teacher resigns. Recall privileges will also cease in the event the individual, upon being recalled, fails to report within twenty (20) days after mailing of the written notice of the reemployment. Reemployment privileges will not apply to teachers under contract with another school district unless the reemployment is for anticipated positions in the following school year.
- I. If more than one staff member is qualified for the position subject to reemployment, the Board shall consider, among other things, the matters identified in Reduction in Professional Staff Workforce, Article 12 (section D), for reemployment purposes.

### **ARTICLE XIII**

#### **LENGTH OF SCHOOL TERM**

The school term shall be as set forth in the 2022-23 School Calendar approved by the Douglas School Board on January 24, 2022..

### **ARTICLE XIV**

#### **TEACHING DAY**

- A. The normal school day shall be seven and one-half (7 1/2) hours of duty in length except on Fridays when it will be seven and one-quarter (7 1/4) hours of duty in length. Normal duty hours are from 7:30 a.m. until 3:30 p.m.. Duty hours are exclusive of time necessarily required to perform extra-duty assignments as well as other assigned duties. The actual period of time assigned for such duty hours shall be made by the building principal or other appropriate supervisor and shall be adjusted to meet the needs of the department, division or level (elementary, middle or high school) to

which the teacher has been assigned. Reference Board Policy GBN—Staff Flex Time for any adjustments to meet the needs of the individual teacher.

- B. When an administrator calls a building meeting that exceeds the normal duty hours, the teachers of that building will be able to adjust the same amount of time at the end of that teaching day or the next teaching day.
- C. All teachers shall be entitled to a minimum of a one-half (1/2) hour duty-free uninterrupted lunch period. However, this minimum may be waived upon a majority vote of the teachers in a particular building in order to obtain a more flexible or workable schedule.
- D. Teachers are expected to be in their assigned area or building during their established duty hours unless extra-duty or other assigned duties conflict, or unless necessary school business or an emergency personal need requires their absence for which approval of the building principal has been obtained. On the last scheduled teaching day prior to a holiday and on local, state and national election days, teachers may leave the building fifteen (15) minutes prior to the end of the normal teacher day.
- E. Teachers are expected to attend parent-teacher conferences and open houses as well as meetings called by the building principal and general meetings called by the superintendent. In case of general meetings, a dismissal time shall be designated by the Superintendent **or designee**. Teachers may be excused from meetings scheduled outside of the seven and one-half (7 1/2) hour day to accommodate an emergency personal need.
- F. Teachers are expected to serve on committees as necessary. As much as possible, such meetings will be held within the seven and one-half (7 1/2) hour day and volunteers for such committee work will first be sought. Committee assignments will be made with consideration as to the work involved in each particular assignment, and committee assignments will be distributed among the various members of the teaching staff insofar as possible.
- G. All activities under the direction and supervision of the School District are considered to be an integral part of the curriculum. Instructional personnel shall accept an equitable share of responsibilities designed to provide a balanced program for the students of the School District. In an effort to achieve equality in the distribution of such responsibilities, assigned duties, such as described below, shall be distributed equitably among suitably qualified staff members. Assigned duties will be made by the building principal.

Members of the teaching staff shall receive extra pay only for the extra-duty assignments for which a stipend is provided on the attached Appendix "B". However, additional extra-duty stipends may be developed by the Board of Education during the school year in the event that new programs

or activities are implemented. If additional stipends are developed during the school year, they shall be consistent with the amounts provided in Appendix "B", considering the time and nature of the duties involved. Nothing in this Agreement or in the attached Appendix "A" shall be interpreted as applying to normal assigned duties such as hall supervision, noon duty, playground duty, unlisted club sponsorships, faculty meetings, work on professional committees, parent meetings, individual parent and teacher conferences, class sponsorship, or similar professional responsibilities, duties of a general nature assumed for school parties limited to students in the schools, banquets, baccalaureate, commencement, and community-sponsored clubs. Teachers with extra-duty assignments listed in the attached Appendix "B" will assume their proportionate share of responsibility for assigned duties.

- H. No teacher will be required to substitute for an absent teacher except under emergency conditions where a substitute teacher cannot reasonably be obtained. Administration will make an effort to preserve planning time for teachers and to ensure that such assignments shall be made equitably. If a teacher is required to substitute for an absent teacher for any amount of time, then that teacher will be paid \$15.00.

## **ARTICLE XV**

### **TEACHER EVALUATION**

#### A. Purpose

The Douglas School District shall design, implement, and periodically update a systematic process for professional staff evaluation. The purpose of the evaluation process shall be to ensure quality instruction for Douglas students. More specifically, the process and data generated by professional staff evaluation will be used to: 1) provide clear, timely, and useful feedback to teachers, 2) guide professional growth activities for teachers, and 3) assist in making renewal or non-renewal decisions. Student achievement and professional growth shall be the focus of the evaluation process. The District will follow the required processes and procedures for the South Dakota Teacher Effectiveness Model. This model uses the Danielson Framework for evaluating professional practice and also includes measures of student achievement in calculating a Summative Effectiveness rating. To the degree possible, the evaluation process should focus on strengths and professional growth and should be a positive non-threatening experience. (Board Policy GCN)

Formal evaluation process includes: setting and monitoring a Student Learning Objective (SLO), goal-setting conference with building principal, walkthroughs with feedback, teacher reflection, periodic progress meetings (as set by teacher and principal), summative meeting and assignment of effectiveness rating. Formal observations may be scheduled by the principal and teacher, but are not required as part of the evaluation process.

B. Procedures

1. During the first fifteen (15) days of the school year, the building administrators will schedule meetings for the purpose of reviewing teacher evaluation procedures and forms to be used in the evaluation.
2. Probationary teachers (teachers in their first, second and third years teaching) shall be evaluated formally using the DSD process, including a state mandated Summative Effectiveness Rating (see above) each year for three (3) years. The schedule for the formal evaluation will be set by the evaluator and teacher. Walkthroughs with feedback will occur throughout the year. The Professional Practice Rating (PPR) will be completed prior to the third Monday in March. Final Summative ratings will be completed by the end of the school year.

Experienced teachers (those with more than 3 years of teaching experience), who are new to the Douglas School District, will be evaluated formally during their first year in the District. At the end of the first year, the evaluator will determine whether or not the teacher will require formal evaluation the second year of employment, or if s/he is to be placed on the continuing contract schedule of evaluation.
3. Continuing contract teachers (teachers who have completed three (3) consecutive years of service in the Douglas School District) shall be formally evaluated every other year as required by the state, or more frequently as determined by their supervising principal. If a teacher is on a Plan of Assistance, the Professional Practice Rating will be completed before the third Monday in March.
4. If the teacher and principal include a formal observation in the evaluation process, the teacher shall be notified at least five (5) days in advance if a formal observation is to be scheduled. The five (5) day timeline may be waived by the teacher.
5. All required documentation (as determined by the evaluator and teacher) shall be completed by the teacher, and discussed with the evaluator prior to all formal observations.
6. Teachers will receive feedback within five (5) days of a walkthrough, and, if a formal observation is done, a post-observation conference will be held within ten (10) days after the formal observation.
7. A final evaluation conference shall be conducted following the appropriate timelines. The final evaluation shall be based on a variety of performance, behavior and conduct factors, including but not limited to, classroom observations, SLO's, goals and conferences with the evaluator. Signing of the written evaluation by the teacher shall not imply agreement with

the evaluation; it merely indicates that the evaluation was discussed. A copy of the final evaluation shall be given to the teacher.

8. A teacher or administrator may request another person to accompany them at any step within the evaluation procedure.
9. When “unsatisfactory” is noted on the professional practices rubric and/or student growth is “low” (based on the SLO), the evaluator shall work with the teacher to develop a mutually agreed upon a Plan of Assistance. An evaluator may also place a teacher on a Plan of Assistance if the overall Summative Effectiveness rating is “below expectation.” The Superintendent **or designee** shall assist in the development of the Plan of Assistance. A Plan of Assistance may extend into the following year. It is very important for the teacher to successfully complete the Plan of Assistance as failure to do so may result in dismissal.
10. Professional Practice Ratings (PPR) are to be completed before the third Monday in March. The recommendation portion of the PPR need only be completed for the final evaluation and shall be checked in one of three categories:

- . . . Recommended for Employment
- . . . Recommended with Qualifications
- . . . Not Recommended for Employment

When the evaluation "Recommended with Qualifications" is contemplated, the teacher involved shall be apprised of the evaluation in a conference to be held before the third Monday in March. The teacher shall be advised in writing relative to areas in which improvement is necessary. Before a teacher is given the evaluation "Not Recommended", the principal and/or supervisor conducting the evaluation shall have a minimum of two conferences with the teacher relative to the areas of weakness. The first of these conferences shall be held by the end of the first semester. The basis and reason for the evaluation shall be discussed and a Plan of Assistance developed. If a teacher receives the evaluation "Recommended with Qualifications" or "Not Recommended", he/she may file a request with the Superintendent **or designee** for a conference regarding the evaluation. Within seven (7) days after receiving such a request, the Superintendent or his designee shall meet with the teacher to discuss the evaluation.

11. The evaluation of extra-duty positions (Appendix B) shall take place during and/or after the activity occurs. A conference will be held in conjunction with the evaluation.

12. An honest effort will be made to conduct the evaluation process openly and with the full knowledge of both parties involved.

C. Personnel Files

1. While employed by the Douglas School District, a teacher shall have the right, upon request, to review the non-confidential contents of his/her personnel file (except confidential placement papers) maintained in the central office and to receive copies at his/her own expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. At least once every three (3) years, a teacher shall have the right to indicate those documents or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Such documents shall be reviewed by the superintendent or his/her designee, and if the teacher and the superintendent or his/her designee agree that they are obsolete or otherwise inappropriate to retain, they shall be destroyed.
2. No material which is derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has received a copy. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed. (Signature of the copy does not imply agreement with the document's contents; it merely indicates that the document's contents have been viewed by the teacher and discussed.) A teacher also has the right to submit a written response to the document. Such responses will be reviewed by the Superintendent **or designee** and attached to the file copy.
3. The personnel file in the central office shall contain employment data, credentials, letters/notes of commendation or reprimand, evaluations, and other relevant information.

## ARTICLE XVI

### LEAVES OF ABSENCE

A. Extended Leave of Absence

A leave of absence without compensation may be granted to certified employees for a period not to exceed one year. Requests for leave must ordinarily be submitted in writing to the Board of Education no later than March 1 during the school year preceding the year in which the leave of absence is desired. Requests received after March 1 may be granted provided, in the judgment of the Board, a suitable replacement can be found. Except in cases of emergency, the request for leave of

absence must be submitted at least forty-five (45) days prior to the date upon which the requested leave is requested to begin and must contain the purpose and length of the proposed absence. Request shall be acted upon within a reasonable time, not exceeding forty-five (45) days. A copy of this leave provision shall be given to the employee when a leave is granted.

While on leave a teacher shall have the option to remain an active participant in the state retirement system and the health and dental insurance programs of the School District by paying the entire amount which would have been otherwise paid by such teacher and the School District.

An employee desiring to return from such leave shall give written notice of a desire to return to employment no later than March 1 of the year in which he/she is on leave and provided such written notice is given, such employee shall be restored to his/her former position or one of comparable status. If the leave extends for a period of less than one year, the employee shall give ninety (90) days written notice of a desire to return from such leave at the end of the term thereof, and provided such written notice is given, he/she shall be restored to his/her former position or to another vacant position for which the employee is qualified.

Scheduled increments, salary adjustment, and other credits are not allowed for leaves of absence.

B. Short Leave Without Pay

The Superintendent of schools **or designee** may grant leaves of absence without pay to certified teachers for personal reasons. Requests for leave without pay must be approved by the building administrator and must include the reason for the request. All applicable leave must be used before leave without pay is granted when/if applicable; i.e. all sick leave must be used before leave without pay is granted when sick.

C. Professional Leave

The Superintendent of schools **or designee** may approve a limited amount of professional leave, with or without pay, and with or without expenses, for attendance at meetings of local, state or national professional organizations, workshops, conferences and school visitations, subject to the following considerations:

- a. The leave is in the best interest of the Douglas School District and relates to the teacher's professional interests or leadership position in local, state or national educational organizations.
- b. The request for leave must be directly associated with educational activities.

- c. Applications must be submitted a minimum of seven (7) days in advance and must be approved by the building principal and the Superintendent **or designee**.
- d. Approval for professional leave will be contingent on the availability of sufficient funds. Priority will be given to professional leave applications of faculty members who:
  - (1) Submit them first;
  - (2) Hold local, state, and/or national offices in educational professional organizations;
  - (3) Have not been granted professional leave in excess of five (5) days during the preceding three years.

Upon request of the Superintendent **or designee**, the employee shall file a report on the activities of the conference with any recommendations.

If a teacher holds a leadership position in a major state educational organization, he/she may be granted up to thirty (30) days of professional leave without pay during each twelve-month period. No expenses will be provided.

D. Association Leave

The Douglas Education Association will be granted five (5) days of association leave for each school year to allow its members to attend South Dakota Education Association or National Education Association conferences and workshops.

- a. Members attending conferences and workshops will be chosen by the local association.
- b. The leave is in the best interest of the teacher's professional interests or leadership position in local, state or national education.
- c. The request for leave is directly associated with educational activities.
- d. Applications must be submitted a minimum of seven (7) days in advance of the conference or workshop.
- e. Days will not accrue from year to year.
- f. Board sponsored professional leave for association members will not subtract from association leave days.
- g. There will be no expense to the District, except for the cost of the substitute, if needed.

E. Sick Leave

Sick leave is provided to all full-time and half-time certified teachers of the Douglas School District. Sick leave may be taken for personal illness, injury or other physical disability (including pregnancy-related disability) and for illness or death in the immediate family. Immediate family is defined as employee's spouse, mother, stepmother, father, stepfather, legal guardian, children, stepchildren, son-in-law, daughter-in-law, grandchildren, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, aunts, great-aunts, uncles, great-uncles, nieces, nephews, grandparents, the parents/legal guardians and grandparents of the employee's spouse, an individual who is a permanent resident in the employee's home, and any person for whom the employee has specific legal responsibility.

Three (3) days of bereavement leave may be taken for death in the immediate family (as defined above). Bereavement leave will be granted per occurrence, and will not be accumulated. Sick leave may be taken for extended bereavement leave.

Teachers are required to immediately notify the personnel secretary when sick leave is needed. Whenever possible, they should also notify their immediate supervisor or building principal.

Upon returning from sick leave, the employee shall complete a sick leave application indicating the reason for the absence. The principal or Superintendent **or designee** may require a physician's statement concerning such absence.

All teachers under contract shall receive on the first day of service each year a total of twelve (12) days sick leave unless they are employed after the beginning of the school term, in which case the sick leave shall be prorated accordingly. These twelve (12) days or less shall represent all the teacher's sick leave for that year, subject to the accumulation provisions hereof.

If a teacher is released or leaves before the termination of the school year, the teacher shall be credited with only that portion of the twelve days determined by the fractional portion of completed service. The final contractual payment shall be reduced by the appropriate number of contractual days pay for any days used over the allotted number.

All unused days earned shall be added to the employee's sick leave reserve at the end of the fiscal year. An unlimited number of such sick days may be accumulated.

An employee who returns to the School District within three years after an absence, and who has not previously qualified for severance pay, shall have all of their previously earned and unused sick leave reinstated.

An employee who willfully violates or misuses sick leave provisions or who misrepresents any statement or condition of the policy shall forfeit all accumulated sick leave and any further right under the policy until reinstated in good standing by the Board of Education.

~~Teachers regularly employed in summer school may use previously accumulated sick leave up to five days and shall accumulate one additional day of sick leave during each summer session.~~

Upon approval of the Superintendent **or designee**, teachers may use a day of sick leave to attend the funeral of someone close.

F. Family and Medical Leave

Administration of family and medical leaves of absence will be governed by the provisions of the Family and Medical Leave Act. Reference Board Policy GCBDE—Family and Medical Leave **and Administrative Regulation GCBDE-R - Family and Medical Leave Procedures (FMLA)**

~~When a leave falls within the provision of the Family and Medical Leave Act, cost sharing for dental and health coverage in effect at the time the leave begins, will continue for the first twelve weeks, or until use of sick leave and sick leave bank benefits (when appropriate) is exhausted, whichever is longer. Thereafter the employee will be required to pay the full amount if he/she wishes to remain an active participant in the programs.~~

G. Worker's Compensation

An employee injured in an accident during duty hours must report the incident in writing to the immediate supervisor upon the occurrence of an injury or as soon thereafter as practicable.

1. An employee injured in the line of duty shall receive such compensation and expenses as prescribed by the Worker's Compensation Act of South Dakota.
2. All workers' compensation payments shall be retained by the employee. An employee who has elected to use sick leave and has sufficient leave to cover the time absent from work shall receive his or her regular salary less any amount received for compensation, up to, but not in excess of his or her regular daily rate of pay. Any sick leave used for the period covered by the worker's compensation shall be returned to the employee up to, but not in excess of the amount of the compensation payment.

