

DOUGLAS SCHOOL DISTRICT  
BOARD OF EDUCATION

**AGENDA**

**Thursday, April 6, 2023**

**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/91486202994?pwd=eEU3KzV5bUFGMcXBUZIVtTFFYV0FwZz09>

Meeting ID: 914 8620 2994

Passcode: 279722

Individuals attending virtually and desiring to speak during the 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:
4. Review of Board Working Agreements:
  - Student Success is our Center
  - Be Respectful: Presume Positive Intent; Embrace Cognitive Conflict; Practice Suspension
  - Listen to Learn and Understand; Speak to Clarify
- 5.
6. Public Forum:
7. Approval of Agenda:
8. Consent Agenda Items:
  - A. Approval of Regular Meeting Minutes for March 27, 2023.
  - 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 ten (10) additional high school students for early graduation at the end of the school year (graduating in less than eight semesters), pending successful completion of all required classes and credits.
9. Items Removed From Consent Agenda
10. Elementary and Secondary Curriculum and Instruction Items:
- A. Approve 10-Point Grading Scale for grades 6-12 starting in School Year 2023-24.
  - B. Approve Agreement between National Math and Science Initiative (NMSI) and Douglas School District for SY 2023 - 24.
11. Superintendent Items:
- A. Inclement Weather Days - March 31, April 4, April 5
  - B. Classified Listening Session Summary
12. Fiscal Resources Items:
- A. Make a matter of record that valid School Board Nominating Petitions have been filed as follows:
    - One (1) three-year position for Board Member at Large  
Ben Frerichs

The annual School Board Election will not be conducted as there is neither a contested vacancy on the School Board nor any question submitted to the voters.
  - B. Approve attached resolutions from the Associated School Boards Protective Trust for the (1) South Dakota School District Benefits Fund Adoption and Renewal for July 1, 2023 to June 30, 2024 and the (2) Participation Agreement for July 1, 2023 to June 30, 2024. (Copy Attached)
13. Operational Support Services Items:
- A. Approve Bid as recommended for the Francis Case Boiler System Replacement. (Copy Attached)
  - B. Approve Bid as recommended for the Francis Case Ventilator System Replacement. (Copy Attached)
  - C. INFORMATIONAL READING of Revised, Reviewed, New or Deleted, Douglas District Policies, Section G:

14. Reports:

A. Superintendent:

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

15. Upcoming Calendar Events:

April 10-14 - Spring Break

April 24 - BOE Meeting, 5:00 pm

16. Executive Session to prepare for negotiations according to SDCL 1-25-2.4.

17. Adjournment

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

MINUTES  
DOUGLAS SCHOOL DISTRICT  
BOARD OF EDUCATION MEETING

Monday, March 27, 2023

The Douglas School District No. 51-1 Board of Education held a Regular meeting on Monday, March 27, 2023 at 5:00 PM in the library conference room at Vandenberg Elementary School, Box Elder, South Dakota. President Tanya Gray presided. Those present were:

Tonya Amaral: Present, Tanya Gray: Present, Amy McGovern: Present, Cathy Melendez: Present, Chris Misselt: Present. Patrice Holmes, Associate Member, present; Fran Apland, Associate Member, present.

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

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

There was nothing for public forum.

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

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

Approved Regular Board Meeting Minutes for March 13, 2023.

Approved Personnel Action for March 27, 2023. (Attachment)

Approved February 2023 Financial Reports. (Attachment)

Approved Accounts Payable Report. (Attachment)

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

Approved the non-reelection of forty (40) certified staff for the 2023-24 school year for the purpose of removing one-year only assignments or extra duty assignments.

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

Executive Director of Elementary Curriculum Ann Pettit and Executive Director of Secondary Curriculum Kit Veit shared information about school district staffing plans from different school districts in the country. Districts typically have staffing plans in place to make solid decisions promoting equity and efficiency in staffing. It promotes fiscal and academic responsibility. The district does not currently have a staff plan, but district leaders are considering one.

### **Fiscal Resources Items:**

Motion to Approve Recommendations by Capital Outlay Committee for the 2023-24 Capital Outlay Projects. This motion, made by Amy McGovern and seconded by Chris Misselt, Carried.

Business Manager Trista Olney explained the Concurrent Election Agreement with the City of Box Elder will permit the district and the city to hold its elections at the same place and time. If there is school board election, it will be on Tuesday, June 6th from 7:00 am to 7:00 pm at the Box Elder Community Center, 420 Villa Drive, Box Elder.

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

Motion to approve second reading of new board policies in Section G Personnel. This motion, made by Cathy Melendez and seconded by Tonya Amaral, Carried.

New Board Policy GCE - Part-Time and Substitute Employment of Professional Staff

New Board Policy GCEA - Job Sharing for Professional Staff

New Board Policy Exhibit GEA-E1 - Job Share Application.

### **Reports:**

Superintendent Kevin Case commented on the recent NAFIS Spring Conference that there were productive meetings with the legislative staffers. Senator Rounds office is working on getting clarity regarding the \$15 million grants.

He also stated the attendance at this year's Classified Listening Sessions was very similar to previous years. He will bring the summary to the April 6 board meeting.

Committee Reports from Board Members and Comments from Associate Board Members

Fran Apland shared Month of the Military Child flyers. There are lots of planned activities for April, including a proclamation from the Governor and one of the Douglas students will be the hero for the Saturday Rush game. She commended Teresa Keyser at Vandenberg for her time with the Anchored4Life program.

Cathy Melendez reported on the Box Elder Area Chamber of Commerce meeting. They held the election of officers, and there was no change in officers for the next year. They gave money to the post-prom event and to the Ellsworth Air Force Base for Month of the Military Child activities.

Tonya Amaral had Booster Club and Curriculum Coordinating Council reports. For Booster Club, she announced the next meeting will be April 17 at 6:30 p.m. Booster Club assisted with post-prom activities this year and had a good turnout. Track meets and baseball games are coming up. At the Curriculum Coordinating Council meeting, they reviewed district attendance policies and the ten-point grading presentation.

Patrice Holmes commented that she and Fran Apland meet prior to the board meetings. She added that the Month of Military Child is dear to her heart as she grew up as a military child.

Tanya Gray thanked everyone for post-prom activities. It's nice to have a safe event for our students. She reported on the Black Hills Special Services Cooperative Board of Directors meeting. They are busy and have the TIE Conference coming up in April at the Monument in Rapid City.

Motion to move into executive session at 6:07 p.m. to prepare for negotiations per SDCL 1-25-2.4. This motion, made by Cathy Melendez and seconded by Amy McGovern, Carried.

President Gray brought the Board out of executive session at 6:39 p.m.

Motion to moving into executive session at 6:40 p.m. to discuss personnel issue per SDCL 1-25-2.1. This motion, made by Cathy Melendez and seconded by Chris Misselt, Carried.

President Gray brought the board out of executive session at 7:03 p.m.

No action taken.

Motion to adjourn the meeting at 7:04 p.m. This motion, made by Cathy Melendez and seconded by Amy McGovern, Carried.

\_\_\_\_\_  
Tanya Gray, President

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

\_\_\_\_\_ Initials

\_\_\_\_\_ Date

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

**DOUGLAS SCHOOL DISTRICT****PERSONNEL ACTION 3/27/23****Certified Professional Growth Plans**

Name	Building	Position	
Brianna Marty	Patriot Elementary (Badger Clark wing)	3rd Grade Teacher	

**Certified Resignations/Retirements/Terminations**

Name	Position	Location	Effective Date
Lucas Jastorff - Resigning	SPED Teacher	Pariot Elementary (Francis Case wing)	End of 2022-2023 School Year

**Certified Recalled Resignations**

Name	Position	Location	Effective Date
Michele Hazledine	Kindergarten Teacher	Pariot Elementary (Badger Clark wing)	March 13, 2023

**Classified Resignations/Retirements/Terminations**

Name	Position	Location	Effective Date
Kelly Holden	Lunchroom Supervisor	Pariot Elementary (Badger Clark wing)	3/17/2023
Ricketa Hunt	SPED AIDE	Douglas Middle School	3/23/2023
Karrie Wendt	School Nurse	Pariot Elementary (Badger Clark wing)	6/30/2023

**Classified Voluntary Transfer Request**

Name	From Bldg / Position / Hrs / Wage	To Bldg / Position / Hrs / Wage	Effective Date
Catherine Baughman	Patriot Elementary (Francis Case wing) / Food Service Worker /4 hours / B/1 \$13.50 per hour	Patriot Elementary (Francis Case wing) / Food Service Worker / 6.5 hours / B/1 \$13.50 per hour	3/20/23
Johanna Burgerhout	Patriot Elementary (Francis Case wing) / Food Service Worker / 6.5 hours / B/1 \$13.50 per hour	Patriot Elementary (Francis Case wing) / Food Service Worker / 4 hours / B/1 \$13.50 per hour	3/20/23

**Administrator Staff Hiring**

Name	Location / Position	Wage	Effective Date
** Joshua Haaland	Douglas High School / Activities Director	M/2, 210 days/yr, 8 hrs/ day, \$95,346.30 per year	2023-2024 School Year

**Certified Staff Hiring**

	<b>Name</b>	<b>Location / Position</b>	<b>Wage</b>	<b>Effective Date</b>
	Christie Apland	Patriot Elementary (Francis Case Wing) / 3rd Grade Teacher	M/0 - \$53,275.00	2023-2024 School Year
	Sarah Baker	Douglas Middle School / Math Teacher	B/7 - \$53,525.00	2023-2024 School Year
**	Leighona Blair	Douglas Middle School / Language Arts Teacher	M/5 - \$57,025.00	2023-2024 School Year
	Hanna Crow	Patriot Elementary (Badger Clark wing) / 2nd Grade Teacher	B/0 - \$48,275.00	2023-2024 School Year
	Joie Drysdale	Douglas School District/ Title VI	M/7 - \$58,525.00	2023-2024 School Year
	Isabelle Johnson	Patriot Elementary (Badger Clark wing) / Kindergarten Grade Teacher	B/0 - \$48,275.00	2023-2024 School Year
	Matthew Koch	Douglas High School / Science Teacher	B/7 - \$53,525.00	2023-2024 School Year
	Betsy Nelson	Douglas Middle School/ Instructional Leader	M+30/7 \$63,525.00	2023-2024 School Year
	Nicholas Peterson	Douglas Middle School /Science Teacher	B/0 - \$48,275.00	2023-2024 School Year
**	Sherri Rathart	Douglas High School / Math Teacher	M+30/7 - \$63,525.00	2023-2024 School Year
**	Heidi Roberts	Vandenberg Elementary / Counselor	M+45/7 - \$68,525.00	2023-2024 School Year
	Melissa Schwiesow	Vandenberg Elementary /Instructional Leader	M+45/7 - \$68,525.00	2023-2024 School Year
	Rachel Smith	Vandenberg Elementary / 4th Grade teacher	M/7 - \$58,525.00	2023-2024 School Year
**	Courtney Tribby	Douglas High School / Phys Education Teacher	M/7 - \$58,525.00	2023-2024 School Year

**Classified Staff Hiring**

	<b>Name</b>	<b>Location / Position</b>	<b>Wage</b>	<b>Effective Date</b>
	Brianna Denson	Lunchroom Supervisor / Patriot Elementary (Badger Clark wing)	B/1 - \$13.50 per hour	March 20, 2023
	Briana Hernandez	Lunchroom Supervisor / Patriot Elementary (Badger Clark wing)	B/1 - \$13.50 per hour	March 20, 2023

**Substitute Hires**

	<b>Name</b>	<b>Substitute Teacher</b>	<b>Substitute Classified</b>	<b>Effective Date</b>
	Dakota Parks	\$16.00 per hour	95% of Step 1	3/16/2023

\*\* Personnel Action additions and updates made after initial publication and before scheduled school board meeting.

<b>February 1, 2023 FINANCIAL</b>	<b>GENERAL FUND</b>	<b>CAPITAL OUTLAY</b>	<b>SPECIAL EDUCATION</b>
BALANCE 01/ 31/ 23	\$734,753.03	\$5,313.72	\$1,217,116.09
RECEIPTS:			
TAXES	\$80,566.53	\$56,049.57	\$30,189.49
INTEREST	\$1,054.78		
ADMISSIONS	\$1,994.00		
LOCAL	\$801.01	\$108.33	
COUNTY	\$10,490.21		
STATE	\$1,506,699.06		\$182,650.75
FEDERAL			\$27,511.00
OTHER	\$4,265.00	\$500.00	
INTERFUND TRAN.	\$13,118.26		
TOTAL RECEIPTS:	\$1,618,988.85	\$56,657.90	\$240,351.24
DISBURSEMENTS:			
VERIFIED CLAIMS	\$224,190.04	\$275,129.65	\$15,093.97
SALARIES	\$1,672,483.24	\$0.00	\$378,984.23
TRANSFERS OUT			
<b>BALANCE 02/28/23</b>	<b>\$457,068.60</b>	<b>(\$213,158.03)</b>	<b>\$1,063,389.13</b>
BALANCE 02/ 28/ 22	(51,959.83)	1,315,138.85	1,827,558.94

<b>February 1, 2023 FINANCIAL</b>	<b>FEDERAL PROJECTS</b>	<b>UNEMPLOY- MENT FUND</b>
BALANCE 01/ 31/ 23	(\$3,099,729.62)	\$50,169.11
RECEIPTS:		
LOCAL		
STATE		
FEDERAL		
REIMBURSEMENTS	\$21,913.86	
OTHER (LOCAL) -AFROTC		
INTERFUND TRAN.		
TRANSFER IN		
TOTAL RECEIPTS:	\$21,913.86	\$0.00
DISBURSEMENTS:		
VERIFIED CLAIMS	\$20,297.01	\$0.00
SALARIES	\$107,231.46	\$0.00
TRANSFERS OUT		
<b>BALANCE 02/28/23</b>	<b>(\$3,205,344.23)</b>	<b>\$50,169.11</b>
BALANCE 02/ 28/ 22	(1,582,575.92)	50,849.24

<b>February 1, 2023 FINANCIAL</b>	<b>DEP CARE</b>	<b>MEDICAL REIMB</b>	<b>IMPACT AID</b>
BALANCE 01/ 31/ 23	\$491.39	(\$1,315.34)	\$22,983,716.54
RECEIPTS:			
INTEREST			\$13,118.26
FEDERAL			\$869,545.00
LOCAL	\$1,373.76	\$1,500.02	
OTHER			
INTERFUND TRAN.			
LOANS			
TOTAL RECEIPTS:	\$1,373.76	\$1,500.02	\$882,663.26
DISBURSEMENTS:			
VERIFIED CLAIMS	\$1,520.00	\$312.42	
EXPENDITURES/ TRANSFERS OUT			\$13,118.26
<b>BALANCE 02/28/23</b>	<b>\$345.15</b>	<b>(\$127.74)</b>	<b>\$23,853,261.54</b>
BALANCE 02/ 28/ 22	473.44	64.21	23,639,910.54

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<b>February 1, 2023 FINANCIAL</b>	<b>FOOD SERVICE</b>	<b>FIDUCIARY FUNDS</b>
BALANCE 01/ 31/ 23	\$290,247.61	\$237,876.32
RECEIPTS:		
INTEREST		
SALES	\$58,901.37	
STATE		
FEDERAL	\$59,749.99	
LOCAL	(\$177.89)	\$31,212.58
OTHER		
INTERFUND TRAN.		
LOANS		
TOTAL RECEIPTS:	\$118,473.47	\$31,212.58
DISBURSEMENTS:		
VERIFIED CLAIMS	\$90,910.21	\$22,497.14
SALARIES	\$23,413.74	\$0.00
<b>BALANCE 02/28/23</b>	<b>\$294,397.13</b>	<b>\$246,591.76</b>
BALANCE 02/ 28/ 22	206,126.43	212,849.92