H. Additional Use of Sick Leave (Court Appearance)

Each employee, upon the approval of the Superintendent **or designee**, may be granted the privilege of using a maximum of five days sick leave to cover absences due to a required appearance

in a court of law, involving no moral turpitude on the part of the employee, in a case in which the employee is a party.

I. Personal Leave

Three (3) days of sick leave may be taken for personal reasons each year, except to extend a scheduled school holiday, if approved in advance (preferably two days in advance) by the superintendent of schools or his/her designee. Two (2) additional days of personal leave shall be granted each year to an employee who has an accumulated sick leave balance of at least 50 days on the last day of service for the previous school year. Two (2) additional days of personal leave shall be granted each year to an employee who has an accumulated sick leave balance of at least 100 days on the last day of service for the previous year. No more than seven (7) personal leave days may be used in any one year with the exception of an employee taking an oral or written comprehensive examination to complete a degree.

Personal leave may be used to extend a scheduled school holiday, according to the following guidelines:

- a. Leave may not be used to extend Winter Holiday or the beginning/end of the school calendar.
- b. Leave cannot be requested more than 180 days in advance.
- c. One day of personal leave can be used one time in a school calendar year based upon availability.
- d. Personal leave may not be granted during Parent/Teacher conference Days. Use of personal leave is strongly discouraged during In-service Days.
- e. Leave is subject to approval by the Superintendent of Schools.

The Superintendent **or designee** may grant personal leave in emergency situations and the decision to do so is non-precedent setting nor grievable under the terms of this contract.

One (1) additional day of personal leave shall be granted to an employee who is on a professional growth plan with the District to take oral or written comprehensive examinations to complete a degree.

Personal leave cannot be accumulated.

J. Court Witness and Jury Duty Leave - Reference Board Policy GCBDC

When a School District employee is subpoenaed to testify in court (in a case in which he or she is not a party) or is summoned to serve on a jury, he or she will be granted leave when such subpoena or summons is verified. Applications for such leaves shall be made in letter form, accompanied by a copy of the summons, and submitted to the superintendent for verification and approval. Reference Board Policy GCBDC-Jury Duty Leave.

STATE COURT

All fees received for State Court appearances or services shall be retained by the employee. An employee on "Jury Duty Leave" shall receive his or her regular salary less any amount received for services, up to but not in excess of his or her regular daily rate of pay. Within twenty (20) days of receipt of court fees, the employee is required to present the court check to the Personnel Office for verification of leave time.

FEDERAL COURT

All fees received for Federal Court appearances or services shall be retained by the employee. An employee on "Jury Duty Leave" shall receive his or her regular salary with no reduction for the amount received.

Within twenty (20) days the employee is required to present the court check to the Personnel Office for verification of leave time.

K. Military Leave - Reference Board Policy GCBDD

All requests for military leave will be submitted to the Superintendent in writing accompanied by copies of the proper documentation showing the necessity for the military leave request. The Superintendent shall grant leave without pay or military leave to carry out the military obligations in accordance with USERRA. (Reference Board Policy GCBDD—Military Leave of Absence)

Unless otherwise impossible, all requests for military leave will be submitted at least one full month in advance of the date military service is to begin. Persons returning from military leave are asked to give notice of intent to return to the Superintendent, in writing, at least one full month in advance of return date.

Any employee who is on authorized military leave during the school term for the purpose of performing military duty pursuant to the provisions of USERRA shall have the option of either receiving their regular pay from the District to be reduced by the daily pay received from the military or to accept only their military pay. Such leave not to exceed fifteen (15) working days in one year (July 1-June 30). If authorized military leave extends beyond fifteen (15) days, approval by the

~~Superintendent will be required. Salary deductions for co-curricular assignments shall be deducted in a pro rata amount.~~

L. Parental Leave

1. Upon written application to the Board a parental leave of absence without pay shall be granted to a teacher for the purpose of childbearing and/or child rearing. A teacher who is pregnant shall notify her principal in writing, accompanied by her physician's written statement with the approximate date of expected birth, at least forty-five (45) days prior to date leave is to begin. She shall indicate in the written notification (1) whether she wishes to apply for a parental leave of absence prior to the birth of the child or continue working until she is no longer able to do so, (2) the requested commencement day (may be approximated) of a leave request, and (3) the desired length of any requested leave.
2. A parental leave of absence shall be for a maximum period of one year. However, on a written application made at least 45 days prior to the expiration of such leave, it shall be extended to the end of the current year.
3. A teacher shall be entitled to take a parental leave beginning at any time after the commencement of pregnancy, provided such teacher makes written application for such leave to the Superintendent of schools **or designee**, specifying the date such leave is requested to begin. Except in cases of emergency, the written application must be made at least thirty (30) days prior to the date on which her leave is requested to begin. Unless the written notification of pregnancy provided for in Part 1 hereof has been given, such application shall contain the information required in Part 1 hereof.
4. A pregnant teacher may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions and duties. Physicians' statements may be required from time to time if the ability of the teacher to properly perform her required functions and duties becomes questionable.
5. Within forty-five (45) days after childbirth, a teacher shall be entitled to use her sick leave not to exceed thirty (30) days.
  - a. The dates of such physical disability, exceeding thirty (30) days, for which payment under the sick leave policy is claimed shall be verified in writing by a doctor. Certification of physical disability shall not in any way be associated with the care of the child, but only with the teacher's inability to perform her contractual duties.
  - b. Within the forty-five (45) day period, teachers qualifying for sick leave may also apply to use the Sick Leave Bank under the conditions described in Article XVII.

6. A male teacher shall be entitled upon written request to use up to thirty (30) days sick leave for the purpose of child rearing to begin at any time between the birth of his child and one year thereafter. Additional days taken will be parental leave without pay. Except in case of emergency, a teacher desiring such leave shall make written application for such leave to the Superintendent **or designee** at least forty-five (45) days prior to the date on which such leave is to begin.
7. A teacher adopting a child shall be entitled to use up to thirty (30) days sick leave for the purpose of child rearing (including time necessary to obtain custody of the child) to commence at any time during one year after receiving custody of said child. Additional days taken will be parental leave without pay. Except in an emergency or where the length of notification of receipt of custody does not permit, a teacher desiring such leave shall make written application for such leave to the Superintendent **or designee** at least forty-five (45) days prior to the date on which such leave is to begin.
8. A teacher who is granted a parental leave of absence shall have the following re-employment rights:
  - a. If a parental leave does not extend beyond ninety (90) days, such teacher shall be reassigned to his or her original position, or to a position of like status and pay, upon giving forty-five (45) days advance written notice to the Superintendent or designee.
  - b. If a parental leave extends beyond ninety (90) days, upon giving ninety (90) days advance written notice to the Superintendent **or designee** of his or her desire to return to active employment, such teacher shall be assigned to the first available vacant position for which he or she is qualified, provided that if more than one teacher has given such notice, the teacher giving notice at the earliest date shall be assigned to such vacant position. If no such position becomes vacant during that current year, such teacher shall be reassigned to his or her original position or to a position of like status and pay at the commencement of the next school year.
9. Prior to return to employment from a parental leave, the Board may require that teacher's personal physician to certify that the teacher is both physically and mentally ready to resume her regular duties. The Board may request an additional physical examination at its expense by a physician of its own choosing.
10. If a parental leave is not for a period longer than one semester, reassignment shall be without loss of ordinary salary increments, but if such leave is for a longer period of time, such reassignment shall be without accumulation of such ordinary increments. While on leave a teacher shall have the option to remain an active participant in: (a) the state teacher

retirement system by paying the entire amount which would have been otherwise paid by such teacher and the School District; (b) the health and dental insurance program by continuing cost sharing for the first twelve weeks and thereafter by paying the entire amount. The administration of parental leaves shall comply with the provisions of the Family and Medical Leave Act.

11. A teacher on parental leave of absence shall not be denied the opportunity to substitute in the School District by reason of the fact that she or he is on such leave of absence.

M. Sabbatical Leave

1. The Board of Education, upon the recommendation of the Superintendent of schools **or designee**, may grant a sabbatical leave to qualified personnel for the purposes of study, travel, and for such other purposes as may be approved by the Board of Education.
2. Upon the recommendation of the Superintendent of schools **or designee**, the Board of Education may grant a sabbatical leave to a contract employee who has been employed at least six (6) consecutive years, and who has not had a sabbatical leave during the six (6) years immediately preceding. The leave granted shall not exceed two semesters.
3. An employee on sabbatical leave shall receive as compensation during the period of absence one-half (1/2) of his/her regular scheduled salary, not to exceed one-half (1/2) of the master's degree maximum.
4. Compensation shall be paid at the same time as the other employees of his/her professional rank. An employee on sabbatical leave shall receive the scheduled increment and/or adjustments in salary the same as he/she would have received were he/she occupying his/her regular assignment.
5. While on leave a teacher shall have the option to remain an active participant of the state retirement system, and the health and dental insurance programs of the School District by paying the entire amount which would have been otherwise paid by such teacher and the School District.
6. The number of persons given sabbatical leave in any year shall not exceed two percent of the total number of the teaching staff; provided, however, that the actual number of persons given such leave in any year shall depend upon the financial condition of the School District and the amount of funds available to finance the program. The number of leaves granted shall be distributed throughout the District. If the number requesting sabbatical leave exceeds the number of leaves available as determined by the Board, the selection shall be based upon:

- (a) The estimated value of the plan to the individual and to the District.
  - (b) The amount of seniority.
  - (c) The length of time since the last sabbatical leave.
7. An employee who receives a sabbatical leave shall agree to return to service with the Board of Education for a period of two (2) years. The employee who fails to return to the District upon completion of his /her sabbatical leave shall refund compensation paid to him/her during the leave.
8. The employee, upon returning from sabbatical leave, shall be restored to his/her former position or to one of at least comparable status.
9. The employee, upon return from sabbatical leave, shall make such reports as may be designated by the Superintendent or designee.

## **ARTICLE XVII**

### **SICK LEAVE BANK**

A voluntary sick leave bank is available for certified personnel (including administrators and directors) employed in a certified position working a minimum of half time and at least 6 months a year who are in their second consecutive term of employment by the District under the following conditions and provisions:

- A. Each participating certified employee shall contribute one day of his/her sick leave per year for the first three years of participation and one-half day per year for each successive year to the bank. The deadline for sick leave bank enrollment shall be on September 15 of each year. Eligible certified employees declining to become participants in the bank in any given year, shall be ineligible for participation later. Once you have enrolled in the sick leave bank, you will remain an active member with automatic deductions made from your sick leave account each year unless you request in writing to the Personnel Office to be dropped from the bank.
- B. When the total balance of days in the bank exceeds 600 days, members will not be deducted the one-half day per year after the first three years.
- C. This pool is for the protection of individual participating certified employees whose long-term extended illness or disability causes an absence from regularly assigned duties. The absence must extend more than five (5) duty days beyond the number of sick leave days, which an individual participating certified employee has accumulated. There shall be only one five (5) day waiting period per illness or disability. (The five (5) days need not be consecutive.) Use of this pool will begin on the sixth duty

day after an individual's accumulated sick leave days have been exhausted, at which time the participating certified employees may draw up to 30 days of sick leave from the bank. Use of pool days by participants shall not be limited to the school year in which the long-term extended illness or disability began.

- D. The dates of physical disability as defined in Article XVI, Section E, for which payment under the sick leave bank is claimed shall be verified by a doctor.
- E. Administration of the bank will be handled by the District Personnel Office. All requests for use of the sick leave bank must be submitted in writing to the Personnel Manager and must be approved by the Superintendent of Schools **or designee**. The request must be supported by a written statement from the certified employee's personal physician that states the specific long-term extended illness or disability causing the absence and the duration of the absence. The absence for which pool days are requested must be of such nature that absence is unavoidable during the school year and absence from duties is necessitated. Should loss of pay inadvertently occur through late notification, such loss shall be restored in the next pay period following approval of the request for use of pool days.
- F. Employees withdrawing days from the bank are not required to replace these days except as a regular contributing member in the bank. An employee resigning, retiring, withdrawing from membership in the bank or declining to make contributions as required shall not be able to withdraw previously contributed days.
- G. Days in the bank shall be withdrawn on a first-come, first-served basis, and, if the total days in the bank are exhausted in any year, use of the bank is ended for that year. Unused days in the bank shall be carried over to the next succeeding school year.
- H. Remuneration from the bank shall be based on the per diem rate for the individual participant for the applicable school year as computed under Article VIII, Section C of this Agreement.
- I. Upon requests of the Association (not more often than quarterly), the Personnel Office shall report the status of the bank, including the balance of days in the bank. The Business Manager shall conduct an annual audit of the sick leave bank.
- J. A classified employee who is a qualified member of the classified employee sick leave bank and moves to a certified position, may join the certified sick leave bank at the same standing as when he/she left the classified sick leave bank.

## ARTICLE XVIII

### INSURANCE PROGRAM

#### A. Hospitalization and Surgical

The Board of Education shall provide a group hospitalization and surgical insurance plan for all eligible teachers electing to be covered by such insurance, the coverages and terms of such insurance plan to be mutually agreed upon by the Association and the Board of Education.

For those employees electing to be covered, such plan shall include: \$10,000 term life insurance coverage for employees, \$6,000 for employee's spouse, and \$2,000 for each dependent child; or the employee may elect to increase such coverage to \$30,000 term life insurance coverage for employees. However, the cost of such increased coverage will be at the employee's expense.

The contribution of the Board to such insurance plan shall be ~~\$599~~ \$549 per month for a family (employee and qualified dependents) plan, ~~\$599~~ \$549 per month for a single (employee only) plan, ~~\$599~~ \$549 for an employee + dependent(s) plan, and ~~\$599~~ \$549 for an employee + spouse plan. If any plan costs less than the ~~\$599~~ \$549 the Board contributes, the remaining amount shall be contributed to an eligible Health Savings Account (HSA), if available. No employee shall receive a combined benefit for health insurance and a contribution to an eligible HSA that is greater than ~~\$599~~ \$549 per month. All employees shall be free to elect the family plan, employee + dependent(s) plan, employee + spouse plan, the single plan, or may elect to have no coverage under the plan.

#### B. Dental Insurance

The Board of Education agrees to provide group dental insurance for each full-time and half-time employee (single coverage). Individual employees shall have the option of adding dependent coverage at their own expense, by completing in writing an authorization for payroll deduction.

The coverage and terms of the group dental plan shall be determined by the Board of Education and shall be set forth in the Master Policy on file in the District Business Office.

## ARTICLE XIX

### SEPARATION PROGRAM

#### SEVERANCE PLAN

- A. Upon retirement or upon death (having reached the age provided herein and having the corresponding number of years of employment), such teachers will be paid for one-half of their accumulated sick leave.
- B. Any teacher (as designated above) having reached the minimum age of forty-five (45) years and having been employed in the Douglas Schools for the minimum of ten (10) years shall be paid one-half of his or her accumulated sick leave upon terminating his or her employment in the Douglas Schools. If resignation occurs during the school year, such resignation must be appropriately approved.
- C. The amount of sick leave pay under this policy will be determined by the average of the employee's daily rate of pay over the five-year period immediately preceding retirement. Such payment will be made with the final check following the effective date of retirement.

#### VOLUNTARY SEPARATION PLAN

- A. Full-time certified employees, upon written application and approval by the Superintendent of schools **or designee**, may participate in a voluntary separation program. In case of death, where the individual qualifies and has been approved by the Board for voluntary separation, all benefits will be paid according to Board Policy and/or Negotiated Agreement in one lump sum.
  - 1. The total amount of voluntary separation benefits paid in any one fiscal year shall not exceed 2% of the budget for certified instructional salaries in that year.
  - 2. In the event applications exceed funds available under the 2% limitations, consideration for voluntary separation benefits will be based upon (1) years of service at Douglas School District, (2) Authorization to Hire date, (3) highest level of education, and finally (4) the date the application is received by the board secretary or his/her designee.
  - 3. Should extra funds be made available after the application submission date, consideration will be given to applicants through a first come/first serve scenario with preference to those who meet the seniority years of service requirement.

B. Program Eligibility and Provisions

1. Eligible employees must have at least thirty (30) years of service in the District. The calendar year applicable to this policy shall be from July 1 through June 30.
2. Applications must be submitted in writing by September 1 of the elected school year of separation and the Board will approve voluntary separation applications at the next Board meeting. Approval of an employee's application for the voluntary separation program will be considered a voluntary resignation and termination of the employee's continuing contract. If an applicant is not approved for voluntary separation, they may, in writing to the Board, recall the application, no later than January 1.
3. Program benefits will be paid as follows:  
  
After applying a., one of the following options (b, c, or d) is to be selected by the employee:
  - a. If deemed eligible for the SDRS Special Pay Plan, the maximum amount eligible will be deposited into the SDRS Special Pay Plan. To be eligible, each of the following provisions must apply:
    - i. An employee is age 55 or has reached the first day of the calendar month prior to the employee's 55<sup>th</sup> birthday; and
    - ii. An employee is receiving special pay of \$600 or more.
  - b. Any funds not eligible for the SDRS Special Pay Plan may be deposited into the SDRS Supplemental Retirement Plan and/or an eligible 403b with the final payment of the elected year of separation. Any remaining funds (greater than the amount deposited into a. and b. above) will be paid in a single payment included in the final payment of the elected year of separation; OR
  - c. Any funds not eligible for the SDRS Special Pay Plan may be paid in a single payment on January 21 during the school year following the elected year of separation; OR
  - d. Any funds not eligible for the SDRS Special Pay Plan may be paid in a single payment on January 21 during the three (3) school years following the elected year of separation.
4. Employees on leave of absence, excluding those leaves that are related to personal illness, are not eligible to participate in this program.