**Board Report - For School Board 03/31/2023**

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
AMAZON.COM	182175		3,215.83
BALL CHAIN MANUFACTURING	182177		160.00
BJ'S INSTRUMENT REPAIR	182178		110.00
BORDER STATES ELECTRIC INC	182180		196.96
BOX ELDER HARDWARE	182181		215.96
BSN SPORTS, LLC	182182		2,763.32
CARQUEST AUTO PARTS	182183		388.56
CASH - CO	182184		932.00
CITY OF BOX ELDER/PUBLIC WORKS DEPT	182186		3,664.37
CRESCENT ELECTRIC	182187		25.92
DEMCO, INC	182188		296.54
FIDUCIARY ACCOUNT	182189		3,893.79
FOLLETT CONTENT SOLUTIONS, INC	182191		170.86
GOPHER SPORT	182192		374.92
GRAINGER, INC	182193		468.11
HAGGERTYS MUSICWORKS	182194		139.09
HILLYARD INC	182195		170.69
INNOVATIVE OFFICE SOLUTIONS	182196		259.20
INSTITUTE MULTI-SENSORY EDUCATION	182197		6,000.00
INSTRUMENTALIST AWARDS LLC	182198		236.00
JOSTENS INC	182199		91.79
JW PEPPER & SONS, INC.	182200		782.97
LAKESHORE LEARNING MATERIALS	182201		143.98
LASTING IMPRESSIONS	182202		80.00
MENARDS	182203		351.68
MG OIL COMPANY, INC.	182204		2,929.80
MIDCONTINENT COMMUNICATIONS- AUTO PAY	94		1,502.24
MIDWEST BUS PARTS, INC.	182205		360.87
MONTANA DAKOTA UTILITIES COMPANY, INC.	182206		18,759.98
NORTH CENTRAL BUS & EQUIPMENT CO. INC	182207		274.40
OFFICE OF FIRE MARSHAL	182208		400.00
OLSON TOWING	182209		696.50
RAPID CITY JOURNAL	182210		478.68
RESTROOM DIRECT	182211		69.12
RIDDELL / ALL AMERICAN SPORTS CORP	182212		2,719.32

**Board Report - For School Board 03/31/2023**

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
RTR DIRECT, LLC	182213		1,818.80
SCHOOL NURSE SUPPLY	182214		215.16
SDASBO	182216		100.00
TEACHERS DISCOVERY	182218		154.49
TEMPERATURE TECHNOLOGY INC	182219		705.31
VENTRIS LEARNING	182221		75.25
<b>GENERAL FUND</b>			<hr/> 56,392.46
AMAZON.COM	182175		998.13
CENTURY BUSINESS	182185		6,453.21
FOLLETT CONTENT SOLUTIONS LLC	182190		869.43
FOLLETT CONTENT SOLUTIONS, INC	182191		1,363.46
<b>CAPITAL OUTLAY</b>			<hr/> 9,684.23
ADAPTIVE SPECIALTIES	182174		197.10
AMAZON.COM	182175		453.76
AUTISM PRODUCTS.COM	182176		2,792.00
BLACK HILLS SPECIAL SERVICES COOPERATIVE	182179		30.00
SD DEPARTMENT OF HUMAN SERVICES	182215		55.81
TIMMONS MARKET	182220		48.05
<b>SPECIAL ED</b>			<hr/> 3,576.72
AMAZON.COM	182175		688.51
CASH - CO	182184		224.00
INSTITUTE MULTI-SENSORY EDUCATION	182197		550.70
TEACHER DIRECT	182217		412.80
<b>GRANTS</b>			<hr/> 1,876.01
			<hr/> 71,529.42
AMAZON.COM	12041		226.82
CASH-WA DISTRIBUTING COMPANY, INC.	12042		421.98
CASH-WA DISTRIBUTING COMPANY, INC.	12043		2,635.11
COCA-COLA BOTTLING CO HIGH COUNTRY	12044		200.00
DOMINOS PIZZA- BOX ELDER	12045		943.00
GENERAL FUND	12046		42,757.89
PAN-O-GOLD BAKING COMPANY, INC.	12047		811.01
PRAIRIE FARMS	12048		2,636.80
REINHART FOOD SERVICE LLC	12049		6,949.34
SERVALL TOWEL & LINEN SUPPLY, INC.	12050		207.62
<b>FOOD SERVICE</b>			<hr/> 57,789.57
			<hr/> 57,789.57

**Board Report - For School Board 03/31/2023**

Vendor Name

Check #

Expensed

Amount

Grand Total:

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129,318.99

**DOUGLAS SCHOOL DISTRICT****PERSONNEL ACTION 4/6/23****Certified Resignations/Retirements/Terminations**

<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Charlotte Warren	Reading Teacher	Douglas Middle School	Prior to starting 2023-2024 contract
Rosevel McMichen	Special Education Teacher	Vandenberg Elementary	May 31, 2023

**Certified Voluntary Transfer Request**

<b>Name</b>	<b>From Bldg/Position</b>	<b>To Bldg/Position</b>	<b>Effective Date</b>
Angela Rossow	Special Education Teacher/VES	Special Education Evaluator/ District	2022-23 School Year

**Classified Resignations/Retirements/Terminations**

<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Rhonda Chance	SPED Aide	Vandenberg Elementary	May 25, 2023
Kathy Minney	Library Aide	Douglas Middle School	April 21, 2023
Lacy Puhlman	Library Aide	Vandenberg Elementary	April 12, 2023

**Certified Staff Hiring**

<b>Name</b>	<b>Location / Position</b>	<b>Wage</b>	<b>Effective Date</b>
Sarah Lewis	Carrousel Elementary / Early Childhood Special Education	B/7 - \$53,525.00	2023-2024 School Year

\*\* Personnel Action additions and updates made after initial publication and before scheduled school board meeting.

**Board Report - For School Board 04/15/2023**

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
A & B WELDING SUPPLY COMPANY INC.	182226		2,031.09
AMSTERDAM PRINTING & LITHO CORPORATION	182227		366.61
ASBSD	182228		2,000.00
BERS WINDY FLATS RUBBLE SITE	182229		42.00
BLACK HILLS STATE UNIVERSITY	182231		250.00
BOX ELDER HARDWARE	182232		60.95
CASE, KEVIN	182233		2,704.88
CENTRAL HIGH SCHOOL- MUSIC	182234		500.00
CENTURYLINK	182235		458.43
DAKOTA SUPPLY GROUP, INC.	182236		442.99
DENNIS SUPPLY-RC	182237		1,042.14
ERIC ARMIN INC.	182238		189.50
FLOYD'S TRUCK CENTER	182240		7,092.98
HARLOW'S BUS SALES, INC.	182242		913.17
HATFIELD, NAOMI	182243		5,818.40
HILLS SEPTIC SERVICE	182244		239.63
HILLYARD INC	182245		530.50
JOHNSON CONTROLS INC	182246		109.06
JW PEPPER & SONS, INC.	182247		54.99
KIMBALL MIDWEST	182249		193.18
LASTING IMPRESSIONS	182250		80.00
MENARDS	182251		349.13
MG OIL COMPANY, INC.	182252		11,224.55
MUSIC THEATRE INTERNATIONAL	182253		770.00
NORTH CENTRAL BUS & EQUIPMENT CO. INC	182254		448.38
PAZOUR, ANNA	182255		985.55
RAPID CITY JOURNAL	182256		195.36
RUSHMORE PLAZA HOLIDAY INN	182258		138.00
SANFORD HEALTH OCCMED	182259		35.00
SASD	182260		640.00
THUNDERBIRD LODGE	182261		563.35
VANWAY TROPHY & AWARD, INC.	182264		66.60
VELEZ III, WILLIAM	182265		826.00
VOYAGER FLEET SYSTEMS, INC.	182266		461.50
WEST RIVER ELECTRIC-AUTOPAY	95		1,997.19

**Board Report - For School Board 04/15/2023**

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
WESTERN COMMUNICATIONS, INC.	182267		259.81
WESTERN STATES FIRE PROTECTION COMPANY	182268		3,269.87
<b>GENERAL FUND</b>			<hr/> 47,350.79
FOLLETT CONTENT SOLUTIONS LLC	182241		1,354.49
<b>CAPITAL OUTLAY</b>			<hr/> 1,354.49
BLACK HILLS SPECIAL SERVICES COOPERATIVE	182230		200.00
FIDUCIARY ACCOUNT	182239		10,556.97
RATWIK, ROSZAK & MALONEY, P.A	182257		225.00
TIMMONS MARKET	182262		22.83
<b>SPECIAL ED</b>			<hr/> 11,004.80
KANSAS & KYAL MIDDLETENT	182248		1,600.00
URBAN, KATY	182263		43.94
<b>GRANTS</b>			<hr/> 1,643.94
			<hr/> 61,354.02
CASH-WA DISTRIBUTING COMPANY, INC.	12052		475.24
CASH-WA DISTRIBUTING COMPANY, INC.	12053		2,446.20
COCA-COLA BOTTLING CO HIGH COUNTRY	12054		1,007.00
PAN-O-GOLD BAKING COMPANY, INC.	12055		457.92
PRAIRIE FARMS	12056		3,749.82
PROGUARD SERVICE & SOLUTIONS	12057		24.42
REINHART FOOD SERVICE LLC	12058		12,738.54
SERVALL TOWEL & LINEN SUPPLY, INC.	12059		81.62
<b>FOOD SERVICE</b>			<hr/> 20,980.76
			<hr/> 20,980.76
Grand Total:			<hr/> 82,334.78

**PAYROLL EXPENDITURES**

**MARCH 7 2023**

**MARCH 21 2023**

**TOTALS**

**\$1,061,587.56**

**\$1,124,686.25**



# The Grading Scale Process Summary

March 20, 2023

# Scale Comparisons

7 pt Grading Scale	10 pt Grading Scale
A: 93-100	A: 90-100
B: 86-92	B: 80-89
C: 78-85	C: 70-79
D: 70-77	D: 60-69
F: 69 and Below	F: 59 and Below

# The Process

- A thought exchange was implemented.
- A committee was formed.
- Research was conducted.
- Meetings and discussions were held.
- A conclusion was determined.



# Thought Exchange

## Findings:

- Based on the results of the thought exchange including parents, students, and staff, there is a consensus to move towards a 10-point grading scale.

## Some of the most highly-rated thoughts included:

- More consistent with other high schools/universities.
- Allow students a fair opportunity when applying for admissions and scholarships.
- Provide continuity for military students and families.
- Lower stress and help borderline students. Positive effect on self-perception of ability.



# State and Area School Comparisons

RCAS has adopted a 10-point grading scale.

Harrisburg, Custer as well.

SD Board of Regents policy utilizes a 4-point, A, B, C, D, F scale with no pluses or minuses.



# Expectations

- Excellent work is still excellent work.
- Standards and expectations will not change.
- Previously earned grades will not change. The new scale will not be retroactive.
- Having a broader set of points allows teachers to better communicate with students their understanding of concepts. (ie: an 87 shows clear understanding with almost mastery of the concept)

<b>Grade</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>F</b>
<b>Percentage</b>	90-100	80-89	70-79	60-69	0-59
<b>GPA</b>	4.0	3.0	2.0	1.0	0.0
<b>Standards Evaluation</b>	Proficient on all standards	Proficient on most of the standards	Proficient on half the standards	Proficient on less than half of the standards	Not proficient

# Conclusions

- Seamless transfers for incoming & outgoing students
- Consistency
- Open up opportunities
- Doing what is best for Douglas students



## AGREEMENT

### National Math and Science Initiative College Readiness Program and Douglas School District

This Agreement is between National Math Science Initiative (“NMSI”) and Douglas School District (“the District”) for the purpose of implementing the National Math and Science Initiative’s College Readiness Program (“the Program”) in the following Schools (“The School/s):

- Douglas High School

#### **SECTION 1. TERM:**

The term of this Agreement shall commence on June 1, 2023, for School Years 2023-2024, and end on June 30, 2024 (the “Term”), subject to the terms of this Agreement.

#### **SECTION 2. NMSI’S CORE BELIEFS**

1. We believe **STEM education** is the greatest lever to **accessing opportunity** and is unmatched in unlocking **student potential**.
2. NMSI’s mission is to advance STEM education to ensure **all students**, especially those **furthest from opportunity**, thrive and **reach their highest potential** as problem solvers and lifelong learners who pursue their passions and tackle the world’s toughest challenges.

#### **SECTION 3 COMMITMENTS BY THE DISTRICT**

The District agrees to implement the NMSI College Readiness Program (“CRP”) in accordance with this Agreement, to increase Advanced Placement® (“AP”) math, science, and English enrollment and qualifying scores on AP® MSE exams. To ensure Program success, the District agrees to take actions necessary to implement, achieve and maintain the strategies and goals set forth in this Agreement and *Attachments A, B, C, and D*.

##### **SECTION 3.1. OBLIGATIONS OF THE DISTRICT**

1. The District shall maintain the quality of AP MSE courses by implementing the following Program components:
  - a. Recruit, prepare, and support students in AP MSE courses through open access and the elimination of barriers to student enrollment;
  - b. Recruit and support highly qualified teachers. NMSI follows the US Department of Education’s definition of “highly qualified teachers,” which requires districts to provide evidence that their teaching positions are filled by subject-matter experts who hold degrees and certifications in their subject areas;
  - c. Recruit and appoint three to five team members, depending on Program student enrollment, to lead the initiative on behalf of the school. These team members will form the AP Leadership Team. Duties of the AP Leadership Team:

- Responsibilities include participating in regular touchpoints with the NMSI appointed Program Manager and supporting school-based staff to ensure successful program implementation.
  - Responsibilities include communicating with NMSI Program Implementation Managers, distributing event registration links to teachers and students.
  - Responsibilities include providing estimated teacher and student enrollment by April 1<sup>st</sup> of each year or during onboarding (whichever comes later) and again provide finalized teacher and student rosters to NMSI by September 15<sup>th</sup> of each school year in the Program.
- d. Encourage all AP MSE teachers to participate in up to 56 hours of professional learning and supports, delivered in-person and online trainings as determined by NMSI;
  - e. The AP Leadership Team is to inform and ensure participating AP MSE teachers are expected to administer the pre and post Critical Reasoning for College Readiness (CR4CR) assessment;
  - f. Inform students, parents, and participating teachers that all students enrolled in AP MSE courses will be expected to take the AP Exam;
  - g. Encourage all students enrolled in AP MSE courses take the AP exam;
  - h. Ensure the designated AP Leadership Team will collaborate with the NMSI Program Manager to develop and lead overall strategy and programmatic implementation;
  - i. Align the Master Schedule to allow for maximum student access to AP MSE courses;
  - j. Complete College Board course audits for all AP MSE courses during the fall semester of the current school year (NMSI preferred date - no later than October 31);
  - k. Report data to NMSI as requested and listed in [Attachment A](#), this is a requirement to receiving annual honorariums;
  - l. Report course enrollment data to NMSI no later than September 15<sup>th</sup> each year in the program, this is a requirement to receiving annual honorariums, if eligible; and
  - m. Complete and submit NMSI School Success Plan to NMSI appointed Program Manager by required date.
2. The School and District shall use reasonable efforts to do to the following:
    - a. Promote Laying the Foundation (LTF) with non-AP 3<sup>rd</sup> - 12<sup>th</sup> grade teachers in the District, including participation in up to 28 hours of professional learning, delivered in-person and online trainings. LTF gives teachers the resources they need to raise expectations and develop advanced levels of thinking and learning. Teachers of grades 3-12 will gain access to content, culturally relevant strategies, vertically aligned materials and learning progressions necessary to prepare students for advanced coursework in high school and college;
    - b. Promote and encourage participation for the AP Leadership Team to attend NMSI Leadership Training; and

- c. Promote and publicize NMSI's College Readiness Program to encourage demand, support and participation in the following ways:
  - i. Make the School community aware of the Program by way of PTA meetings, and inclusion in School publications, social media, news media outreach, and other communications in coordination with NMSI as required by this Agreement;
  - ii. Notify its Program Manager and NMSI's Communications Team of upcoming community outreach in which the Program will be a topic;
  - iii. Use all appropriate logos, marks, and other identifying materials on all NMSI Program-related materials and communications;
  - iv. Refrain from altering or modifying any logos, marks, copyright notices, trademark notices, or other intellectual property of NMSI; and
  - v. All communication from the school system to program funder(s) flows through NMSI unless the school system had a working relationship with the funder(s) before joining NMSI's program.
3. The District shall strive to increase the number of AP MSE student enrollments and courses offered.
4. The District shall:
  - a. Provide reasonable internet access opportunities for students to access online study session resources at the school;
  - b. Provide to NMSI a roster of all students by September 15<sup>th</sup>, upon NMSI's request for reporting purposes, this is a requirement to receiving annual honorariums;
  - c. Provide adequate consumables if necessary.
5. The District shall comply with NMSI Brand Standards as provided in [Attachment D](#). Public announcements regarding NMSI's College Readiness Program, including references in social media and school or district newsletters, should not be distributed without prior approval per NMSI. The NMSI social media kit may serve as prior approval as applicable. All media requests outside of the scope of the social media kit should be sent to [marketing@nms.org](mailto:marketing@nms.org) to gain approval.
6. The District acknowledges that NMSI is the sole and exclusive owner of any instructional materials, training materials, and auxiliary media content distributed to the School either directly or by way of NMSI's online distribution channels and of all associated intellectual property registrations and copyright protections. The School and the District agree that their engagement with NMSI under this Agreement shall not create any ownership or licensing rights in the School or the District to any NMSI materials, except as specifically provided in this Agreement. The School and District agree not to claim any intellectual property rights in NMSI materials beyond the scope of the written Agreements between NMSI and the School or District. The School and the District agree that teachers, principals, administrative staff, counselors, or volunteers will not reproduce any NMSI copyrighted materials in any form or by any electronic or mechanical means, or create any derivative works therefrom, without explicit written permission from NMSI, except as specifically provided in this Agreement. All input, corrections, improvements and ideas received by NMSI from the School or District and its personnel with respect to NMSI programs and materials are assigned to NMSI and will be the sole property of NMSI to be utilized by NMSI in its sole discretion without any compensation to the School, District, or its personnel.
7. The District will endeavor to utilize professional development funds to expand Program access and participation beyond the funding committed elsewhere in this Agreement. The District makes no commitments about the level, if any, of additional funding that may be available for this use.