5. Only certified staff reimbursed on the salary schedule contained in this Agreement (Appendix "A") are eligible.
6. Employees hired for the 2017-18 school year and thereafter are not eligible for this program.
7. Employees must notify the Business Office of choice b, c, or d by April 1.

C. Payment Formula

The voluntary separation payment is calculated by taking 5% of the current salary multiplied by the number of full years (up to a maximum of twenty years) service in the District. "Current Salary" shall be defined as the annual salary for certified full-time positions as defined by the salary schedule (Appendix "A"). "Current Salary" does not include extra-duty pay, contract extensions, or other payments above the amounts specified by the salary schedule. The maximum amount of payment eligible in this program is limited to \$60,000 per employee.

## ARTICLE XX

### SALARY AND TEACHER CLASSIFICATION

A. Salary Schedule - General Provisions

1. The salary schedule shall be in accordance with the attached Appendix A. All teachers shall be paid in accordance with the provisions of Appendix A. **New base is \$48,275.**
2. Individuals will be placed on the schedule at the levels warranted by their training, experience, position, and classification, which may include area of specialization pay. Changes in assignment during the school year shall result in corresponding salary adjustments appropriate to the new position.
3. With respect to the annual automatic incremental increases as set forth in the salary schedule, a teacher must teach for at least eighty-five (85) work days in the Douglas Schools to be entitled to the incremental increase for the following year.
4. The deadline for submitting transcripts for lane changes is June 30 effective the following school year. The documents must be in the Personnel Office by June 30<sup>th</sup> so that payroll adjustment can be made.

5. Teachers possessing a bachelors or higher degree who do not qualify for a regular South Dakota Teacher's Certificate and are issued a "limited" certificate, will receive two hundred (\$200) less than the amount specified on the basic schedule.

B. Experience Increments

1. Professional employees new to Douglas School District may receive up to seven (7) years of credit on the salary schedule for approved teaching experience outside the school District. Partial years of experience may be combined to qualify for a full year of experience. In addition a single partial year, consisting of at least eighty-five (85) worked days may be counted as a full year of experience. Additional credit will be granted for any previous experience acquired in the Douglas School District not to exceed a total of seven (7) years experience credit. Retire/rehire teachers begin at Step 0.
2. Previous teaching experience for which credit is given from districts other than Douglas must be verified by the teacher.
3. New employees receiving extra-duty allowances identified in Appendix B may be granted a maximum of 7 years credit on the schedule for comparable prior experience. Verification of experience is the responsibility of the employee.

C. Master's Degree Requirements

To qualify for the master's degree allowance, a teacher must have his/her graduate training in areas applicable to the areas of his/her professional responsibility. If a master's degree is in an educationally related field such as guidance or administration, a teacher may receive the master's degree allowance upon approval of the Superintendent or designee of schools.

D. Master's Plus Thirty / Master's Plus Forty-Five Requirements

1. To qualify for the Master's Plus Thirty / Forty-Five semester hours allowance, one half of all hours taken after July 1, 1989, must be graduate. All hours must be taken subsequent to receiving the Master's Degree and must be approved by the Superintendent of schools **or designee** in terms either of the candidate's assignment and major responsibility or in terms of anticipated staffing needs of the School District.
2. Programs proposed by individuals currently employed by the Douglas School District must be reviewed and approved in advance by the Superintendent or designee to be sure they can be recognized.

3. Credit earned through participation in in-service programs financed by the School District do not count toward the Master's Plus Thirty or Master's Plus Forty-Five status on the salary schedule.
4. Credit earned after July 1, 2001, for MA+45 employees in the Ed. Spec Degree or Masters +45 column will be reimbursed up to MA+60 hours as per Article XX, Section F.

F. Areas of Specialization Pay (PROFESSIONAL GROWTH PLANS)

1. To receive any area of specialization pay, an employee must have a previously approved Professional Growth Plan. This plan should be submitted on Form S-196 and include:
  - a. The overall objectives.
  - b. How the above objectives relate to his or her employment in the Douglas School District.
  - c. The courses and credit hours proposed to be taken.
  - d. The majors or minors obtained or affected by the additional credits.
  - e. The institution to be attended to obtain this training and/or the next higher degree.
2. Staff members who have received area of specialization pay in previous years must include all previously approved courses for area of specialization pay in their plan.
3. In previously approved areas of specialization, professional employees may earn \$50.00 per semester hour. Payment will be made only when ten (10) semester hours have been accumulated beyond the Bachelors or Masters degree. Payment for hours acquired beyond the initial ten (10) will be accumulated and paid annually.

Staff members who have received previously approved area of specialization pay and have attained the next highest degree, may continue their plan without interruption of payment as long as courses to be taken were previously approved.

Within the first forty-five (45) days of employment, new staff may submit a Professional Growth Plan including previously earned credits beyond the date of their degree.

Acceptance of such credits will be at the discretion of the Superintendent of schools **or designee.**

4. The accumulated amount will be added to the employee's contract each year until qualifying for the next higher degree. Area of specialization pay shall never exceed the amount of the next highest degree.
5. Payment for area of specialization pay will be made in lump sum payments. Payments will be made on the 7th of October for those courses taken and submitted on official transcript to the Personnel Office by August 31st. Payment will be made on the 21st of June for those courses submitted on official transcript to the Personnel Office by the last day of school. (Such courses must be approved by the Superintendent or designee of schools.)
6. When the School District expends funds for in-service programs and credit is earned by participants, such hours will not qualify for area of specialization pay.

G. Payment of Salary

Payroll distribution will be made on a 10- or 12-month schedule. Whichever pay distribution is chosen will be irrevocable until the following year's contract. All payroll distributions will be deposited automatically into the employee's designated account.

If the 7th or 21st of the month falls on Saturday or Sunday, salary payment should be made on the Friday before. If the 7th or 21st falls on a holiday, salary payment should be made on the day before.

H. Extra- Duty Contract Payments

Extra-duty contract payments will be paid as part of the employee's elected semi-monthly contractual amount. However, at the time the contract is signed, individuals may elect to receive a lump sum payment. Such payment will be issued upon verification of the completion of the extra-duty assignment by the appropriate administrator.

## **ARTICLE XXI**

### **MILEAGE**

Teachers who may be assigned to more than one building and are required to use their own vehicles for such travel, and teachers on approved professional leave allowed for travel, shall be paid mileage for such travel at the rate established in Board of Education Policy GCLA.

## ARTICLE XXII

### PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

- A. The District shall deduct dues from the salaries of teachers for continuing membership in the United Teaching Profession Association, South Dakota Education Association, and the National Education Association, provided that at the time of such deduction the District has in its possession a current, unrevoked written assignment executed by the teacher in the form and according to the terms of the authorization form. Such authorizations may be revoked by the teacher at any time by giving written notice to the District and the Association by letter. In the event of a revocation submitted after October 1 of any year, the remainder of that year's dues and contributions shall be deducted from the teacher's next paycheck and transmitted to the Association.
- B. At least forty-five (45) days prior to the beginning of the school year, the Association shall certify to the Board, in writing, the current rate of membership dues of each UTP organization named above. If an organization changes the amount of its membership dues, the Association will give the Board forty-five (45) days written notice prior to the effective date of such change, and such change shall be effective only upon written assurance by the Association to the District that such additional amounts are regular dues duly approved in accordance with the constitution and bylaws of the appropriate organization.
- C. Semi-monthly deductions will be made in twenty (20) equal consecutive installments commencing with the first payroll period in October so that all dues will have been deducted by the end of the twentieth semi-monthly pay period thereafter. As for authorizations which are received by the District's Payroll Office after the first payroll period in October, deductions will be prorated over the remaining deduction period referred to above. The Board shall not be required to honor for a current semi-monthly deduction, any authorizations that are delivered to the District's Payroll Office later than the last working day prior to the distribution of the payroll for which the deductions are to be made. Such deductions shall commence with the next following payroll disbursement.
- D. In accordance with the provisions of the Dues Authorization form and provided that such authorization is unrevoked at the time, all remaining unpaid dues shall be deducted from the final paycheck of a teacher leaving the employment of the District before the end of the school year.
- E. Authorized deductions shall be remitted to the Association no later than the first day of each month following such deductions.
- F. Previously signed and unrevoked written authorizations shall continue to be effective as to teachers reinstated following an unpaid absence not exceeding ninety (90) days. Previous authorizations of other teachers reinstated shall not be considered to be effective.

- G. The District shall not be liable for the remittance of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any teacher as above provided, it shall make that deduction from the teacher's next pay period in which Association dues are normally deducted after written notification to the District of the error. If the District makes an overpayment to the Association, the District will deduct that amount from the next remittance to the Association. The Association agrees to indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District under the provisions of this article.

## ARTICLE XXIII

### STUDENT DISCIPLINE AND TEACHER PROTECTION

#### A. Assault Upon Teachers

1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Such report shall be reduced to writing by the teacher as soon as reasonably possible.
2. Such notification shall be immediately forwarded to the Superintendent **or designee**, and following the incident, the Superintendent, or his designee, and the teacher shall comply with any reasonable request from the other for information in their possession relating to the incident or the persons involved.

#### B. Disruptive Students

1. When, in the judgment of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may send the student from the classroom and refer him /her to the principal, or his/her designee, together with a statement of the reason for such referral. In such cases, the teacher shall confer on the same day with the principal or his/her designee who, if necessary, shall arrange as soon as possible, and under normal circumstances not later than the conclusion of the following day, a conference between himself/herself and the teacher and any other appropriate persons to discuss the problem and to decide upon appropriate steps for its resolution.

## ARTICLE XXIV

### MATTERS NOT COVERED

With regard to matters and Board policies not covered by this Agreement, it is understood that such matters and policies are management prerogatives which may be continued, discontinued or changed by the sole discretion of the Board.

## ARTICLE XXV

### MISCELLANEOUS PROVISIONS

#### A. Copies and Posting of Agreement

~~Upon the execution of this Agreement, ten (10) copies thereof shall be furnished by the District to the Association, and the Association shall be responsible for posting a copy of the Agreement in each school building.~~ On or before the commencement of the 2022-23 school year, each teacher will be provided with an electronic copy of this Agreement via the District website.

#### B. Savings Clause

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In that event the parties to this Agreement shall meet immediately and negotiate a substitute provision.

**ARTICLE XXVI**

**EFFECTIVE DATE; DURATION OF AGREEMENT; AND NEGOTIATION PROCEDURES**

This Agreement shall be effective as of the 15th day of August, 2022, and shall continue in full force and effect until the beginning of the school term in 2023, and shall continue in effect from year to year thereafter, provided, however, that if either party desires to amend or terminate this Agreement, such party shall give written notice to the other party of such desire, which notice shall be served by either the Board or the Association upon the other no sooner than February 1, 2023, and no later than February 15, 2023. In the event such notice is given, the party giving such notice, if amendments to the Agreement are requested, shall submit the proposed amendments in writing to the other party within fifteen calendar days thereafter, and the other party shall submit whatever amendments it wishes to submit within fifteen days thereafter. All other provisions of this Agreement shall automatically continue in full force and effect for the next succeeding year, subject, however, to the provisions of Article XXV B, hereof. Negotiations shall then commence and proceed as mutually agreed to by the parties. Negotiations shall be governed by the provisions of SDCL 3-18 as they now exist or as they may be amended from time to time by legislative process.

Dated at Box Elder, South Dakota, this   11th   day of   July   2022.

DOUGLAS EDUCATION ASSOCIATION

DOUGLAS SCHOOL DISTRICT 51-1

BY: \_\_\_\_\_  
President  
Summer Hager

BY: \_\_\_\_\_  
President, Board of Education  
Cathleen Melendez

**DOUGLAS SCHOOL DISTRICT  
2022 - 2023 APPROVED CERTIFIED SALARY SCHEDULE**

<u>Experience Step</u>	<u>Bachelors Degree</u>	<u>Masters Degree</u>	<u>Masters Plus 30</u>	<u>Ed Spec Degree or Masters +45</u>
0	\$48,275	\$53,275	\$58,275	\$63,275
1	\$49,025	\$54,025	\$59,025	\$64,025
2	\$49,775	\$54,775	\$59,775	\$64,775
3	\$50,525	\$55,525	\$60,525	\$65,525
4	\$51,275	\$56,275	\$61,275	\$66,275
5	\$52,025	\$57,025	\$62,025	\$67,025
6	\$52,775	\$57,775	\$62,775	\$67,775
7	\$53,525	\$58,525	\$63,525	\$68,525
8	\$54,275	\$59,275	\$64,275	\$69,275
9	\$55,025	\$60,025	\$65,025	\$70,025
10	\$55,775	\$60,775	\$65,775	\$70,775
11	\$56,525	\$61,525	\$66,525	\$71,525
12	\$57,275	\$62,275	\$67,275	\$72,275

### EXTRA-DUTY AND OTHER ALLOWANCES

The following conditions govern the extra-duty allowances identified below:

1. Extra-duty allowance shall be considered negotiated through the 2022-23 school year.
2. A maximum of seven (7) years out-of-district experience may be granted to new employees for comparable experience. Verification of experience is the responsibility of the employee.
3. All supervising personnel are expected to properly identify and distribute materials and equipment to student participants and to keep an accurate accounting of who has such materials and equipment. At the termination of that activity, the supervising personnel are to collect materials and equipment within two (2) weeks after the termination of the activity. At that time, they shall also submit an inventory of materials and equipment with a purchase order request for additional or replacement materials for the ensuing year.
4. Extra-duty contract payments will be paid as part of the employee's elected semi-monthly contractual amount. However, at the time the contract is signed, individuals may elect to receive a lump sum payment. Such payment will be issued upon verification of the completion of the extra-duty assignment by the appropriate administrator.
5. \*Competitive Dance and \*Competitive Cheer contracts will stipulate they have separate practices or a different coach than Football and Basketball Cheer.

### COMPENSATION FOR ATHLETIC/ACTIVITY FUNCTIONS

Certified staff who assist at athletic/activity functions shall be paid at the following rates:

Middle School - \$15.00 per hour

High School - \$15.00 per hour

Intramurals - Moved to Category 8 (minimum of 35 hours)

All certified staff shall be given an opportunity to assist at these functions before assignments are made.

## CATEGORY 8 – INTRAMURALS

The following are considered “Intramurals” and will be reimbursed on Appendix B – Category 8:

1. Elementary Basketball (Girls)
2. Elementary Basketball (Boys)
3. Elementary Volleyball (Girls)
4. 6<sup>th</sup> Grade Basketball (Girls)
5. 6<sup>th</sup> Grade Basketball (Boys)
6. 6<sup>th</sup> Grade Volleyball (Girls)

To be reimbursed as an intramural coach, the coach must spend at least 35 hours with students during the “season”.

~~All Douglas Intramural coaches will start at step 0 during the 2008-2009 contract year. Each year thereafter, the coach will earn one experience step for each year coached in a specific intramural listed above, according to the steps listed on the schedule.~~

~~Only experience in Douglas Intramurals beginning 2008-2009 will be considered when placing a coach on the appropriate step. The experience will be considered separately for each intramural listed above. An intramural coach new to Douglas will be placed on step 0.~~

~~Any Douglas activities that are to be added to the Intramurals listed above will only be considered during negotiations between the Douglas School Board and the Douglas Education Association.~~

**APPENDIX "B"**

**2022-23**

**High School, Middle School, Elementary**

Exp	CAT 0	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6	CAT 7	CAT 8
	<b>13.20%</b>	<b>11.40%</b>	<b>8.20%</b>	<b>6.40%</b>	<b>5.95%</b>	<b>4.55%</b>	<b>3.65%</b>	<b>3.20%</b>	<b>2.30%</b>
<b>0</b>	\$48,275	\$5,503	\$3,959	\$3,090	\$2,872	\$2,197	\$1,762	\$1,545	\$1,110
<b>1</b>	\$49,025	\$5,589	\$4,020	\$3,138	\$2,917	\$2,231	\$1,789	\$1,569	\$1,128
<b>2</b>	\$49,775	\$5,674	\$4,082	\$3,186	\$2,962	\$2,265	\$1,817	\$1,593	\$1,145
<b>3</b>	\$50,525	\$5,760	\$4,143	\$3,234	\$3,006	\$2,299	\$1,844	\$1,617	\$1,162
<b>4</b>	\$51,275	\$5,845	\$4,205	\$3,282	\$3,051	\$2,333	\$1,872	\$1,641	\$1,179
<b>5</b>	\$52,025	\$5,931	\$4,266	\$3,330	\$3,095	\$2,367	\$1,899	\$1,665	\$1,197
<b>6</b>	\$52,775	\$6,016	\$4,328	\$3,378	\$3,140	\$2,401	\$1,926	\$1,689	\$1,214
<b>7</b>	\$53,525	\$6,102	\$4,389	\$3,426	\$3,185	\$2,435	\$1,954	\$1,713	\$1,231
<b>8</b>	\$54,275	\$6,187	\$4,451	\$3,474	\$3,229	\$2,470	\$1,981	\$1,737	\$1,248
<b>9</b>	\$55,025	\$6,273	\$4,512	\$3,522	\$3,274	\$2,504	\$2,008	\$1,761	\$1,266
<b>10</b>	\$55,775	\$6,358	\$4,574	\$3,570	\$3,319	\$2,538	\$2,036	\$1,785	\$1,283
<b>11</b>	\$56,525	\$6,444	\$4,635	\$3,618	\$3,363	\$2,572	\$2,063	\$1,809	\$1,300
<b>12</b>	\$57,275	\$6,529	\$4,697	\$3,666	\$3,408	\$2,606	\$2,091	\$1,833	\$1,317

Extra-duty salary will be based on the same step of the Bachelor column of the adopted salary schedule as years of experience in coaching, i.e. If a teacher has no experience in that activity he/she will be placed on Step 0; one year of experience will be placed on Step 1; etc.