### **SECTION 3.2. NONCOMPLIANCE**

If, at any time, the District is not in compliance with the terms of this Agreement in the judgment of NMSI, NMSI will work directly with administrators and district-level leaders to determine appropriate interventions and implement plans for correction with ongoing monitoring and assistance. If such interventions do not effectively bring the District into compliance in NMSI's sole discretion, NMSI reserves the right to place the District on probation, to discontinue programming, or to terminate this Agreement. If NMSI determines that a probationary period is appropriate, the District will receive a letter detailing terms and requirements of the probationary period. The District may then commit to the requirements of the probationary period or terminate the Agreement.

### **SECTION 3.3. TERMINATION OF AGREEMENT BY SCHOOL**

The District may terminate this Agreement for the next and subsequent school year(s) during the Term with written notice delivered to NMSI on or before **March 31st of each program year**. Upon delivery of termination notice, the obligations of the parties will be released. Termination of this Agreement under this paragraph will not alter NMSI's right to payment for services rendered pursuant to this Agreement through the end of the school year in which notice was given for which the District would otherwise have been obligated to pay.

### **SECTION 4. COMMITMENTS BY NMSI**

During the Term, NMSI agrees that it will:

1. Apply available NMSI granted funding to assist the District in implementing and operating the Program. NMSI reserves the right to modify, limit, or terminate services and Program elements under this Agreement if funding is not available to fund actions under this Agreement.
2. Collaborate with the District to implement, manage, and report the results of the Program as outlined below:
  - a. Appoint a NMSI Program Manager to serve as NMSI's liaison to work with the District to set goals, monitor, and prepare for sustainment strategy;
  - b. Provide forms, data, and reports needed for the Program;
  - c. Advise Program schools in recruiting AP MSE student and teachers;
  - d. Advise schools and districts on MSE course offerings and scheduling;
  - e. Assist the AP Leadership Team in providing the best testing environment for AP students;
  - f. Provide subject matter experts to support teachers and students;
  - g. Work directly with administrators to proactively address concerns;
  - h. Develop Program probation growth plans for struggling Program schools as appropriate in NMSI's sole discretion; and
  - i. Train Teachers:
    - i. Standard NMSI AP MSE trainings include up to 56 hours of professional learning and support, delivered in-person and/or online. Depending on the District's needs, additional trainings might be included as a supplement to standard NMSI trainings; and

- ii. Grade 3 – 12 MSE teachers are able participate in NMSI’s Laying the Foundation Program. This includes 28 hours of professional learning, delivered in person and online trainings, as approved by NMSI. These teachers will gain access to content, culturally relevant strategies, vertically aligned materials and learning progressions necessary to prepare students for advanced coursework in high school and college.
3. Support students by providing resources to conduct AP MSE student study sessions over the course of the school year.
4. If applicable, NMSI will provide funding for honorariums and recognition based on Program participation requirements throughout the terms of this Agreement. Data requests are required for honorariums and recognition.
5. Provide reusable course supplies for AP NMSI-supported courses as approved by NMSI. AP math, science, computer science, and English teachers are eligible for course supplies from NMSI.
6. Reimburse the District for AP MSE exam fees. NMSI will reimburse up to 50% of the student portion of the exam fee for a non-free and reduced lunch student and up to 100% for a free and reduced lunch student. Invoices must be submitted to [accountspayable@nms.org](mailto:accountspayable@nms.org) by June 30 each year in the Program.
7. Support District efforts to promote and publicize the Program by:
  - a. Providing the School Principal, Partner School Director and any System-level media/public relations office with material that can be used to promote and publicize the Program, the participating School, Teachers, Students and their achievements.
  - b. Suggesting, supporting and/or participating in events such as PTA meetings, club and course-selection events and academic pep-rallies.
8. Consider modifying, additional, or alternate services based upon the District’s performance of its commitments and undertaking pursuant to this Agreement in an effort to promote continuous improvement by the District. If NMSI determines, in its sole discretion, it is appropriate to materially modify or change the services contemplated by this Agreement, the District will receive a letter detailing the terms and requirements of the modified program. The District may then commit to the new requirements or terminate the Agreement.

## **SECTION 5. PROGRAM SCHEDULE OF SERVICES**

Schedule of Services. *Attachment C* identifies the services set aside for implementation of the Program at the District. The services listed in *Attachment C* are subject to change according to actual services rendered under this Agreement.

## **SECTION 6. ACCESS TO INFORMATION**

1. Parents, legal guardians, or eligible students may review personally identifiable information in the student’s records and correct erroneous information by contacting the school or educational agency. School or District personnel shall have direct access to student data via the NMSI account login. NMSI will provide school or District with a copy of student data and shall modify and/or delete such data upon written request by the School. NMSI shall provide such student records and/or correct such errors within five (5) days of receipt of written notice. NMSI shall reasonably cooperate with the school or District in complying with this mandate. NMSI will allow inspection, review and amendment or changes to student

data via an authorized request from a school, along with information on how a school may make such a request.

2. Email notifications will be sent to contracted entities if there are material changes to NMSI's Privacy Policy.
3. NMSI will retain student records in accordance with FERPA guidelines to effectively deliver and assess the Program and Laying the Foundation. NMSI will request student PII, in accordance with FERPA, to effectively carry out NMSI's CRP and LTF elements during the term of the agreement. See [Attachment B](#) for NMSI's PII Data Policies.
4. A school has the right to review, have deleted, and/or refuse to permit further collection or use of the student's information. The School or District's Limitation of student data provided to NMSI shall be deemed a material breach of the School or District's obligations under this Agreement. In such event, NMSI may terminate this Agreement in its sole discretion. Schools may contact their NMSI appointed Program Manager for data requests and more information regarding the consequences or implications for limitation of data use by NMSI.

## **SECTION 7. GENERAL PROVISIONS**

1. Relationship of the Parties; No Third-Party Beneficiaries. NMSI is an independent non-profit corporation and, subject to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control and direct the performance of the services to be provided by NMSI as an independent contractor pursuant to this Agreement. The personnel and staff of NMSI are employees of NMSI and shall not, for any purpose, be considered employees or agents of the School or the District. The personnel and staff of the School and the District shall not, for any purpose, be considered employees or agents of NMSI. Nothing in this Agreement shall be deemed or construed to establish a joint venture, employer-employee, agent, agency or legal partnership relationship. NMSI shall not incur any liability for or assume responsibility for any debts or obligations of the School and shall not sign as a guarantor or co-signer on any instrument for the School. The agreement by and between the parties to this Agreement does not create a warranty or guarantee of any results or funding and is not intended to and does not create any right of any sort in any third party with respect to the representations, commitments, and obligations set forth herein. The only intended benefits of this Agreement are to the named Parties to the Agreement. The District, each School, and their respective personnel may not bind NMSI to any contract, agreement or obligation, and NMSI may not bind the District or the School to any contract, agreement or obligation.
2. Limitation of Liability and Indemnification. To the extent permitted by law, in no event will NMSI (i) be liable TO ANY PARTY for any incidental, consequential, special, punitive or exemplary damages FOR ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT, and/or (ii) be liable in the aggregate under or as a result of this AGREEMENT for any amount in excess of the total amount paid to NMSI by the District under this AGREEMENT. To the extent permitted by law, the School and District agree to indemnify NMSI against, and to hold NMSI harmless from any and all liabilities, obligations, or indebtedness, whether not existing or hereafter arising or incurred, arising from or by reason of NMSI's operations, including NMSI's negligence, that are not specifically assumed by NMSI under this Agreement.
3. In the event of a dispute regarding the meaning or effect of this Agreement, the parties agree to negotiate in good faith toward a resolution of their dispute while continuing to perform all undisputed provisions of this Agreement. Should they not be able to reach a negotiated resolution to their dispute, they agree that as a condition precedent to any court action seeking to construe or enforce this agreement that they will submit to mediation. Prior to such mediation, the parties agree to provide to the mediator and each

other party any information designated by the mediator as necessary or appropriate to conduct the mediation. The cost of any such mediation, including mediator's fees, shall be paid one-half by the School and one-half by NMSI. Certification by the mediator that the parties were not able to reach agreement shall constitute conclusive evidence of satisfaction of the condition precedent imposed by this paragraph.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be Dallas County.
5. Although drafted by NMSI, the Parties agree this Agreement shall not be strictly construed against NMSI. This Agreement shall be liberally interpreted to achieve its described purposes.
6. Incorporation of Attachments. The following Attachments are incorporated into and made part of this Agreement completely, as if they were copied verbatim at the point of reference to said Attachment:

*Attachment A:* Authorization to Release District Performance Data

*Attachment B:* PII Data Policies

*Attachment C:* Schedule of Services

*Attachment D:* NMSI Brand Standards

**IN WITNESS, WHEREOF**, the parties have caused this Agreement to be executed on the dates set forth below.

**Douglas School District**

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**NATIONAL MATH AND SCIENCE INITIATIVE**

Signature: \_\_\_\_\_

Printed Name: Tammy Knapp

Title: Chief Financial Officer

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

## ATTACHMENT A

### Authorization to Release District Performance Data

Upon request, the District shall provide to NMSI data necessary to measure Program results. The District agrees to release school and student data, as requested by NMSI, for all students who participated in, or were exposed to NMSI programming (e.g., CRP, LTF), as well as comparison students within the district. The District can designate who will be sharing the data with NMSI.

Class enrollment data and AP data to be released include:

- Course Name
  - Class Period
  - Course Duration
- Teacher
  - Name
  - Email
- Student Demographic Data
  - Name
  - Email
  - District Identification number
  - School Identification number
  - Date of Birth
  - Gender
  - Ethnicity
  - Socio-Economic Status
  - Grade Level
  - Military Status
- Student Exam Data
  - AP Exam Results (if applicable)  
Upon request, the District shall report to NMSI their AP outcome data from College Board annually. The District agrees to download their College Board student data file from the College Board portal and upload the College Board student data file to NMSI. The District will receive additional details on the process in writing from NMSI.
  - State standardized test results for all applicable grades

NMSI will comply with all state and federal privacy laws with respect to the collection and sharing of data described herein. Information will be released consistent with the Family Educational Rights and Privacy Act, South Dakota law and Douglas School District policy regarding the confidentiality of data.

The District agrees to comply with all state and federal privacy laws with respect to the collection and sharing of data described herein. Information will be released consistent with the Family Educational Rights and Privacy Act, South Dakota law and Douglas School District policy regarding the confidentiality of data. This authorization will include data for students graduating in 2023-2026.

Signature: \_\_\_\_\_

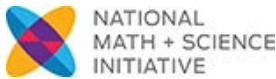
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## ATTACHMENT B

### PII Data Policies



#### Summary

The federal Family Educational Rights and Privacy Act protects the privacy of student education records. NMSI is formally certified as meeting the mandates of FERPA via certification through iKeepSafe. In cooperation with participating schools, NMSI collects information about students, including Personally Identifiable Information. NMSI uses the information to evaluate the efficacy of our programs, meet grantor reporting requirements and fulfill elements of the program related to awards for teachers, students and school program directors.

This document summarizes NMSI's policies and procedures in relation to protecting students' PII.

#### *Policies*

NMSI maintains clearly written policies explaining the data it collects, stores and transfers. Those policies include.

- [Privacy](#)
- Acceptable Use Policy
- BYOD policy
- IT Data Management Procedure
- Privacy and Confidentiality
- Security
- NMSI Student Data Flow
- Permission Release Letter – College Board to NMSI

#### *Control of Data*

- For the purpose of data security and adherence to FERPA, NMSI agrees that it is under the direct control of partner schools with regard to students' personally identifiable information
- NMSI maintains clear terms directing how students' personally identifiable information is treated at the end of its formal relationship with each school
- NMSI has a process to help schools respond to requests from parents or eligible students to inspect and review personally identifiable information
- NMSI claims no rights or licenses to use personally identifiable information for any purpose other than the delivery and functioning of its services in the manner for which it is intended for use by the school

#### *Reporting*

- NMSI will not make public any reports or publications that could potentially reveal PII, including not sharing disaggregated outcomes for subgroups of less than 10 students.

#### *Choice and Disclosure*

- NMSI services are designed to operate with minimal collection of student data to provide the intended service to the school

- NMSI does not share or otherwise transfer students' personally identifiable information or directory information to third parties for advertising or marketing purposes
- Where valid, NMSI uses aggregated anonymized data and de-identified metadata for such things as improving its services and conducting research to validate the efficacy of programs
- Third parties engaged to perform these functions are required to agree to adhere to NMSI's privacy policies and practices and are prohibited from using the data for any other purpose

### *Security*

- Secure protocols are in place for delivery of student data from schools to NMSI
- Student data is securely stored with appropriate access controls and encryption mechanisms
- Student data is maintained in a manner that allows a school access to the data for which it is authorized
- Internal access to students' sensitive data, including personally identifiable information, is allowed only for the operation of services and educational purposes. Such access is limited to authorized employees, and is revoked when the need no longer exists or an authorized employee leaves the organization
- NMSI conducts background checks on all employees who have access to student data
- NMSI conducts regular security assessments & audits
- NMSI has practices for securely deleting personally identifiable information within 5 years of time and after it is no longer needed by a school, when requested by a school or as otherwise noted per the stated terms of use or contractual agreement with a school
- Material changes to data security processes or protocols previously noted in the privacy policy are submitted to schools in advance of such changes

### *Third Party Service Providers*

- NMSI discloses the presence of third-party service providers, such as analytics companies to school
- NMSI's agreements with third parties' detail NMSI's data privacy and security policies and expectations, and third parties are required to assure their ability to comply
- NMSI assesses the privacy and security policies and practices of third party service providers to ensure that they are capable of complying with NMSI guidelines and practices, including those related to ensuring the confidentiality, security and integrity of student data, as well as transfer of students' personally identifiable information to a school upon request or termination of an agreement and deletion of such data

## ATTACHMENT C

### Schedule of Services

The Program anticipated services to be provided to the School.

Trainings/Professional Development		
NMSI Service	Courses	Description of Services
<p>College Readiness Program (CRP) Teacher Training:</p> <ul style="list-style-type: none"> <li>Up to 56 hours of professional learning, delivered in-person and/or online (36 hours certified, 16 hours additional support)</li> </ul>	<p>AP Calculus AB            AP Calculus BC            AP Statistics            AP Biology            AP Environmental Science            AP Chemistry            AP Physics 1, 2, E&amp;M, Mech            AP English Language            AP Computer Science A            AP Computer Science P</p>	<p>Content specific AP teacher training, differentiated by subject, specifically for AP teachers which includes:</p> <ul style="list-style-type: none"> <li>Access to educative curricula</li> <li>Heavily focused on subject content and AP success strategies</li> <li>All materials provided by NMSI</li> <li>NMSI appointed Program Manager</li> </ul>
<p>Laying the Foundation (LTF) Teacher Training:</p> <ul style="list-style-type: none"> <li>Up to 28 certified hours of professional learning, delivered in-person and online trainings</li> </ul>	<p>Math/Science (<b>Elementary</b>)            English (<b>Middle School</b>)            Math (<b>Middle School</b>)            Science (<b>Middle School</b>)            English (<b>High School</b>)            Math (<b>High School</b>)            Biology (<b>High School</b>)            Chemistry (<b>High School</b>)</p>	<p>LTF gives teachers the resources they need to raise expectations and develop advanced levels of thinking and learning. Teachers of grades 3-12 (non-AP) will gain access to content, culturally relevant strategies, vertically aligned materials and learning progressions necessary to prepare students for advanced coursework in high school and college</p>
<p>Leadership Development: Up to 18 hours of professional development for administrators, delivered online and/or in person</p>		<p>Workshop for principals, administrators, and counselors to:</p> <ul style="list-style-type: none"> <li>Discuss the role of dialogical coaching throughout CRP implementation</li> <li>Reflect on current access to AP within the leaders' districts and schools</li> <li>Explore ways that access might be expanded</li> <li>Create understanding around what an ideal NMSI/district partnership looks like               <ul style="list-style-type: none"> <li>Begin development of NMSI Strategic Action Plan</li> </ul> </li> </ul>

### Student Supports

NMSI Service	Description of Services
Student Supports resources	<p>AP MSE course-specific resources available to conduct study sessions, including but not limited to:</p> <ul style="list-style-type: none"> <li>• On-demand modules, video tutorials, and online quizzes</li> </ul>
STEM Star Awards	<p>Based upon the number of students enrolled in the AP Program, the District will select the students who will be receiving a STEM Star Award. NMSI will distribute the award to the student directly.</p>