**Category 0**

- A - HS Hd Football
- B - HS Head Track
- C - HS Head Wrestling
- D - HS Head Basketball
- E - HS Head Volleyball

**Category 4**

- A - MS Drill Team
- B - HS Chorus
- C - HS Hd FB Cheerleading
- D - HS Hd BB Cheerleading
- E - Debate

- F - Oral Interpretation
- G - HS Student Council
- H - MS Drama Fall Play
- I - MS Drama Spring Play
- J - HS Asst Drama Fall Play
- K - HS Asst Drama Spring Play
- L - Asst One Act Play

**Category 1**

- A - HS Hd Golf Fall
- B - HS Hd Golf Spring
- C - HS Band
- D - HS Hd Cross Country
- E - Competitive Dance
- F - Competitive Cheer
- G - HS Head Soccer
- H - AFJROTC

- I - HS Drama Fall Play
- J - HS Drama Spring Play
- K - One Act Play

**Category 5**

- A - MS Asst Football
- B - MS Asst Wrestling
- C - MS Asst Track
- D - HS Newspaper
- E - MS Asst Volleyball
- F - MS Asst Basketball
- G - MS Asst Cross Country
- H - HS Asst Debate

**Category 2**

- A - HS Asst Football
- B - HS Asst Basketball
- C - HS Asst Cross Country
- D - HS Asst Wrestling
- E - HS Asst Track
- F - HS Asst Volleyball
- G - HS Asst Soccer

**Category 6**

- A - ES Chorus
- B - MS Chorus
- C - MS Band
- D - MS Asst Drama Fall Play
- E - MS Asst Drama Spring Play
- F - HS Asst Fall Cheerleading
- G - HS Asst BB Cheerleading
- H - MS Asst Cheerleading

**Category 8**

- A - ES Asst Chorus
- B - MS Asst Chorus
- C - Intramurals (35 Hrs Min.)

**Category 3**

- A - MS Hd Football
- B - MS Hd Basketball
- C - MS Hd Wrestling
- D - MS Hd Track
- E - MS Hd Volleyball
- F - MS Hd Cross Country
- G - HS Hd Drill Team
- H - HS Annual Advisor

**Category 7**

- A - HS Knowledge Bowl
- B - MS Knowledge Bowl
- C - MS Student Council
- D - MS Newspaper
- E - MS Annual
- F - National Honor Society
- G - Youth 2 Youth
- H - HS/MS Robotics Advisor
- I - HS Asst Student Council





# DOUGLAS SCHOOL DISTRICT 51-1 STRATEGIC PLANNING PROPOSAL

*A Proposal for*  
**Douglas School District 51-1**

---

**Contact: Kevin Case,  
Superintendent**

May 31, 2022

Prepared by Brian Riggs, Lead Strategist

# TABLE OF CONTENTS

---

*01* • Contact & Qualifications

---

*01* • Overview

---

*02* • Our Understanding

---

*02* • What To Expect

---

*02* • Approach

---

*03* • Investment

---

*04* • Timeline

---

*04* • References

---



## CONTACT

---

### **Brian Riggs**

[brian@riggsenterprise.com](mailto:brian@riggsenterprise.com)

856-816-3928

[www.riggsenterprise.com](http://www.riggsenterprise.com)

## QUALIFICATIONS

---

Brian Riggs is the CEO and Lead Strategist for the Riggs Enterprise Corp., an organizational development firm focused on helping firms develop strategy, brand and leadership programs. Brian is a professional facilitator with over 20 years in academic, for-profit and non-profit strategy development. He understands the needs and challenges associated with both national and international organizations and incorporates a unique approach to strategic facilitation efforts. He received his undergraduate degree from the University of North Carolina, his graduate degree from Rutgers University and is a graduate of the Cornell University Change Leadership program.

## OVERVIEW

---

In his groundbreaking book entitled *Delivering Happiness*, Tony Hsieh wrote - “Why not see what happens when you challenge your [teams] to bring all of their talents to their job and reward them not for doing it just like everyone else, but for pushing the envelope, being adventurous, creative, and open-minded, and trying new things?”

We rarely take the traditional approach to helping an organization monitor, manage or re-design existing and future-focused plans. This document outlines our approach in challenging the team, stakeholders and others in thinking critically about a future plan and working together to inspire action through the plan.

Please note: This plan and all subsequent efforts will be designed to align and coincide with the current work being done in the areas of adaptive schools training and values and believes.

# OUR UNDERSTANDING

---

It is our understanding the Douglass School District 51-1 (DSD) is seeking an individual to assist in the ongoing efforts associated with the strategic plan development and implementation process. This work will consist of a review and evaluation of all DSD's former or current strategic plans, an immersive engagement within the adaptive schools and values workshops, and working directly with DSD leadership and supporting team members to provide insight and perspective, guide engagement and potentially drive implementation.

In addition to reviewing the discovery process listed below, this engagement will also include in-person facilitated session, a current state / future state workshop. monthly team check-ins and quarterly in-person team meetings (if necessary).

# WHAT TO EXPECT

---

We are excited to be a part of DSD's organizational transformation and will bring our full energy, insight, and experience to this project. While the full scope of services has yet to be fully developed, DSD leadership can expect the following from our team:

- Create a framework for current goal and strategy review to ensure current state, future state and organizational relevancy.
- An engagement that fully incorporates the values and adaptive schools' sessions.
- We will work directly with leadership to understand the strengths and blind spots of the DSD team. (This may include the review or deployment of personality tests to ensure the right team members are doing the right work.)
- In-person, fully facilitated strategy sessions whereby leadership and team members can fully engage in the design of the new plan. During this session we will explore goals, supporting strategies, conceptual challenges and challenges in the implementation of new ideas.
- As an extension of our review and engagement process, we will work closely with DSD to ensure all efforts connect with the plan and are incorporated into internal engagement tactics. Additionally, we will work with DSD to develop internal and external communication campaigns to help raise awareness for DSD. This is an often-overlooked element of strategic work but critical to team engagement, employee morale and public awareness.

# APPROACH

---

## **DISCOVERY SESSION**

To ensure alignment and expectations for a future strategy session, we will host a pre-meeting with the District team to identify the organization's most pressing issues while also focusing on what the future holds for the school district. This session can be conducted during our time together in June or August, or we will schedule a time suitable for all stakeholders..

## PRE-SESSION RESEARCH

Following our discovery session, and to lay the proper foundation for a successful program and plan, our team will formulate a comprehensive, pre-session research agenda inclusive of the following: review the successes and challenges of former plans, the deployment of online surveys to all stakeholders, interviews with District leadership, staff and community stakeholders and ongoing “check-ins” with staff and leadership. More specifically we will:

- a. Review previous documents and identify clarifying questions for staff and leadership community stakeholders.
- b. Schedule one-on-one interviews with the administrative team, the board and stakeholders (wherever possible).
- c. Begin to identify opportunities within previous trends, focus areas for the future plan and concerns among all invested parties; identify emerging and new themes / direction.
- d. Design and deploy online survey to key stakeholders.

## SESSION DESIGN

One of the strengths of our team is our ability to design custom engagements reflective of the culture and needs of the Board, staff and stakeholders. Our team will evaluate the outcomes of the discovery session and the pre-session research to create a series of rolling or ongoing engagements using contemporary techniques, team workshops and a process to ensure we reach our collective goals.

## STRATEGIC PLANNING WORKSHOP

On a date to-be-determined, Brian Riggs will kick off a series of planning sessions. The goals and structure of the workshop will be fully defined well in advance of the session with complete agendas, pre-session material and any homework delivered well in advance of the workshop.

## POST-SESSION ENGAGEMENT

Following the facilitated sessions, Brian and his team will connect directly with the leadership, staff and others to further refine the goals, strategies and tactics / KPIs. We will anticipate no more than 45 days for this work following the session, but we can certainly be available for additional time if necessary. to help manage strategy, move innovation forward and drive outcomes.

**Please note DSD will also have access to our custom strategic planning app (Monday.com) which allows all team members connected to the plan to see and manage their assignments. This app comes at an additional fee.**

# INVESTMENT

---

The estimated fee for this engagement is \$26,700. This fee includes the current plan review; up to 20 pre-session interviews; pre-session survey development and deployment (no more than 10 questions per survey); up to 10 personality assessments (each additional assessment is \$40 per); three (3) in person meetings including the kickoff session; eight (8) additional teleconference or video meetings; ongoing plan management via mobile app optional. It is inclusive of all travel and lodging.

# TIMELINE

---

Work to begin in August and continue through December. All in-person meetings to be scheduled no later than July 15, 2022

# REFERENCES

---

To learn more about our work on strategy development please contact:

**CHERISE IMAI, EXECUTIVE DIRECTOR**

Military Interstate Children's Compact Commission (MIC3)

cimai@csg.org

859-244-8069

859-469-0102

To learn more about our work on internal engagement and inspired workforce development please contact:

**CALVIN LAM, VP STRATEGY**

GBC International Bank

clam@gcbib.com

415-635-9972

To learn more about our work on internal and external branding concepts please contact:

**MIKE ROSIAK, CHIEF OPERATING OFFICER**

Weisman Children's Hospital

mrosiak@weismanchildrens.com

856-701-3510

**CONTINGENCY TRANSFERS  
FY 22 JUNE 30, 2022**

	<u>AMOUNT</u>	<u>TO ACCOUNT</u>	<u>AMOUNT</u>
FUND 10	\$23,980.41	10-1111-012-000-140	\$23,980.41
	\$51,161.67	10-1121-020-000-111	\$51,161.67
	\$4,699.00	10-1121-020-000-230	\$4,699.00
	\$23,420.58	10-1131-030-000-230	\$23,420.58
	\$4,840.92	10-2134-006-000-121	\$4,840.92
	\$4,349.24	10-2213-002-000-319	\$4,349.24
	\$4,242.72	10-2315-001-000-319	\$4,242.72
	\$1,514.35	10-2317-000-000-319	\$1,514.35
	\$2,718.34	10-2321-001-000-230	\$2,718.34
	\$49,422.15	10-2541-005-000-319	\$49,422.15
	\$31,942.49	10-2541-005-000-321	\$31,942.49
	\$10,445.34	10-2543-005-000-411	\$10,445.34
	\$1,891.74	10-2543-005-000-479	\$1,891.74
	\$5,059.42	10-2552-050-000-114	\$5,059.42
	\$19,787.94	10-2554-050-000-140	\$19,787.94
	\$35,279.34	10-2554-050-000-413	\$35,279.34
	\$10,715.21	10-2641-003-000-114	\$10,715.21
	\$1,464.14	10-2641-003-000-140	\$1,464.14
<b>FUND TOTAL</b>	<b>\$286,935.00</b>		<b>\$286,935.00</b>
FUND 22	\$6,752.46	22-1221-014-004-112	\$6,752.46
	\$7,734.54	22-2113-006-002-313	\$7,734.54
<b>FUND TOTAL</b>	<b>\$14,487.00</b>		<b>\$14,487.00</b>
<b>GRAND TOTAL</b>	<b>\$301,422.00</b>		<b>\$301,422.00</b>

**SUPPLEMENTAL BUDGET  
FY 22 JUNE 30, 2022**

	<u>AMOUNT</u>	<u>TO ACCOUNT</u>	<u>AMOUNT</u>	<u>FROM ACCOUNT</u>
FUND 10	\$92,025.43	10-1131-013-000-111	\$92,025.43	Impact Aid/Reserve
	\$58,512.82	10-1111-013-000-140	\$58,512.82	Impact Aid/Reserve
	\$39,599.68	10-1111-013-000-230	\$39,599.68	Impact Aid/Reserve
	\$18,481.96	10-1111-014-000-111	\$18,481.96	Impact Aid/Reserve
	\$18,501.52	10-2542-005-000-114	\$18,501.52	Impact Aid/Reserve
	\$15,293.34	10-2542-005-000-411	\$15,293.34	Impact Aid/Reserve
	\$1,525.22	10-2542-010-000-321	\$1,525.22	Impact Aid/Reserve
	\$7,061.57	10-2542-012-000-321	\$7,061.57	Impact Aid/Reserve
	\$12,888.46	10-2542-013-000-230	\$12,888.46	Impact Aid/Reserve
	\$3,205.41	10-2542-013-000-321	\$3,205.41	Impact Aid/Reserve
	\$7,059.82	10-2542-014-000-321	\$7,059.82	Impact Aid/Reserve
	\$8,183.86	10-2542-020-000-230	\$8,183.86	Impact Aid/Reserve
	\$9,574.18	10-2542-020-000-321	\$9,574.18	Impact Aid/Reserve
	\$162.28	10-2542-030-000-230	\$162.28	Impact Aid/Reserve
	\$13,067.99	10-2542-030-000-321	\$13,067.99	Impact Aid/Reserve
<b>FUND TOTAL</b>	<b><u>\$305,143.54</u></b>		<b><u>\$305,143.54</u></b>	
FUND 21	\$89,214.86	21-1111-015-321-319	\$89,214.86	COF RESERVE
	\$1,106,522.20	21-1131-030-321-319	\$1,106,522.20	COF RESERVE
	\$519.98	21-2521-004-000-360	\$519.98	COF RESERVE
	\$1,059.27	21-2549-000-000-360	\$1,059.27	COF RESERVE
	\$1,154.20	21-6900-030-000-549	\$1,154.20	COF RESERVE
<b>FUND TOTAL</b>	<b><u>\$1,198,470.51</u></b>		<b><u>\$1,198,470.51</u></b>	
FUND 22	\$5,210.30	22-2113-006-002-313	\$5,210.30	SPED RESERVE
	\$1,239.54	22-2142-006-002-313	\$1,239.54	SPED RESERVE
	\$1,428.65	22-2730-006-004-230	\$1,428.65	SPED RESERVE
	\$2,586.78	22-2750-006-000-371	\$2,586.78	SPED RESERVE
<b>FUND TOTAL</b>	<b><u>\$10,465.27</u></b>		<b><u>\$10,465.27</u></b>	
<b>GRAND TOTAL</b>	<b><u><u>\$1,514,079.32</u></u></b>		<b><u><u>\$1,514,079.32</u></u></b>	

# 2021-2022 Surplus Form

Douglas School District 51-1

Equipment, Furniture, Misc.

<b>PRINCIPAL/ ADMIN:</b>	Lane Johnson, Technology Coordinator		<b>Date:</b>	6/27/2022		
<b>SECRETARY</b>			<b>Location of items:</b>	Various		
<b>BUILDING/ DEPT:</b>	Technology		<b>Bldg:</b>		<b>Rm #:</b>	
			<b>Total boxes/items to be picked up:</b>			

SPECIAL INSTRUCTIONS/ NOTES:

<input type="checkbox"/> Computer Equip. <input type="checkbox"/> Furniture <input type="checkbox"/> Uniforms <input type="checkbox"/> Food Service Equip. <input type="checkbox"/> Misc Items	<b>CONDITION CODES:</b> U = Useable N = Not Useable R = Repairable D = Damaged
--	---

RM #	QTY	Description	Model # or Douglas #	Serial #	Condition Code (see above)	Sale	Dispose
	1	Apple Computer	220004222	QP91701A259	U	X	
	1	Apple Computer - Laptop	220004344	SW89261YQ7XK	U	X	
	1	Apple Computer - Desktop	220004685	SQP0250BP5PC	U	X	
	1	Apple Computer - Laptop	220005060	W803449LAGW	N	X	
	1	Apple Computer - Laptop	220005206	C17G1PQRDH2G	U	X	
	1	Apple Computer - Laptop	220005237	C17G1PBDDH2G	U	X	
	1	Apple Computer - Laptop	220005264	C17G1PQGDH2G	U	X	
	1	Apple Computer - Laptop	220005268	C17G1PR2DH2G	U	X	
	1	Apple Computer - Mini	220005362	C07FQ022DD6H	U	X	
	1	Apple Computer - Mini	220005363	SC07FQ038DD6H	U	X	
	1	Apple Computer - Mini	220005364	C07FQ0Z3DD6H	U	X	
	1	Apple Computer - Laptop	220005413	CQ2HG37JDV7M	U	X	
	1	Apple Computer - Desktop	220005475	SD25HR0N2DHJF	U	X	
	1	Apple Computer - Desktop	220005476	D25HR0NDDHJF	U	X	
	1	Apple Computer - Laptop	220005603	C02J2P8NDTY3	U	X	
	1	Apple Computer - Mini	220005713	SC07KL332DWYL	U	X	
	1	Apple Computer - Mini	220005714	C07KL2ZYDWYL	U	X	
	1	Apple Computer - Mini	220005715	C07KL4CEDWYL	U	X	
	1	Apple Computer - Mini	220005716	C07KL6JYDWYL	U	X	
	1	Apple Computer - Mini	220005717	C07KL6J7DWYL	U	X	
	1	Apple Computer - Mini	220005718	C07KL448DWYL	U	X	
	1	Apple Computer - Mini	220005719	SC07KL65JDWYL	U	X	
	1	Apple Computer - Mini	220005720	C07KL6ADDWYL	U	X	
	1	Apple Computer - Mini	220005722	SC07KL53TDWYL	U	X	
	1	Apple Computer - Mini	220005723	C07KL338DWYL	U	X	
	1	Apple Computer - Mini	220005724	SC07KL323DWYL	U	X	
	1	Apple Computer - Mini	220005727	C07KL3VGDWYL	U	X	

	1	Apple Computer - Mini	220005728	SC07KL4MEDWYL	U	X	
	1	Apple Computer - Mini	220005729	C07KL4LBDWYL	U	X	
	1	Apple Computer - Mini	220005730	C07KL650DWYL	U	X	
	1	Apple Computer - Mini	220005733	SC07KL4L3DWYL	U	X	
	1	Apple Computer - Mini	220005734	C07KL6JDDWYL	U	X	
	1	Apple Computer - Mini	220005735	C07KL6J5DWYL	U	X	
	1	Apple Computer - Mini	220005736	SC07KL3YXDWYL	U	X	
	1	Apple Computer - Mini	220005737	<b>No Ivanti Record</b>	U	X	
	1	Apple Computer - Mini	220005738	SC07KL51SDWYL	U	X	
	1	Apple Computer - Mini	220005739	C07KL6B2DWYL	U	X	
	1	Apple Computer	220005740	Unknown	U	X	
	1	Apple Computer	220005741	Unknown	U	X	
	1	Apple Computer	220005742	Unknown	U	X	
	1	Apple Computer	220005743	Unknown	U	X	
	1	Apple Computer	220005744	Unknown	U	X	
	1	Apple Computer - Laptop	220005749	SC02KV007FGGH	U	X	
	1	Apple Computer - Laptop	220005752	C02KV036FGFH	U	X	
	1	Apple Computer - Laptop	220005753	C02KV034FGFH	U	X	
	1	Apple Computer - Laptop	220005756	SC02KV026FGFH	U	X	
	1	Apple Computer - Mini	220005764	C07L103MDY3J	U	X	
	1	Apple Computer - Desktop	220005767	SC02KM41QDNCR	U	X	
	1	Apple Computer - Desktop	220005768	SC02KM646DNCR	U	X	
	1	Apple Computer - Desktop	220005769	SC02KM6EEDNCR	U	X	
	1	Apple Computer - Desktop	220005778	SC02KM3HSDNCR	U	X	
	1	Apple Computer - Desktop	220005780	C02KM3U6DNCR	U	X	
	1	Apple Computer - Desktop	220005782	C02KM9GCDNCR	U	X	
	1	Apple Computer - Desktop	220005784	C02KM413DNCR	U	X	
	1	Apple Computer - Desktop	220005785	C02KM5VDDNCR	U	X	
	1	Apple Computer - Desktop	220005786	C02KM3U7DNCR	U	X	
	1	Apple Computer - Desktop	220005787	C02KM4FTDNCR	U	X	
	1	Apple Computer - Desktop	220005788	C02KM5ZHDNCR	U	X	
	1	Apple Computer - Desktop	220005789	C02KM3TNDNCR	U	X	
	1	Apple Computer - Desktop	220005790	SC02KM9RLDNCR	U	X	
	1	Apple Computer - Desktop	220005791	C02KM3TRDNCR	U	X	
	1	Apple Computer - Desktop	220005792	C02KM5W4DNCR	U	X	
	1	Apple Computer - Desktop	220005793	SC02KM689DNCR	U	X	
	1	Apple Computer - Desktop	220005794	C02KM5XFDNCR	U	X	
	1	Apple Computer - Desktop	220005795	C02KM3K4DNCR	U	X	

1	Apple Computer - Desktop	220005796	C02KM3VRDNCR	U	X	
1	Apple Computer - Desktop	220005797	C02KM4H9DNCR	U	X	
1	Apple Computer - Desktop	220005798	C02KM5WVDNCR	U	X	
1	Apple Computer - Desktop	220005799	C02KM44EDNCR	U	X	
1	Apple Computer - Desktop	220005800	C02KM3KKDNCR	U	X	
1	Apple Computer - Desktop	220005802	SC02KM9ELDNCR	U	X	
1	Apple Computer - Desktop	220005803	C02KM9EXDNCR	U	X	
1	Apple Computer - Desktop	220005804	SC02KM5HLDNCR	U	X	
1	Apple Computer - Desktop	220005806	SC02KMA8JDNCR	U	X	
1	Apple Computer - Desktop	220005807	C02KM5UZDNCR	U	X	
1	Apple Computer - Desktop	220005808	SC02KM6AYDNCR	U	X	
1	Apple Computer - Desktop	220005809	SC02KM9FBDNCR	U	X	
1	Apple Computer - Desktop	220005810	SC02KM9P5DNCR	U	X	
1	Apple Computer - Desktop	220005812	C02KMA6ZDNCE	U	X	
1	Apple Computer - Desktop	220005813	C02KM9PWDNCR	U	X	
1	Apple Computer - Laptop	220005824	C02KFDSMDV33	U	X	
1	Apple Computer - Laptop	220006011	C02N2AJZG085	U	X	
1	Apple Computer - Laptop	220006019	C02J2AKLG085	U	X	
1	Apple Computer - Laptop	220006020	C02N2AR9G085	U	X	
1	Apple Computer - Laptop	220006029	C02N2G5RG085	U	X	
1	Apple Computer - Laptop	220006031	C02N2P0PG085	U	X	
1	Apple Computer - Laptop	220006038	C02N2P23G085	U	X	
1	Apple Computer - Laptop	220006039	C02N2P28G085	U	X	
1	Apple Computer - Laptop	220006056	C02N2JQNG085	U	X	
1	Apple Computer - Laptop	220006064	C02N2P2UG085	U	X	
1	Apple Computer - Laptop	220006069	C02N2P2NG085	U	X	
1	Apple Computer - Laptop	220006073	C02N2P2BG085	U	X	
1	Apple Computer - Laptop	220006102	C02NJDQC085	U	X	
1	Apple Computer - Laptop	220006118	C02NJD7G085	U	X	
1	Apple Computer - Laptop	220006129	C02N2AL7G085	U	X	
1	Apple Computer - Laptop	220006130	C02N2FUTG085	U	X	
1	Apple Computer - Laptop	220006132	C02N2FXZG085	U	X	
1	HP 840 Laptop	220006170	CNU43095L8	U	X	
1	HP 840 Laptop	220006171	CNU43095JS	U	X	
1	HP 840 Laptop	220006172	CNU43095WC	U	X	
1	HP 840 Laptop	220006173	CNU43095KT	U	X	
1	HP 840 Laptop	220006180	CNU43095VL	U	X	
1	HP 840 Laptop	220006181	CNU43095Q8	U	X	

	1	HP 840 Laptop	220006202	CNU43095P4	U	X	
	1	HP 840 Laptop	220006206	CNU43095WN	U	X	
	1	iPad	240000163	GB028AXBZ38	U	X	
	1	iPad	240000191	DN6GXUEADKPJ	U	X	
	1	iPad	240000242	DMPJ1YKQDJ8V	U	X	
	1	iPad	240000245	DMPJ230PDJ8R	U	X	
	1	iPad	240001542	F9FMTBV9FCM5	U	X	
	1	iPad	240001543	F9FMT5H7FCM5	U	X	
	1	iPad	240001544	F9FMT5PWFCM5	U	X	
	1	iPad	240001545	F9FMT1B5FCM5	U	X	
	1	iPad	240001546	F9FMR650FCM5	U	X	
	1	iPad	240001569	F9FMT7MFCM5	U	X	
	1	iPad	240001577	F9FMTBCHFCM5	U	X	
	1	iPad	240001592	F9FMT7B6FCM5	U	X	
	1	iPad	240001593	F9FMT9FGFCM5	U	X	
	1	Smartboard	250000001	C022FW51B1350	U		X
	1	Smartboard	250000003	SB680R2780802	U		X
	1	Smartboard	250000004	SB680M2C78917	U		X
	1	Smartboard	250000005	G012GW35P0176	U		X
	1	Smartboard	250000006	SB680M2C78915	U		X
	1	Smartboard	250000007	SB68R29411891	U		X
	1	Smartboard	250000008	SB680R2552094	U		X
	1	Smartboard	250000009	SB680M2E17309	U		X
	1	Smartboard	250000010	SB680R2A87852	U		X
	1	Smartboard	250000011	SB680R1206654	U		X
	1	Smartboard	250000012	SB680R2A87771	U		X
	1	Smartboard	250000013	SB680R2A87867	U		X
	1	Smartboard	250000014	SB680M2C78912	U		X
	1	Smartboard	250000015	SB680R1219309	U		X
	1	Smartboard	250000017	SB680R27890692	U		X
	1	Smartboard	250000018	SB680R1219294	U		X
	1	Smartboard	250000019	SB680M2E17319	U		X
	1	Smartboard	250000020	SB680R2941892	U		X
	1	Smartboard	250000021	SB680M2001025	U		X
	1	Smartboard	250000022	SB680M2E17314	U		X
	1	Smartboard	250000023	SB680R2789701	U		X
	1	Smartboard	250000024	C022FW51B1314	U		X
	1	Smartboard	250000025	SB680R2696745	U		X

	1	Smartboard	250000026	SB680R2696526	U		X
	1	Smartboard	250000027	SB680R2941888	U		X
	1	Smartboard	250000028	SB680R2732901	U		X
	1	Smartboard	250000030	SB680R2941900	U		X
	1	Smartboard	250000031	SB680R2941869	U		X
	1	Smartboard	250000032	SB680M2E17316	U		X
	1	Smartboard	250000034	SB680M2C78913	U		X
	1	Smartboard	250000035	SB680R2696507	U		X
	1	Smartboard	250000036	SB680R1219306	U		X
	1	Smartboard	250000038	SB680R2553344	U		X
	1	Smartboard	250000039	SB680R2554679	U		X
	1	Smartboard	250000040	SB680M2E16583	U		X
	1	Smartboard	250000041	SB680M2C78895	U		X
	1	Smartboard	250000042	SB680M2E17375	U		X
	1	Smartboard	250000043	C022FW51B1337	U		X
	1	Smartboard	250000044	SB680M2C95709	U		X
	1	Smartboard	250000046	SB680M2E16750	U		X
	1	Smartboard	250000047	SB680R2673212	U		X
	1	Smartboard	250000048	SB680R2673207	U		X
	1	Smartboard	250000049	SB680M2C78887	U		X
	1	Smartboard	250000050	SB680R2521518	U		X
	1	Smartboard	250000051	SB680R2941876	U		X
	1	Smartboard	250000052	SB680R2673210	U		X
	1	Smartboard	250000053	SB680R2673215	U		X
	1	Smartboard	250000054	SB680R2673232	U		X
	1	Smartboard	250000055	SB680R2673208	U		X
	1	Smartboard	250000056	SB680R2941868	U		X
	1	Smartboard	250000057	SB680M200814	U		X
	1	Smartboard	250000058	SB680M2C78892	U		X
	1	Smartboard	250000059	SB680R2941889	U		X
	1	Smartboard	250000060	SB680M2001049	U		X
	1	Smartboard	250000061	SB680M2C78896	U		X
	1	Smartboard	250000063	SB680R2673233	U		X
	1	Smartboard	250000064	SB680M2001395	U		X
	1	Smartboard	250000065	SB680M2001048	U		X
	1	Smartboard	250000066	SB680M2E17219	U		X
	1	Smartboard	250000067	SB680R2A17848	U		X
	1	Smartboard	250000074	SB680R1205963	U		X

	1	Smartboard	250000089	SB680M2E17305	U		X
	1	Smartboard	250000091	SB680R2554681	U		X
	1	Smartboard	250000092	SB680R2941558	U		X
	1	Smartboard	250000093	SB680M2C79434	U		X
	1	Smartboard	250000094	SB680R2A87853	U		X
	1	Smartboard	250000095	SB680M2C78920	U		X
	1	Smartboard	250000096	G012HW27P0650	U		X
	1	Smartboard	250000097	SB680M2E17318	U		X
	1	Smartboard	250000098	SB680R2789702	U		X
	1	Smartboard	250000099	SB680M2C78889	U		X
	1	Smartboard	250000100	SB680R2553342	U		X
	1	Smartboard	250000101	SB680R2941559	U		X
	1	Smartboard	250000102	SB680R2789696	U		X
	1	Smartboard	250000103	SB680R2789740	U		X
	1	Smartboard	250000104	SB680M2C78891	U		X
	1	Smartboard	250000105	B012HW27P0676	U		X
	1	Smartboard	250000110	SB680R2941118	U		X
	1	Smartboard	250000111	SB680R2941112	U		X
	1	Smartboard	250000112	SB680R27896969	U		X
	1	Smartboard	250000113	SB680R2789700	U		X
	1	Smartboard	250000114	SBCO22FW48A0164	U		X
	1	Smartboard	250000117	SB680R2675095	U		X
	1	Smartboard	250000135	SB680M2000803	U		X
	1	Smartboard	250000136	SB680M2E17390	U		X
	1	Smartboard	250000145	SB680R1206618	U		X
	1	Smartboard	250000154	SB680R2940378	U		X
	1	Smartboard	250000165	SB680R2696502	U		X
	1	Smartboard	250000167	SB680M2E16735	U		X
	1	Smartboard	250000168	SB680R1206612	U		X
	1	Smartboard	250000177	SB680R2675084	U		X
	1	Smartboard	250000178	G012HW27P0674	U		X
	1	Smartboard	250000184	SB680R2941482	U		X
	1	Smartboard	250000185	SB680R2553343	U		X
	1	Smartboard	250000186	SB680R2673211	U		X
	1	Smartboard	250000188	SB680M2E17221	U		X
	1	Smartboard	(no DSD#)	SB680M2E17319	U		X
	1	Smartboard	(no DSD#)	SB680R2552090	U		X

		<b>PROJECTORS:</b>					
	1	Viewsonic	260000000	R8K112001621	U	X	
	1	Smart	260000002	B012CK30E0362	U	X	
	1	Smart	260000004	B012CK30E0306	U	X	
	1	Viewsonic	260000005	R8K094505052	U	X	
	1	Viewsonic	260000006	Unknown	U	X	
	1	Smart	260000008	BC012CBE2600480	U	X	
	1	Smart	260000013	BC012CB25A0860	U	X	
	1	Viewsonic	260000015	R8K100401482	U	X	
	1	Smart	260000018	B012BE2600484	U	X	
	1	Smart	260000021	B012BE2600493	U	X	
	1	Viewsonic	260000023	R8K112504032	U	X	
	1	Smart	260000025	B012DG03G0377	U	X	
	1	Smart	260000032	B012BE2600482	U	X	
	1	Smart	260000035	B012BE2600487	U	X	
	1	Smart	260000036	Unknown	U	X	
	1	Viewsonic	260000039	SQ7122001655	U	X	
	1	Viewsonic	260000040	R8K094807595	U	X	
	1	Viewsonic	260000042	R8K094706660	U	X	
	1	Smart	260000046	B012GC6Q0113	U	X	
	1	Viewsonic	260000048	R8K112904875	U	X	
	1	Viewsonic	260000051	SQ7120801050	U	X	
	1	Viewsonic	260000052	R8K094706710	U	X	
	1	Viewsonic	260000053	R8K100602556	U	X	
	1	Viewsonic	260000057	R8K113306620	U	X	
	1	Smart	260000059	B012CK30E0336	U	X	
	1	Maxell	260000060	S016	U	X	
	1	Viewsonic	260000061	R8K112905529	U	X	
	1	Viewsonic	260000063	R8K094807209	U	X	
	1	Viewsonic	260000064	R8K112102759	U	X	
	1	Viewsonic	260000066	R8K112904607	U	X	
	1	Smart	260000067	B012GC06Q0112	U	X	
	1	Smart	260000069	B012GG12Q0399	U	X	
	1	Viewsonic	260000077	SQ7120801016	U	X	
	1	Smart	260000078	Unknown	U	X	
	1	Smart	260000079	B012GE24Q378	U	X	
	1	Viewsonic	260000082	R8K112504099	U	X	
	1	Viewsonic	260000083	SQ7120801402	U	X	