### Other Supports

NMSI Service	Description of Services
AP Exam Fees	<p>NMSI to reimburse District for AP MSE Exam fees. NMSI will reimburse up to 50% of the student portion of the exam fee for a non-free and reduced lunch student and up to 100% for a free and reduced lunch student. Invoices must be submitted to <a href="mailto:accountspayable@nms.org">accountspayable@nms.org</a> by June 30 each year in the Program.</p>
AP Course Supplies	<p>Reusable course supplies sent to the District for each NMSI supported course during the first year in the Program</p>
Leadership Honorariums	<p>Leaders are eligible for honorariums based on participation in training as well as other Program activities</p>
AP Teacher Honorariums	<p>AP Teachers are eligible for honorariums based on participation in training as well as other Program activities</p>

## **Attachment D**

### **NMSI Brand Standards**

The District must seek prior approval from NMSI of all media releases and adhere to the NMSI Brand Standards as outlined in this Attachment. For social media releases, please utilize the social media kit NMSI will provide as part of prior approval. If a media release is outside of the scope of the kit, the District must email [marketing@nms.org](mailto:marketing@nms.org) to gain approval.

#### **BOILERPLATE LANGUAGE**

About NMSI: The National Math and Science Initiative is a nonprofit organization dedicated to transforming math and science education in today's classrooms with proven, effective programs that can be replicated nationwide.

About the College Readiness Program (CRP): A comprehensive program that is dramatically increasing the number of students succeeding in rigorous coursework in math, science and English, while expanding access to traditionally underrepresented students.

About the Laying the Foundation Program (LTF): Hands-on professional development that is empowering educators of grades 3-12 with the strategies and resources they need to raise academic rigor in any curriculum and prepare students to think critically and creatively at advanced levels.

#### **NAME AND LOGO USAGE GUIDELINES**

##### **National Math and Science Initiative**

After introducing National Math and Science in body text, further references can then be shortened to NMSI.

NMSI can be referred to as a non-profit organization, not-for-profit organization, non-profit, or simply organization. Do not refer to NMSI as a company or business.

##### **NMSI's College Readiness Program**

The name for our comprehensive three-year program.

After introducing NMSI's College Readiness Program in body text, further references can then be shortened to NMSI's program, the College Readiness Program, or CRP.

##### **NMSI's Laying the Foundation Program**

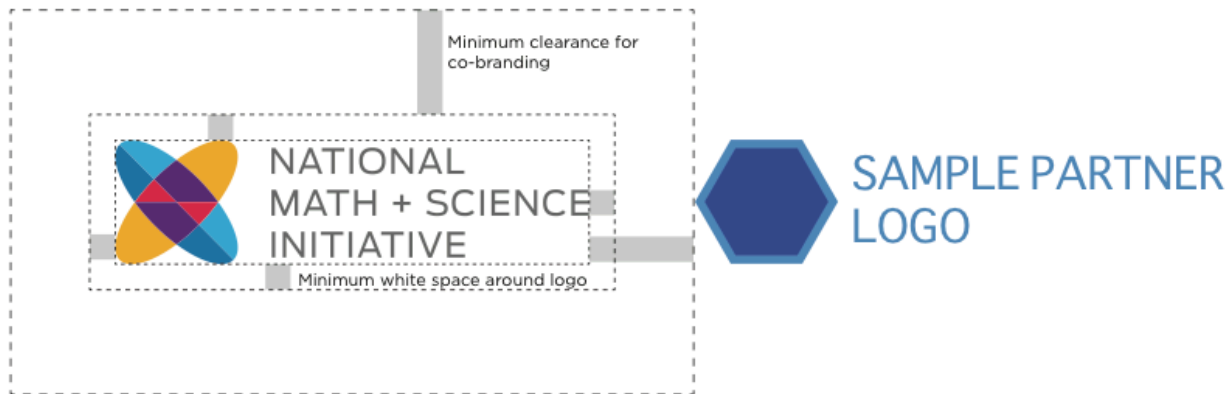
The name of our teacher training program for grades 3-12 is NMSI's Laying the Foundation teacher training program is also acceptable.

After introducing NMSI's Laying the Foundation Program in body text, further references can then be shortened to NMSI's LTF program, the LTF program, or LTF.

#### **LOGO**

Use the NMSI logo only in the exact form provided by NMSI, without alteration or modification. Do not incorporate the NMSI logo into any other logo or add any images or text to the logo.

Maintain clear space around the NMSI logo. The minimum clear space for the NMSI logo should be the height of the letter “N”. If placing another logo next to the NMSI logo, the minimum clearance should be the width of the word “MATH” in the NMSI logo.



Douglas School District Minutes  
2022-2023

4/6/2023

School	Reg Mi	#of Days	Total Reg Mi	Early Dismi	#of Days	Total Early Mir	Conference Min	# of Days	Total Conf Mi	Grand Total	Total Hours
HS	377	156	58812	257	1	257	210	4	840	59909	998.48
MS	375	156	58500	255	1	255	210	4	840	59595	993.25
VES	365	156	56940	245	1	245	210	4	840	58025	967.08
FC	360	156	56160	240	1	240	210	4	840	57240	954.00
BC	360	156	56160	240	1	240	210	4	840	57240	954.00
EC	330	156	51480	210	1	210	210	4	840	52530	875.50

167 Regular Days; 1 Early Dismissal Days; (Conference days are included) = 168 contact days + 2 Conference nights = 170 days of regular minutes/early minutes do not include lunch and recess.

Minimum Statutory requirements (SDCL 13:26.1): 2015 House Bill 1137 removed passing time counting in Grades 6-12

The number of hours in the school term for grades 1 - 5 may not be less than **875 hours** (52,500 min), exclusive of intermissions. The number of hours in the school term for grades 6 - 12 may not be less than **962.5 hours** (57,750 min), exclusive of intermissions.

A school may have teacher-parent conferences during the school year and not more than 16.5 hours (990 minutes) may be counted as hours in session. The school may designate a max of 5.5 hours (330) minutes of the 16.5 hours as inservice teacher training.  
(Conferences are held from 3:30 to 7:00 each evening)

- December 13, 2022-December 16, 2022 were snow days Did not have to make up per Board 4 days
- December 21, 2022-December 12, 2022 were snow days Did not have to make up per Board 2 days
- February 22, 2022-February 23, 2022 were snow days Did not have to make up per Board 2 days
- March 31, 2023 Was a snow day Unknown at present about make up 1 day
- April 4, 2023-April 5, 2023 were snow days Unknown at present about make up 2 days

CLASSIFIED LISTENING SESSIONS

March 6-9, 2023

PROFESSIONAL DEVELOPMENT / TRAINING	SALARY	WELLNESS	IMPROVING WORKING CONDITIONS	ADMIN RESPONSE
Behavior Intervention Strategies offered to all staff	Classified Salary Schedule-is it comparable & competitive?	Liberty Center membership discount	Better communication at the building level	
CPI training offered on scheduled PD days	Classified Salary Schedule - need to value longevity	Chair massages - little things that show staff are appreciated	Nursing coverage	
Specific PD for classified staff on PD days	New staff being hired at Step 0 consistently, as stated in handbook	Quarterly Attendance Incentives -	Staff coverage in CARR office	
Job cross-training	Salary - getting paid over 24 pay periods	Creating positive working atmosphere, ie planning and participating in fun activities in the building (Tuesday Treat Day)	A non-classroom storage room is being used for small group, there is no phone or speaker to hear announcements	
Possible choices: CPI, Orton Gillingham Strategies, CPR/First Aid, ALICE for bus drivers, self care, technology,	Salary - getting paid every 2 weeks, instead of 7th / 21st		VES library speaker is not working right	
Change structure of PD days to offer staff a variety of PD choices	Bus driver per diem for long activity trips		Staff working in more than one building, but only office staff in one building can edit timesheet in Frontline	
Classified staff returning 2 days before students in January and no PD offered	Being compensated when required to do extra jobs		Not all staff are getting a lunch break. Floater to cover breaks?	
If not taking LETRS training, there was no other PD offered	Need competitive salary - new staff are being hired at same rate current staff maked		Overall student behavior and disrespect of authority: discipline matrix	
Attending outside trainings	For classified staff, a stipend or some kind of compensation when achieve certification for job area		Free & Reduced Lunch Overusers	
	Appreciate the snow days!		Subs won't work at MS	
			Staffing for Food Service / Tech Dept / Nurses	
			Confidentiality concerns with location of MS Sped Secretary & Security	
			New para hires should know job expectations & duties when hired	
			Subbing / Nursing duties under other duties as assigned.	
			Need a/c on sped buses	
			Cameras on buses	
			Supervision of students on Don Williams Drive	
			Traffic concerns on Don Williams Drive for vehicles & pedestrians	
			Lack of communcation between buildings & bus drivers regarding student needs	
			Student discipline on buses	

**ASSOCIATED SCHOOL BOARDS  
PROTECTIVE TRUST  
SOUTH DAKOTA SCHOOL DISTRICT BENEFITS FUND  
ADOPTION AND RENEWAL MOTION**

BE IT HEREBY MOVED AND RESOLVED by the Douglas School District School Board of the Douglas School District, acting in pursuant to SDCL ch. 1-24 and SDCL 13-10-3, 13-8-39, and the general authority of SDCL title 13, and hereby adopts, approves, and ratifies the South Dakota School District Benefits Fund Participation Agreement as attached hereto as EXHIBIT A, effective as of the time of adoption of this Motion.