	1	Viewsonic	260000084	R8K11306646	U	X	
	1	Viewsonic	260000085	SQ7120801393	U	X	
	1	Viewsonic	260000086	SQ7122001314	U	X	
	1	Viewsonic	260000090	R8K100401503	U	X	
	1	Viewsonic	260000091	R8K112403249	U	X	
	1	Viewsonic	260000094	R8K094304107	U	X	
	1	Viewsonic	260000095	SQ7120801013	U	X	
	1	Viewsonic	260000097	SQ7122001684	U	X	
	1	Viewsonic	260000099	SQ7120801046	U	X	
	1	Viewsonic	260000101	R8K113306638	U	X	
	1	Viewsonic	260000103	R8K112905329	U	X	
	1	Smart	260000112	B012BL22A0402	U	X	
	1	Viewsonic	260000115	R8K093803032	U	X	
	1	Smart	260000117	B012FD12G0103	U	X	
	1	Smart	260000120	B012CB25A0859	U	X	
	1	Smart	260000129	B012CC13A0747	U	X	
	1	Smart	260000136	B012GC06Q0131	U	X	
	1	Smart	260000137	Unknown	U	X	
	1	Smart	260000138	B012GE19Q0333	U	X	
	1	Smart	260000139	B012FD13G0232	U	X	
	1	Smart	260000140	B012GE24Q0375	U	X	
	1	Smart	260000141	B012GE24Q0377	U	X	
	1	Smart	260000142	Unknown	U	X	
	1	Smart	260000146	B012DG0360374	U	X	
	1	Smart	260000148	B012CK30E0478	U	X	
	1	Smart	260000151	B012CK30E0316	U	X	
	1	Smart	260000152	B012CK30E0298	U	X	
	1	Smart	260000154	B012CF09A0423	U	X	
	1	Smart	260000157	B012BA1700255	U	X	
	1	Viewsonic	260000159	R8K112102772	U	X	
	1	Smart	260000162	B012CK30E0399	U	X	
	1	Smart	260000163	B012CF16A0560	U	X	
	1	Smart	260000165	B012DE14J0312	U	X	
	1	Viewsonic	260000169	SQ7120801018	U	X	
	1	Viewsonic	260000170	R8K112905273	U	X	
	1	Viewsonic	260000171	SQ7120801056	U	X	
	1	InFocus	260000172	ARKC62301633	U	X	
	1	Viewsonic	260000176	R8K100401452	U	X	
	1	Viewsonic	260000177	R8K104113338	U	X	

	1	Viewsonic	260000178	R8K113306654	U	X	
	1	Viewsonic	260000179	SQ7120801003	U	X	
	1	Smart	260000185	B012GE16M0153	U	X	
	1	Smart	260000186	B012FD13G0251	U	X	
	1	Smart	260000187	B012FD13G0235	U	X	
	1	Smart	260000188	B012HC27U0140	U	X	
	1	Smart	260000189	B012DG03G037	U	X	
	1	Viewsonic	260000190	R8K104713866	U	X	
	1	Mimio	260000191	PW036210020A	U	X	
	1	Smart	260000192	B012HC30U0206	U	X	
	1	Smart	260000193	B012GE24Q0288	U	X	
	1	Smart	260000194	B012GE24Q0286	U	X	
	1	Smart	260000195	B012GC06Q0134	U	X	
	1	Smart	260000196	B012CC21A0804	U	X	
	1	Mimio	260000197	PW036210086A	U	X	
	1	Mimio	260000198	PW036210092A	U	X	
	1	Mimio	260000200	PW036210012A	U	X	
	1	Mimio	260000204	PW036210001A	U	X	
	1	Mimio	260000206	PW036210039A	U	X	
	1	Mimio	260000207	PW036210018A	U	X	
	1	Mimio	260000208	PW036210038A	U	X	
	1	Mimio	260000209	PW036210031A	U	X	
	1	Mimio	260000210	PW036210015A	U	X	
	1	Mimio	260000211	PW036210089A	U	X	
	1	Mimio	260000212	PW035330002A	U	X	
	1	Mimio	260000214	PW036210022A	U	X	
	1	Mimio	260000215	PW036210091A	U	X	
	1	Mimio	260000216	PW036210016A	U	X	
	1	NEC	260000217	7100055RA	U	X	
	1	NEC	260000218	7100057RA	U	X	
	1	NEC	260000219	7100060RA	U	X	
	1	NEC	260000220	7100063RA	U	X	
	1	NEC	260000221	7100064RA	U	X	
	1	NEC	260000222	7100070RA	U	X	
	1	NEC	260000223	7100072RA	U	X	
	1	NEC	260000224	7100088RA	U	X	
	1	NEC	260000225	7100092RA	U	X	
	1	NEC	260000226	7100093RA	U	X	
	1	NEC	260000227	7300338RC	U	X	
	1	NEC	260000228	7300338RC	U	X	
	1	NEC	260000229	7300339RC	U	X	
	1	NEC	260000230	7300340RC	U	X	

	1	NEC	260000231	7300341RC	U	X	
	1	NEC	260000232	7300342RC	U	X	
	1	NEC	260000233	7300347RC	U	X	
	1	NEC	260000234	7300353RC	U	X	
	1	NEC	260000235	7300354RC	U	X	
	1	NEC	260000236	7500002RC	U	X	
	1	NEC	260000237	7500003RC	U	X	
	1	NEC	260000238	7500089RC	U	X	
	1	NEC	260000239	7500099RC	U	X	
	1	NEC	260000240	7500100RC	U	X	
	1	NEC	260000242	7Y00002RG	U	X	
	1	NEC	260000243	7Y00003RG	U	X	
	1	NEC	260000244	7Y00004RG	U	X	
	1	NEC	260000245	7Y00005RG	U	X	
	1	NEC	260000246	7Y00006RG	U	X	
	1	NEC	260000248	7Y00009RG	U	X	
	1	NEC	260000249	7Y00010RG	U	X	
	1	NEC	260000250	7Y00011RG	U	X	
	1	NEC	260000251	7Y00012RG	U	X	
	1	NEC	260000252	7Y00013RG	U	X	
	1	NEC	260000255	7Y00016RG	U	X	
	1	NEC	260000256	7Y00017RG	U	X	
	1	NEC	260000258	7Y00019RG	U	X	
	1	NEC	260000259	7Y00020RG	U	X	
	1	NEC	260000260	7Y00021RG	U	X	
	1	NEC	260000261	7Y00022RG	U	X	
	1	NEC	260000262	7Y00023RG	U	X	
	1	NEC	260000263	7Y00024RG	U	X	
	1	NEC	260000264	7Y00025RG	U	X	
	1	NEC	260000265	7Y00038RG	U	X	
	1	NEC	260000266	7100062RA	U	X	
	1	NEC	260000267	7100065RA	U	X	
	1	NEC	260000268	7100076RA	U	X	
	1	NEC	260000269	7300334RC	U	X	
	1	NEC	260000270	7500090RC	U	X	
	1	InFocus	260000271	ARKC62301633	U	X	
	1	NEC	260000272	8800003TF	U	X	
	1	NEC	260000273	8700558TF	U	X	
	1	NEC	260000274	8700577TF	U	X	
	1	NEC	260000275	8700579TF	U	X	
	1	NEC	260000276	8700588TF	U	X	
	1	NEC	260000277	8800291TF	U	X	



	7	Apple accessories/cables (boxes)			U	X	
	2	hard drives (boxes)			U	X	
	7	Speakers/subwoofers (boxes)			U	X	
	2	Panels - desktops (boxes)			U	X	
	3	Miscellaneous (boxes)			U	X	
	1	Miscellaneous (bag)			U	X	
	3	VGA cables (boxes)			U	X	
	1	Keyboards (box)			U	X	
	1	Computer hardware (box)			U	X	
	2	Miscellaneous cables (boxes)			U	X	
	2	Projector mounting brackets (boxes)			U	X	
	2	Dvd/VCR			U	X	
	1	Overhead Projector			U	X	
	2	Scanners			U	X	
	100	Smartboard trays			U	X	
	2	Plastic covers for monitors (boxes)			U	X	
	6	Switches			U	X	

<b>BUILDING PRINCIPAL/ ADMINISTRATOR SIGNATURE</b>		<b>FORM S-171-E</b> 09/08/2016	<b>FOR MAINTENANCE USE ONLY</b>	
<b>Send signed copy &amp; electronic form to B&amp;G Secretary</b>			Date of pickup:	
<b>Attach Surplus Label to item/box of items</b>			Final Destination:	
<b>KEEP A COPY FOR YOUR RECORDS</b>			Maintenance/ Custodian Signature:	
<b>** THIS FORM WILL BE RETURNED IF IT IS NOT COMPLETE**</b>				

SECTION	A	TITLE	<b>Foundations and Basic Commitment</b>	FILE	AA
---------	---	-------	---	------	----

**School District Legal Status**

The United States Constitution leaves to the individual states responsibility for public education.

In South Dakota, the legislature is charged by the Constitution "to establish and maintain a general and uniform system of public schools" which is open to all children and free from sectarian control.

The State Board of Education is responsible for the adoption of all policies for the government of the Division of Elementary and Secondary Education, and for the adoption and implementation of regulations for supervising the elementary and secondary schools.

School Districts exist for the purpose of operating a school or schools to provide the people of each local community adequate opportunity to avail themselves of a free public elementary and secondary education program.

This School District constitutes a school corporation under the name of Douglas School District, No. 51-1 of Pennington and Meade Counties, South Dakota.

**REFERENCES**

**Policy Reference:**  
 BB - School Board Legal Status

**State References**

SD Constitution Article 22	<a href="#"><u>Compact with the United States</u></a>
SD Constitution Article 26 §18	<a href="#"><u>Freedom of religion</u></a>
SD Constitution Article 8 §1	<a href="#"><u>Uniform system of free public schools</u></a>
SDCL 13-5-1	<a href="#"><u>School districts defined</u></a>
SDCL 13-5-14	<a href="#"><u>School districts overlapping county boundaries</u></a>
SDCL 13-5-15	<a href="#"><u>School districts as corporations</u></a>
SDCL 13-5-16	<a href="#"><u>Naming and numbering of school districts</u></a>
SDCL 13-5-17	<a href="#"><u>Recording of school dist. names, #'s &amp; boundaries</u></a>
SDCL 13-5-17.1	<a href="#"><u>Change of name of school district</u></a>
SDCL 13-5-2	<a href="#"><u>Types of school districts abolished</u></a>
SDCL 13-5-29	<a href="#"><u>Vested contract rights not impaired</u></a>
SDCL 13-6	<a href="#"><u>School district reorganization</u></a>

**Federal References**  
 US CONST 10th Amd.                      [Powers of the states and people](#)

**Adoption History**

First Reading	8/25/2014		
Approved	9/8/2014		

SECTION	<b>A</b>	TITLE	<b>Foundations and Basic Commitment</b>	FILE	<b>ABA</b>
---------	----------	-------	---	------	------------

**Parental / Community Involvement in Decision Making**

The Board of Education endorses the concept that community participation in the school is essential if the District and the community are to maintain mutual confidence and respect and work together to provide a meaningful educational program for all students.

The Board encourages each administrative unit to develop appropriate activities that:

1. Ensure that the school climate is open, helpful, friendly and welcome to all patrons.
2. Involve parents as partners on advisory functions such as: curriculum, instructional materials, school improvement, accountability, discipline, and parent/community involvement.
3. Provide two-way communication with all patrons respecting the diversity and differing needs of families.
4. Develop strategies and programmatic structures for patrons to participate actively in the educational system.
5. Utilize schools to inform students and families about community resources that provide educational enrichment and support.
6. Work closely with community organizations (including Ellsworth AFB), which, by their policies and activities, can provide support and/or assistance for active parental and community involvement.
7. Provide professional development opportunities for teachers and staff to enhance their effectiveness with parents.
8. Assess the effectiveness of parental involvement efforts.

The Board also encourages parents and the community to initiate communications concerning educational interests and ideas utilizing district policies, procedures, and activities.

**REFERENCES**

**Policy Reference:**

- BCF - Advisory Committees to the Board
- KMA - Relations with Parent Organizations

**Adoption History**

First Reading	11/26/1991		
Approved	01/14/1992		
First Reading-Revised	11/6/2006		
Approve - Revision	11/27/2006		
First Reading	8/25/2014		
Approved	9/8/2014		

SECTION	<b>A</b>	TITLE	<b>Foundations and Basic Commitment</b>	FILE	<b>ABAB</b>
---------	----------	-------	---	------	-------------

**PARENT INVOLVEMENT**

The Board of Education recognizes that a child's education is a responsibility shared by the school and family during the entire period the child spends in school. To support the goals of the school district to educate all students effectively, the schools and parents must work as knowledgeable partners.

Although parents are diverse in culture, language, and needs, they share the school's commitment to the educational success of their children. School districts and schools, in collaboration with the parents, shall establish and develop programs and practices that enhance parent involvement and reflect the specific needs of students and families.

To this end, the Board will support the development, implementation and regular evaluation of a parent involvement program, which will involve parents at all grade levels in a variety of roles. The parent involvement program will be comprehensive and coordinated in nature and will include, but not be limited to, the following:

- Support to parents as leaders and decision makers in advisory roles.
- Promotion of clear two-way communication between the school and the family as to school programs and children's progress.
- Assistance to parents and/or guardians to develop parenting skills to foster positive relationships at home that support children's efforts and provide techniques designed to assist their children with learning at home.
- Involvement of parents, with appropriate training, in instructional and support roles at the school.
- Provision of access to and coordination of community and support services for children and families.

These forms of involvement are not mutually exclusive and require a coordinated school wide effort.

**REFERENCES**

**State Reference:**  
 SD Constitution Article 22  
**Federal Reference:**  
 USC Title

**Adoption History**

First Reading	<i>8/25/2014</i>		
Approved	9/08/2014		

SECTION	<b>A</b>	TITLE	<b>Foundations and Basic Commitment</b>	FILE	<b>ABAC</b>
---------	----------	-------	---	------	-------------

**RELATIONS WITH PARENTS**

The Board believes that the education of children is a joint responsibility, one it shares with the parents of the school community. To ensure that the best interests of the child are served in this process, a strong program of communication between home and school must be maintained.

The Board feels that it is the parents who have the ultimate responsibility for their children's in- school behavior, including the behavior of pupils who have reached the legal age of majority, but are still for all practical purposes, under parental authority. During school hours, the Board through its designated administrators acts in loco parentis or in place of the parents.

**SCHOOL DISTRICT RESPONSIBILITY**

The Board directs that the following activities be implemented to encourage parent-school cooperation:

1. Parent-teacher conferences to permit two-way communication between home and school.
2. Open houses, **within** district schools, to provide parents with the opportunity to see the school facilities, meet the faculty, and sample the program on a first-hand basis.
3. Meetings of parents and staff members to explain and discuss matters of general interest with regard to child-school, child-home, or child-home-school relationships.
4. Meetings of staff members and groups of parents of those students having special abilities, disabilities, needs, or problems.
5. Special events of a cultural, ethnic, or topical nature, which are initiated by parent groups, involve the cooperative effort of students and parents, and are of general interest to the schools or community.

**PARENT/GUARDIAN RESPONSIBILITY**

For the benefit of children, the Board believes that parents have a responsibility to encourage their career in school by:

1. Supporting the school in requiring that children observe all school rules and regulations, and by accepting their own responsibility for children's willful in-school behavior;
2. Sending children to school with proper attention to their health, personal cleanliness and dress;
3. Maintaining an active interest in the student's daily work and making it possible for the student to complete assigned homework through providing a quiet place and suitable conditions for study;
4. Reading all communications from the school, and signing and returning them promptly when required;
5. Cooperating with the school in attending conferences set up for the exchange of information on the child's progress in school;

6. Participating in in-school activities and special functions.

**REFERENCES**

**State Reference:**

SD Constitution Article 22 Compact with the United States

**Federal Reference:**

USC Title

**Adoption History**

First Reading	<i>Date</i>		
Approved			

SECTION	A	TITLE	<b>Foundations and Basic Commitment</b>	FILE	AC
---------	---	-------	---	------	----

**NONDISCRIMINATION IN FEDERAL PROGRAMS**

The Douglas School District will not violate any of the provisions of applicable federal programs, statutes or regulations, including but not limited to Title IX, ESEA/Title 1, Rehabilitation Act Section 504, Title II (Americans with Disabilities Act), ESSA, and McKinney-Vento Act (homeless children). The District will not discriminate in any of its policies and programs on the basis of age, race, color, creed, national origin, ancestry, religion, sex, or disability.

The District will provide the following:

1. an adequate, reliable, and impartial investigation of complaints, including the opportunity for the complainant and alleged perpetrator to present witnesses and provide evidence;
2. evaluation of all relevant information and documentation relating to a complaint of discrimination;
3. specific, reasonably prompt time frames at each stage of the grievance process;
4. written notice to all parties within a specified timeframe of the outcome or disposition of the grievance at each stage of the process;
5. an opportunity to appeal the findings or remedy, or both;
6. an assurance that the District will take steps to prevent recurrence of any discrimination and correct discriminatory effects on others; and
7. language in the policies and grievance procedures indicating that any attempts to informally or voluntarily resolve the complaint or grievance should not delay the commencement of the District’s investigation.

In compliance with applicable federal laws and regulations, the Board has appointed the Superintendent as the District’s Compliance Officer to coordinate program compliance with federal programs. The Superintendent can be reached at:

Douglas School District 51-1  
 400 Patriot Drive  
 Box Elder, SD 57719  
 605-923-0000

Concerns regarding Title IX of the Education Amendments of 1972 should be directed to **Executive Director of Operational Support Services** , Douglas School District #51-1, 400 Patriot Drive, Box Elder, SD 57719 (605) 923-0000.

Inquiries concerning the applications of Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1973, as amended, may be referred to **Executive Director of Elementary Academics** , Douglas School District #51-1, 400 Patriot Drive, Box Elder, SD 57719 (605) 923-0000.

A complaint may also be filed with the United States Office for Civil Rights, U. S. Department of Education, 1010 Walnut Street, Suite 320, Kansas City, Missouri 64106. Phone: (816) 268-0550; TDD: (877) 521-2172; Fax: (816) 268-0599. E-mail OCR.KansasCity@ed.gov

## REFERENCES

**State:**

SD Constitution Article 6

SDCL 13-37

SDCL 20-13

**Federal:**

Public Law 94-142

USC Title 20 1681-1688

USC Title 29 Chapter 14

USC Title 29 Chapter 16

USC Title 42 11431

USC Title 42 2000

USC Title 42 6101-6103

**Cross References:**

ACB

FEFA

GBA

JB

## Adoption History

First Reading	3/27/90
Approved	4/9/90
Revised	9/8/90
Revised	6/5/98
First Reading – Revisions	6/14/99
Approved Revision	6/28/99
First Reading – Revisions	2/12/07
Approved	2/26/07
First Reading – Revisions	5/12/08
Approved	5/27/08
First Reading – Revisions	6/28/12
Approved	7/9/12
First Reading – Revisions	1/13/14
Approved	1/27/14
First Reading	8/25/14
Approved	9/8/14
First Reading – Revision	10/1/15
Approved	10/13/15
First Reading	6/27/19
Approved	7/22/19

SECTION	A	TITLE	<b>Foundations and Basic Commitment</b>	FILE	<b>AC-R</b>
---------	---	-------	---	------	-------------

**NONDISCRIMINATION IN FEDERAL PROGRAMS  
Complaint Procedure**

The Board has adopted a specific procedure to ensure that parental/student/public complaints related to the provisions of applicable federal programs, statutes or regulations, including claims of retaliation. The Board will not discriminate, in any of its policies and programs, on the basis of age, race, color, creed, national origin, ancestry, religion, sex or disability.

The purpose of this complaint procedure is to outline a procedure for addressing parental/student/public complaints about federal program compliance and/or discrimination. *Complaints against school employees and complaints related to sexual harassment, bullying, and instructional and library materials are addressed through other School District policies and not through this policy.*

For the purposes of this policy, a “complaint” is a perceived or alleged violation of federal programs, statutes or regulations (e.g., Title IX, ESEA/Title I, Rehabilitation Act Section 504, Title II (Americans with Disabilities Act), ESSA, McKinney-Vento Act (homeless children), etc.) and/or discrimination in a policy and/or program on the basis of age, race, color, creed, national origin, ancestry, religion, sex or disability.

To protect the confidentiality of all concerned, it is imperative that any school employee in receipt of a complaint treat the complaint as confidential and that the complaint not be reproduced in any form, nor disclosed or discussed with any person other than those identified as proper recipients of the complaint (i.e., the principal, superintendent, school board).

When a federal program compliance complaint or discrimination/harassment complaint based on race, color, national origin, age or sex (excluding sexual harassment complaints) is brought directly to an individual board member or the entire Board, the board member or entire Board may listen to the person’s complaint but shall take no action unless there has been compliance with this Policy. The person bringing the complaint will be directed to the procedure as set forth below. The following procedure is designed to ensure the proper balance in protecting the rights of the person(s) bringing the complaint and the rights of the employee against whom the complaint is made. It is only when the person having the complaint and the employee involved cannot resolve the problem, and the complaint cannot be resolved at the administrative level, will the Board and board members become involved.

Should it be determined that discrimination or harassment occurred based on race, color, national origin, age or sex, the District will take steps to prevent recurrence of any discrimination or harassment and to correct its discriminatory effects on others, if appropriate.

**STEP 1: Initial Complaint**

- A. The person having the complaint related to federal program compliance or discrimination/harassment complaint based on race, color, national origin, age or sex (excluding sexual harassment complaints), the person must initiate the complaint procedure in one of the following ways:
- meet and discuss the concern with the Employee involved; OR
  - meet and discuss the concern with the Employee's Principal.
1. If the Complainant met with the Employee and the complaint was not resolved, the Complainant must meet and discuss the complaint with the Employee's Principal within ten (10) calendar days of the meeting with the Employee. The Principal shall complete a Complaint Form, Exhibit AC-E(1). The Complainant shall sign and date the Complaint Form verifying the accuracy of its content.
2. If the Complainant initiates the complaint by meeting with the Principal, the Principal shall complete a Complaint Form, Exhibit AC-E(1). The Complainant shall sign and date the Complaint Form verifying the accuracy of its contents.
- B. Upon the Complaint Form being signed and dated by the Complainant, the Principal shall give a copy of the complaint to the District's Compliance Officer (Superintendent). The Principal shall also give a copy of the complaint to the Employee and schedule an informal meeting with only the Complainant, Employee and Principal present. At the meeting, the Principal shall attempt to facilitate discussion between the Complainant and Employee by seeking clarification of the issue(s) and seeking a resolution to the complaint. However, attempts to informally or voluntarily resolve the complaint should not delay the commencement of the District's investigation. Should a resolution be obtained, the resolution shall be noted on the Complaint Form. Should a resolution not be obtained, the Complainant and/or the Employee may request a decision by the Principal on the merits of the complaint by making the request on the Complaint Form.
- C. If the Principal is asked to make a decision on the merits of the complaint, the Principal has the authority to investigate the complaint beyond the information received from the Complainant and Employee during the meeting with the Complainant, Employee and Principal. During the Principal's investigation, the Complainant and alleged perpetrator shall both have the opportunity, at separate times, to present witnesses and provide evidence to the Principal. The Principal shall evaluate all relevant information and documentation related to the complaint of discrimination or harassment and shall render a decision in writing within fourteen (14) calendar days of the request for a decision on the merits of the complaint. The time frame for rendering a decision by the Principal may be extended by the Principal for good cause and upon written notification to the Complainant and Employee. The notification shall identify the reason for the extension and the date on or before which the decision shall be rendered. The Complainant and the Employee shall receive written notification of the Principal's determination/resolution.
- D. The Principal's decision may be appealed by the Complainant or Employee to the Superintendent within (10) ten calendar days of receipt of the Principal's written decision pursuant to Step 2. If the Principal does not render a written decision within the required time frame (14 days unless extended) the Complainant or Employee may appeal to the Superintendent pursuant to Step 2. Should the complaint be against a Principal, the Superintendent shall address the complaint through the procedure set forth in Step 1. An appeal by the Complainant pursuant to Step 1D may be filed with the School Board pursuant to Step 3. Should the complaint be against the Superintendent (or the Principal who also is the Superintendent) the Complaint Form, Exhibit AC-E(1), shall be given to the Business Manager. The Business Manager shall give the Complaint Form to the School Board President or Chairperson. At the next School Board meeting, the School Board will designate a person

who is not an Employee of the District to address the complaint through the procedure set forth in Step 1. An appeal by the Complainant pursuant to Step 1D may be filed with the School Board pursuant to Step 3.

## **STEP 2: Appeal to the Superintendent**

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

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

## **STEP 3: Complainant's Appeal to the School Board**

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

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

rendered.

- B. The appeal must be filed with the President/Chairperson of the School Board or Business Manager within ten (10) calendar days of Complainant's receipt of the Superintendent's written decision, or within ten (10) days of the deadline for the Superintendent's written decision, whichever comes first.
- C. Upon receipt by the Board President/Chairperson of an appeal by the Complainant, a copy of the appeal shall be given to the Employee involved.
- D. Upon receipt of an appeal to the School Board, the School Board shall schedule a date, time and location for the appeal hearing.
- E. The following procedure shall be applicable at the appeal hearing before the School Board:
  - 1. The School Board shall appoint a school board member or a person who is not an employee of the school district as the Hearing Officer.
  - 2. Within thirty (30) calendar days of an appeal being filed with the School Board, the School Board shall conduct a hearing in executive session.
  - 3. The Complainant, Employee and Superintendent each have the right to be represented at the hearing.
  - 4. The School Board shall make a verbatim record of the hearing by means of an electronic device or a court reporter. This record and any exhibits must be sealed and must remain with the Hearing Officer until the appeal process has been completed.
  - 5. The issue on appeal is whether the Superintendent's decision should be upheld, reversed or modified by the School Board; in the absence of a decision by the Superintendent, the School Board will make a decision on the merits of the complaint.
  - 6. All parties shall be given the opportunity to make an opening statement, with the Complainant being given the first opportunity, followed by the Employee and then the Superintendent.
  - 7. The Complainant shall present his/her case first, and the Employee shall then present his/her case. Both parties shall have the opportunity to ask questions of the other's witnesses. The Hearing Officer and school board members may ask questions of any witness.
  - 8. After the Complainant and the Employee have presented their respective cases, the Superintendent shall then present the basis of his/her decision which led to the appeal, if a decision was rendered. The Complainant and Employee shall have the opportunity to ask the Superintendent questions. The Hearing Officer and board members may also ask questions of the Superintendent.
  - 9. Unless a witness is a party to the appeal, witnesses may be present only when testifying unless the Hearing Officer rules otherwise. All witnesses must take an oath or affirmation administered by the School Board President/ Chairperson, Hearing Officer or other person authorized by law to take oaths and affirmations.
  - 10. The Hearing Officer shall admit all relevant evidence. The Hearing Officer may limit unproductive or repetitious evidence. The strict rules of evidence do not apply. *Moran v. Rapid City Area School Dist.*, 281 N.W.2d 595. 602 (S.D. 1979) ("This [school board hearing related to teacher contract nonrenewal] does not mandate nor necessitate the use of strict evidentiary rules.").
  - 11. Both parties shall be given the opportunity to make a closing statement, with the Complainant having the first opportunity, followed by the Employee, and then the Superintendent. The Complainant shall be given the opportunity for a brief rebuttal.
  - 12. After the evidentiary hearing, the School Board shall continue to meet in executive session for deliberations. No one other than the Hearing Officer may meet with the Board during deliberations. During deliberations, the Board may seek advice from an attorney who did not represent any of the parties in the hearing. Consultation with any other person during deliberation may occur only if a

representative of the Complainant, Employee and Superintendent are present. The Board may, in its sole discretion, continue the proceedings and make a final decision on the appeal at a later date.

13. Within twenty (20) calendar days of the hearing, the School Board shall render its decision and issue its written Findings of Fact, Conclusions of Law and Decision. The time frame for rendering a decision may be extended by the Board President for good cause and upon written notification to the Complainant, Employee and Superintendent. The notification shall identify the reason for the extension and the date on or before which the decision shall be rendered.
14. The decision of the School Board must be based solely on the evidence presented at the hearing and must be formalized by a motion made in open meeting. The Board will reconvene in open session. The Board may uphold, reverse, or modify the Superintendent's decision, or render a decision on the merits of the complaint in the absence of a Superintendent's decision. Findings of Fact, Conclusions of Law and Decision, consistent with the Board motion, shall be in writing and approved by the Board. The Complainant, Employee, Principal and Superintendent will receive copies after the Findings of Fact, Conclusions of Law and Decision are approved by the School Board.
15. If the Complainant is dissatisfied with the School Board's decision, the Complainant may appeal the decision by filing an appeal to the circuit court pursuant to SDCL Ch. 13-46.

**REFERENCES**

**State Reference:**

SDCL

**Federal Reference:**

USC Title

**Adoption History**

First Reading	Date		
Approved			



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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

If a meeting was not held, explain why not: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

Resolution requested/sought by complainant: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date Complainant

\_\_\_\_\_  
Date School Official Completing the Report Form

Step 1 mutually agreeable resolution was reached: Yes \_\_\_\_\_ No \_\_\_\_\_

If resolution, manner in which the complaint was resolved:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Complainant (initial/date) \_\_\_\_\_ Employee (initial/date) \_\_\_\_\_

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

Yes \_\_\_\_ No \_\_\_\_ Complainant (initial \_\_\_\_\_) Date \_\_\_\_\_

Yes \_\_\_\_ No \_\_\_\_ Employee (initial \_\_\_\_\_) Date \_\_\_\_\_





SECTION	<b>A</b>	TITLE	<b>Foundations and Basic Commitment</b>	FILE	<b>ACAB</b>
---------	----------	-------	---	------	-------------

**PROHIBITION AGAINST AIDING OR ABETTING SEXUAL ABUSE**

Employees, contractors and agents of the Douglas School District 51-1 are prohibited from assisting another school employee, contractor or agent in obtaining a new job if the District or the employee, contractor or agent of the District has knowledge of, or probable cause to believe, that the employee engaged in sexual misconduct with a minor or a student in violation of the law.

Assisting includes but is not limited to giving a positive recommendation to a potential employer, but does not include the routine transmission of administrative and personnel files or information related to name of employee, contractor or agent, dates of employment/contract, and position held or work performed.

"Probable cause exists where the facts and circumstances within the [person's] knowledge, and of which they have reasonably trustworthy information, are sufficient in themselves to warrant a belief by a man of reasonable caution that [an offense] has been or is being committed."<sup>1</sup>

Sexual misconduct is the umbrella term federal regulators use to categorize behavior that includes sexual assault, unwanted sexual contact, and sexual harassment.<sup>2</sup>

The requirements of this prohibition do not apply if the information giving rise to probable cause has been properly reported to a law enforcement agency, or any other authorities as required by local, state or federal law or regulations, AND at least one of the following conditions applies:

1. The matter has been officially closed or the prosecutor or police with jurisdiction over the alleged misconduct has investigated the allegations and notified school officials that there is insufficient information to establish probable cause that the school employee, contractor or agent engaged in sexual misconduct regarding a minor or student in violation of the law; or
2. The school employee, contractor or agent has been charged with, and acquitted or otherwise exonerated of the alleged misconduct; or
3. The case or investigation remains open and there have been no charges filed against or indictment of the school employee, contractor or agent within four years of the date on which the information was reported to a law enforcement agency.

<sup>1</sup> State v Stuck, 434 N.W.2nd 43 (SD 1988)

<sup>2</sup> Rice University Student Judicial Programs, Sexual Misconduct Policy

**REFERENCES**

**State Reference:**

State  
 State v Stuck  
 SDCL 13-10-15

SDCL 60-4-12

**Federal**

Rice University/Student Judicial Programs

USC Title 20 1681-1688

USC Title 20 7926

**Adoption History**

First Reading	06/27/2019		
Approved	07/22/2019		

SECTION	<b>A</b>	TITLE	<b>Foundations and Basic Commitment</b>	FILE	<b>ACB</b>
---------	----------	-------	---	------	------------

**NONDISCRIMINATION ON THE BASIS OF  
HANDICAP/DISABILITY**

It will be the policy of the District to adhere to the concept of nondiscrimination on the basis of handicapping conditions. The Board will support section 504 of the Rehabilitation Act of 1973. In doing so the Board will:

1. Not discriminate against a qualified handicapped person in any aspect of school division employment solely on the basis of handicap.
2. Make facilities, programs and activities accessible, usable, and open to qualified handicapped persons.
3. Provide free appropriate education at elementary and secondary levels, including nonacademic and extracurricular services and activities, to qualified handicapped persons.
4. Not exclude any qualified handicapped person solely on the basis of handicap from participation in any preschool education or day care program or activity or any adult education or vocational program or activity.
5. Provide each qualified handicapped person with the same health, welfare, and social services as are provided other persons.

The Board holds the general view that:

1. Discrimination against qualified handicapped persons solely on the basis of handicap is unfair.
2. To the extent reasonably possible, qualified handicapped persons should be in the mainstream of life in a school community.

Accordingly, employees of the District will comply with the above requirements of the law and any regulations approved by the Board or its administration for ensuring a policy of nondiscrimination on the sole basis of handicap. The Board designates the superintendent or superintendent's designee to act as the District's compliance officer for employees and students.

No person in the District will, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activities.

**REFERENCES**

**Legal References:**  
 20 USC §1400 et seq. (Education of individuals with disabilities)  
 29 USC §794 (Nondiscrimination under Federal grants and programs)  
 34 CFR part 300 et seq. (Assistance to states for the education of children with disabilities)  
 42 USC §12101 et seq. (Equal Opportunity for individuals with disabilities)  
 Americans with Disabilities Act of 1990

**Adoption History**

First Reading	<i>08/24/2014</i>		
Approved	<i>09/08/2014</i>		

SECTION	<b>A</b>	TITLE	<b>Foundations and Basic Commitment</b>	FILE	<b>ADA</b>
---------	----------	-------	---	------	------------

**MISSION STATEMENT**

Prepare all students to meet the challenges of an ever-changing world.

**REFERENCES**

**State Reference:**

**Federal Reference:**

**Adoption History**

<i>DateFirst Reading</i>	02/12/90	
<i>Approved</i>	02/27/90	
<i>First Reading - Revision</i>	03/23/93	
<i>Approved - Revision</i>	04/13/93	
<i>First Reading – Revision</i>	11/06/06	
<i>Approved – revision</i>	11/27/06	

SECTION	<b>A</b>	TITLE	<b>Foundations and Basic Commitment</b>	FILE	<b>AEA</b>
---------	----------	-------	---	------	------------

**TOBACCO-FREE SCHOOLS**

The District recognizes its duty to promote the health and safety of students, staff and citizens on district property and during school-sponsored activities. In accordance with this responsibility, it is the intent of the School Board to establish a tobacco-free school environment that demonstrates a commitment to helping students resist tobacco use and that emphasizes the importance of adult role modeling.

The use, possession, or promotion of tobacco on school property by students, employees, vendors, visitors and invitees is prohibited. Students and employees are also prohibited from using or promoting tobacco at school-sponsored activities off school property. Students participating in school activities are also subject to such rules as may exist pursuant to an applicable activity code of conduct.

For the purposes of this policy:

1. "Tobacco" means any substance or item, in any form, containing tobacco and electronic nicotine delivery devices (e-cigarettes), which may not contain tobacco;
2. "School property" means all district-owned, rented or leased buildings, grounds and vehicles;
3. "School-sponsored activity" means any planned, organized, endorsed, or supervised activity involving district students or staff that occurs either before, during or after regular school hours;
4. "Promotion" means the use or display of tobacco-related clothing, bags, lighters, or other material that is designed to encourage the acceptance or use of tobacco.

Students violating this policy shall be subject to disciplinary action pursuant to District policy. A student in violation of this policy may also be required to complete a written assignment. The assignment is for the purpose of helping the student understand the consequences of tobacco use. It shall be given to the building principal or principal's designee, will be grade appropriate for purposes of length and content, and may include, but is not limited to, research on South Dakota QuitLine.

District employees in violation of this policy will be subject to disciplinary action. Visitors, vendors and invitees in violation of this policy will be subject to appropriate consequences, which may include being directed to leave school property.

The Superintendent **or designee** shall provide reasonable public notification of the District's policy within student and staff handbooks.

**REFERENCES**

**State Reference:**

SDCL 13-8-39

SDCL 34-46-14

**Federal Reference:**

**Adoption History**

First Reading Approved	06/30/16 07/14/16		
---------------------------	----------------------	--	--

SECTION	<b>A</b>	TITLE	<b>Foundations and Basic Commitment</b>	FILE	<b>AGA</b>
---------	----------	-------	---	------	------------

**CONTESTED HEARINGS**

The Board may be required to assume a judicial role to ensure adherence to district policy. All contested matters will be heard in a fair and impartial manner; and the Board will resolve all disputes. All contested hearings shall adhere to the procedures outlined in this policy.

**HEARING**

- Hearings involving personnel and students are closed to the public.
- Requests for hearings to be conducted in open session will be considered by the Board.
- A verbatim record of the hearing will be made.
- Closed hearing records will be sealed pending a determination of the Board.

**CONDUCT OF THE HEARING**

- The Board shall appoint a school board member or a person who is not an employee of the school district as the hearing officer.
- Each party may be represented by an attorney.
- Each party may make an opening statement.
- The complainant or petitioner shall present its case first.

**WITNESSES**

- All witnesses must take an oath or affirmation of truth.
- Witnesses may be present only when testifying.
- Each party may present, examine and cross-examine witnesses.
- The hearing officer may ask questions of witnesses and may allow other school board members to question witnesses.

**EVIDENCE**

- Each party may introduce evidence.
- All relevant evidence must be admitted.
- Unproductive or repetitious evidence may be limited by the hearing officer.
- Each party may raise objections. The basis for the objection must be stated.
- Each party may make a closing statement.

**DELIBERATION**

- After the hearing, the school board shall continue to meet in executive session for deliberation.
- No one other than the hearing officer may meet with the school board during deliberation.
- The school board may seek advice during deliberation from its legal counsel.
- Consultation with any other person during deliberation may occur only if representatives of the parties are present.

**DECISION**

- The decision of the Board must be based solely on the evidence presented at the hearing and must be effected by a motion made in open session.

- For closed hearings, the motion must omit the names of the parties.
- The Board shall notify the parties in writing of its decision.

### REFERENCES

**Legal References:**

SDCL 1-25-2 (Executive or closed meetings)  
 SDCL 1-26-18 (Rights of parties at hearings on contested cases)  
 SDCL 1-26-26 (Ex parte consultations by agency personnel)  
 SDCL 13-10 (School district employees)  
 SDCL 13-32 (Supervision of students and conduct of school)  
 SDCL 13-43 (Employment of teachers)  
 ARSD 24:07 (Student due process)

### Adoption History

First Reading	09/08/2014		
Approved	09/25/2014		

SECTION	<b>A</b>	TITLE	<b>Foundations and Basic Commitment</b>	FILE	<b>AH</b>
---------	----------	-------	---	------	-----------

**CONFLICT OF INTEREST DISCLOSURE AND AUTHORIZATION**

SDCL 3-23-6 states:

*“3-23-6. No board member, business manager, chief financial officer, superintendent, chief executive officer, or other person with the authority to enter into a contract or spend money in an amount greater than five thousand dollars of a ~~local service agency~~ school district, cooperative education service unit, education service agency, nonprofit education service agency, or jointly governed education service entity that receives money from or through the state may have an interest in a contract nor receive a direct benefit from a contract in amount greater than five thousand dollars or multiple contracts in an amount greater than five thousand dollars with the same party within a twelve-month period to which the ~~local service agency~~ school district, cooperative education service unit, or education service agency is a party except as provided in § 3-23-8.”*

**I. DEFINITIONS:**

- A. “School Official” refers to a school board member, business manager, chief financial officer, superintendent, chief executive officer, or other person with the authority to enter into a contract or spend money in an amount greater than five thousand dollars.
- B. “Interest in a contract” is when (1) a School Official, the spouse of a School Official or any other person with whom the School Official lives and commingles assets, is employed by a party to any contract with the school district; or (2) the School Official, the spouse of a School Official, or any other person with whom the School Official lives and commingles assets, receives more than nominal compensation or reimbursement for actual expenses for serving on the board of directors of an entity that derives income or commission directly from the contract or acquires property under the contract.
- C. “Direct benefit from a contract” is when a School Official, the spouse of a School Official or any other person with whom the School Official lives and commingles assets (1) is a party to or intended beneficiary of the contract between the school district and a third party, or (2) has more than a five percent ownership interest in an entity that is a party to the school district contract, or (3) acquires property under the contract with the school district, or (4) receives compensation, commission, promotion, or other monetary benefit directly attributable to any contract.

**II. PROHIBITION:**

This policy prohibits School Officials board members, business manager, superintendent, and any other person who has the authority to enter into a contract or spend money on behalf of the school district from having an interest in a contract or receiving a direct benefit from one or more contracts between the school district and a third party, if the total contract amount is more than \$5,000 within a 12 month period, unless the School Official discloses to the school board his or her interest in the contract, or in the case of a direct benefit from the contract, discloses the direct benefit and receives school board authorization to receive the

benefit.

### III. EXCEPTIONS:

If any of the following apply, the School Official does not have an interest in the contract and does not derive a direct benefit from a contract, and disclosure (and authorization, if a direct benefit) is not required:

1. When the person's relationship to the contract is based solely on the value associated with the person's publicly-traded investments or holdings, or the investments or holdings of any other person with whom the board member, business manager, chief financial officer, superintendent, or chief executive officer lives or commingles assets;
2. When the person's relationship to the contract is due to participating in a vote or a decision in which the person's only interest arises from an act of general application;
3. When the person's relationship to the contract is due to the person receiving income as an employee or independent contractor of a party with whom the ~~local service agency~~ school district, cooperative education service unit, or education service agency has a contract, unless the person receives compensation or a promotion directly attributable to the contract, or unless the person is employed by the party as a board member, executive officer, or other person working for the party in an area related to the contract;
4. When the contract is for the sale of goods or services, or for maintenance or repair services, in the regular course of business at a price at or below a price offered to all customers;
5. When the contract is subject to a public bidding process;
6. When the contract is with the official depository as set forth in SDCL 6-1-3;
7. When the person only receives income or compensation, a per diem authorized by law or reimbursement for actual expenses incurred; or
8. When the contract or multiple contracts with the same party within a twelve-month period with whom the school district contracts in an amount less than five thousand dollars.

### IV. DISCLOSURE:

A School Official who has an interest in a contract or who receives a direct benefit from a contract must disclose to the school board the existence of a contract in which the person has an interest or receives a direct benefit.

1. The disclosure must include the following: (i) all parties to the contract, (ii) the person's role in the contract, (iii) the purpose or objective of the contract, (iv) the consideration or benefit conferred or agreed to be conferred upon each party, and (v) the duration of the contract;
2. The disclosure must be in writing;
3. To the extent circumstances allow, disclosure must be given prior to entering into any contract that requires disclosure, and if circumstances do not permit disclosure prior to entering into the contract then within forty-five days after entering into the contract, and if the contract extends into consecutive fiscal years, disclosure shall also be made at the annual reorganization meeting.
4. The school board will have a regular agenda item at the beginning of the school board meeting agenda at which time the school board will address conflict of interest disclosures.
5. Conflict of Interest Disclosures must be submitted to the President of the School Board, the Superintendent or the Business Manager, at least 5 calendar days before the scheduled meeting in order to be included in the posted meeting agenda for the next school board meeting. Conflict of Interest Disclosures submitted to the President of the School Board, the Superintendent or the Business Manager after the proposed agenda has been posted may be deferred until the following

school board meeting.

V. BOARD ACTION UPON DISCLOSURE:

1. Interest in the contract:
  - a. The school board is not required to authorize a School Official's interest in a contract;
  - b. The interest disclosure must be included in the official minutes of the school board (the official minutes are not required to be sent to the auditor-general and attorney general).
2. Direct benefit from a contract:
  - a. The school board shall review the disclosure and decide if the terms of the contract are fair and reasonable, and if the contract is contrary to the public interest.
    - i. if the school board determines the contract terms from which a direct benefit is derived are fair and reasonable, and that the contract is not contrary to the public interest, the school board shall vote to authorize the School Official to derive a direct benefit from the contract.
    - ii. After the school board authorizes a School Official to derive a direct benefit from a contract, no further disclosure or authorization related to the contract is required unless the contract extends into consecutive fiscal years. If the contract extends into consecutive fiscal years, disclosure must be made at the annual reorganization meeting but no new authorization is required.
  - b. If the school board determines the contract terms from which a direct benefit is derived are not fair and reasonable, or is contrary to the public interest, the school board shall vote to not authorize the School Official to derive a direct benefit from the contract. If the school board votes to not authorize a direct benefit, the contract is voidable and subject to disgorgement (i.e., the act of giving up on demand or by legal compulsion something that was obtained by illegal or unethical acts) or the person may resign from the school district.
  - c. The disclosure and school board action is public record.
  - d. The official minutes of the school board shall include the school board action on each disclosure and request for authorization to derive a direct benefit from a contract. A copy of the official school board minutes shall be sent to the Auditor- General and Attorney General within thirty (30) days of board approval of the minutes.
  - e. No school board member may participate in or vote upon a matter in which the school board member derives a direct benefit.

VI. MISCELLANEOUS:

1. Consequences for knowingly violating the conflict of interest laws set forth in SDCL Ch. 3-23:
  - a. It is a criminal violation for a School Official to knowingly violate the conflict of interest law.
  - b. A School Official who knowingly violates the conflict of interest law will be removed from office or employment and is disqualified from holding any public office, elective or appointive.
  - c. Any benefit which a School Official derived from the person's knowing violation of the conflict of interest law is subject to forfeiture.
  - d. Any contract made in violation of this policy may be voided by the school board.
2. The School District Attorney represents the school district and the school board and may answer questions about the law that address conflict of interest. As the school district attorney does not represent School Officials in their individual capacity, School Officials should consult with their own private attorney related to questions they may have regarding how this policy applies to their individual interests and contracts.

## REFERENCES

### Legal References:

SD Constitution, Article 8, §17

SDCL 1-27

SDCL 13-20-2.1

SDCL 13-43-1

SDCL 3-23-6

SDCL 3-23-7

SDCL 3-23-8

SDCL 3-23-9

SDCL 6-1-1

SDCL 6-1-17

SDCL 6-1-2

### Policy Reference:

BBF

BBFA

GBC

GBCA

## Adoption History

First Reading	07/14/16
Approved	08/15/16
First Reading – Revision	06/12/17
Approved – Revision	06/29/17

**Douglas School District 51-1**  
**CONFLICT OF INTEREST DISCLOSURE**  
This is a Public Document

Name of the school official requesting the waiver: \_\_\_\_\_

The disclosure is for the purpose of notifying the School Board of Douglas School District of:

- \_\_\_\_\_ an interest in a contract
- \_\_\_\_\_ a direct benefit from a contract

Identify the following:

a) all parties to the contract: \_\_\_\_\_

b) the person's role in the contract: \_\_\_\_\_

c) the purpose(s)/objective(s) of the contract: \_\_\_\_\_  
\_\_\_\_\_

d) the consideration or benefit conferred or agreed to be conferred upon each party: \_\_\_\_\_  
\_\_\_\_\_

e) the length of the contract: \_\_\_\_\_

f) any other relevant information: \_\_\_\_\_  
\_\_\_\_\_

If the disclosure relates to the school official deriving a direct benefit from a contract, explain how the terms of the contract are fair, reasonable, and not contrary to the public interest such that authorization should be granted by the school board.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of School Official

\_\_\_\_\_  
Date

**Douglas School District 51-1**  
**SCHOOL BOARD ACTION ON CONFLICT OF INTEREST DISCLOSURE**  
**OF A DIRECT BENEFIT**  
THIS IS A PUBLIC DOCUMENT

Conflict of Interest Disclosure of a Direct Benefit, dated\_\_\_\_\_

was received from\_\_\_\_\_.

The Disclosure was considered by the Douglas School District School Board during a meeting held on \_\_\_\_\_.

\_\_\_\_\_ The request for authorization was denied because the terms of the contract were determined to not be fair and reasonable, and/or were contrary to the public interest.

\_\_\_\_\_ The direct benefit from the contract was authorized because the terms of the contract are fair and reasonable, and not contrary to the public interest.

\_\_\_\_\_ The direct benefit was authorized because the terms of the contract are fair and reasonable, and not contrary to the public interest such that a waiver should be granted, subject to the following conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board President Signature

\_\_\_\_\_  
Printed Name

\*\*\*\*\*  
Upon School Board approval of the official minutes of the meeting when the School Board acted upon the above Conflict of Interest Disclosure, a copy of the official minutes will be emailed to the Auditor General and mailed to the Attorney General.

SECTION	<b>G</b>	TITLE	<b>Personnel</b>	FILE	<b>GCBDC</b>
---------	----------	-------	------------------	------	--------------

**Jury Duty Leave**

A Douglas School District employee shall be granted administrative leave with pay and no loss of accumulated time for the actual service required for the jury duty selection process or to perform jury duty service or when subpoenaed to testify in a hearing during school hours on a matter in which he/she is not a named party. The following procedures shall apply:

1. An employee shall notify their supervisor of the summons for jury duty or subpoena to testify.
2. If an employee is dismissed from the jury duty selection process, the employee shall request the court to provide documentation, i.e. a Certificate of Jury Service, to indicate the date and time of arrival and dismissal.
3. If an employee is selected for jury duty service, documentation of the date and time they are released must be provided.
4. If an employee receives prior notice that the jury duty selection process has been cancelled, the employee must report to the work assignment location to complete the regularly scheduled workday or use personal leave or annual leave, if applicable, for an absence from duty.
5. Administrative leave shall be approved for the time the employee actually uses to report for the jury duty selection process or jury duty service. The approved time includes travel to and from the court location and must occur during the regularly scheduled workday.
6. If an employee is dismissed from the jury duty selection process or jury duty service during their regularly scheduled workday, the employee shall:
  - a. Report to the unit of assignment, as soon as time allows, to complete the remaining half or whole day of scheduled work, or,
  - b. If the employee chooses not to return to work, the employee shall use personal leave or annual leave, if applicable, for the remaining half or whole scheduled workday. Sick leave may not be used for the jury duty selection process or service. If personal leave or annual leave is not available, the employee shall be placed on leave without pay.

**All fees received for State or Federal Court appearances or services shall be retained by the employee. For State Court, the employee shall receive his/her regular salary less any amount received for services,**

**up to but not in excess of his/her daily rate of pay. For Federal Court, the employee shall receive his/her regular salary with no reduction for the amount received. For both State and Federal Court, within twenty (20) days, the employee is required to present the court check to Human Resources for verification of leave time.**

**REFERENCES**

**State Reference:**

SDCL 16-13-41

**Federal Reference:**

USC Title

**Adoption History**

First Reading	7/14/2014		
Approved	8/11/2014		
First Reading Revision	7/11/2022		