BE IT FURTHER MOVED AND RESOLVED that the Protective Trust Joint Powers Agreement and Bylaws are hereby adopted, and further that actions taken under the ASB Protective Trust Joint Powers Agreement and Bylaws and the South Dakota School District Benefits Fund Participation Agreement since the time and date the District initially joined said Trust are hereby ratified and approved to the same extent and effect as if each amendment thereto had been separately submitted and to the Board for approval prior to execution by the Superintendent and Business Manager.

BE IT FURTHER MOVED AND RESOLVED that the Superintendent and Business Manager are hereby authorized to execute, on behalf of the District, the present South Dakota School District Benefits Fund Participation Agreement as it presently exists and may from time to time be amended and approved pursuant to the Bylaws herein adopted. Each succeeding Participation Agreement changing in any manner the benefits, contributions, or obligations arising under the South Dakota School District Benefits Fund shall be submitted to the Board for approval prior execution by the Superintendent and Business Manager.

IT IS FURTHER MOVED AND RESOLVED that coverage provided in the South Dakota School District Benefits Fund Participation Agreement shall extend from 12:01 a.m. CST, July 1, 2023 to 12 midnight CST, June 30, 2024. The contribution required for such coverage is as set forth in the attached EXHIBIT A renewal letter and by this reference incorporated herein.

There is hereby delegated to the Superintendent the authority to carry out, or to further delegate subject to his supervision and responsibility, the obligations of the District identified in the Bylaws approved herein, the Participation Agreement, and the

Master Contracts provided by the Trust Administrator. Finally, the Board hereby agrees to indemnify the Trust and its members, pursuant to the process established in the Bylaws approved herein, the full amount of any assessment levied by the Trust Fund Board, including termination contribution, pursuant to the Bylaws and the full amount of any contribution agreed to in the current or subsequent Participation Agreements approved by the Board as submitted upon proper vouchers.

Done this \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_\_ South Dakota.

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

I hereby certify that the foregoing Motion was adopted by the Douglas School District School Board in open session at a regularly-called meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Business Manager

ASSOCIATED SCHOOL BOARDS PROTECTIVE TRUST  
SOUTH DAKOTA SCHOOL DISTRICT BENEFITS FUND  
**PARTICIPATION AGREEMENT**

WHEREAS, the Douglas School District (hereinafter "DISTRICT," "MEMBER," "PLAN SPONSOR," or "EMPLOYER") has, by resolution of its duly-elected governing body, adopted the ASB PROTECTIVE TRUST JOINT POWERS AGREEMENT AND BYLAWS;

WHEREAS, the DISTRICT is desirous of receiving health benefit coverage as provided in this Agreement and the "SUMMARY PLAN DESCRIPTION" (hereinafter "SPD"), incorporated herein by this reference, for each named employee eligible for coverage and listed on the "Enrollment Form" provided by the EMPLOYER (hereinafter "COVERED EMPLOYEE");

WHEREAS, the SOUTH DAKOTA SCHOOL DISTRICT BENEFITS FUND (hereinafter "Benefit Fund") exists for the purpose of providing health care coverage for MEMBER DISTRICT employees; and WHEREAS, the ASSOCIATED SCHOOL BOARDS OF SOUTH DAKOTA (hereinafter "ASBSD") has been designated as the "Trust Administrator" herein;

NOW THEREFORE BE IT AGREED AS FOLLOWS:

SECTION I  
DEFINITIONS

- 1.1. ASBSD -- Associated School Boards of South Dakota.
- 1.2. ASB Protective Trust -- An unincorporated assessable association operating under the laws of the State of South Dakota to provide health, property, worker's compensation, and liability coverage for school districts and public agencies which have elected to participate in a pool arrangement and their employees in South Dakota (hereinafter referred to as "TRUST").
- 1.3. Benefit Fund -- The South Dakota School District Benefits Fund, as well as its Claims Supervisor or other designated entity.
- 1.4. Claims Supervisor -- Wellmark BCBS of SD, 1601 W Madison Street, Sioux Falls, SD 57104, Phone 1-800-831-4818.
- 1.5. Covered Employee -- An eligible employee, defined as an "eligible member" in the "SUMMARY PLAN DESCRIPTION," who has completed the enrollment form, whose name and social security number has been reported to the Trust Administrator, and for whom the contribution has been made.
- 1.6. Coverage Period -- The term of this Agreement is one year. Coverage shall be on a monthly basis. Coverage shall be deemed continuing unless terminated as provided herein or when the EMPLOYER fails to make timely monthly contributions.
- 1.7. Date of Termination -- A date not less than ninety (90) days from receipt of notice of termination by the Trust Administrator.

1.8. Earned Contribution -- Active Employee, Retiree and COBRA revenue received by the FUND from a MEMBER for a specific month.

1.9. Health Care Coverage or Plan -- Health care benefits, as elected by the Plan Sponsor, and employee, may include medical and life, as provided in the then current version of the applicable "SUMMARY PLAN DESCRIPTION" for the plan the employee is enrolled at the time of a claim, including amendments thereto, and as further defined and limited in this Agreement and the Trust Bylaws.

1.10. Total Earned Contribution -- Active Employee, Retiree and COBRA revenue received by the FUND from all MEMBERS in aggregate on an annual basis.

1.11. Trust Administrator -- Associated School Boards of South Dakota, 306 East Capitol, Pierre, South Dakota 57501, Telephone (605) 773-2500, FAX (605) 773-2501.

## SECTION II OBLIGATION OF PARTICIPATING EMPLOYER

2.1. **Contribution.** Each participating EMPLOYER shall be responsible for prompt and timely payment of the applicable contribution. The contribution, which includes the employer and employee portions, shall be paid **monthly** by the EMPLOYER. The amount of contribution required is as set forth in the Adoption and Renewal Motion, attached hereto, and incorporated herein by this reference, upon approval by the MEMBER'S governing board. Contribution amounts are calculated on an annual basis or such shorter period as may be agreed upon. **The District's contributions are due on the first of each month and is delinquent after the fifth day. Delinquent accounts will accrue interest and penalties.**

2.2. **Eligibility.** The EMPLOYER shall track and maintain employee eligibility at all times in accordance to the **ASSOCIATED SCHOOL BOARDS PROTECTIVE TRUST ADMINISTRATIVE PROCEDURES FOR ELIGIBILITY FOR GROUP HEALTH COVERAGE** document contained within the SPD and adhere to the EMPLOYER'S own expressly stated hours of eligibility and effective date of coverage within the guide. The EMPLOYER shall notify the FUND through the EMPLOYEE enrollment or change in eligibility process of any employee change in eligibility at the end of each month. If it is discovered that any claims have been paid by the FUND or the FUND's stop loss carrier on a non-eligible employee, such claims shall be the responsibility of the EMPLOYER, who shall reimburse the FUND and/or the FUND's stop loss carrier, whichever is applicable, for all such paid claims.

2.3. **Notice of Enrollment and Unenrollment.** In addition to executing and returning this Agreement and its attachments and promptly complying with the requirements of the ASB Trust Bylaws, the EMPLOYER shall provide the Trust Administrator with a completed enrollment form for each eligible employee when hired or added and provide monthly notice of and date that each eligible employee is terminated, deleted, or removed from the group along with the payment of the contribution.

2.4. **Confidentiality.** The EMPLOYER will keep all medical information regarding a covered employee separate from the employee's personnel file and will comply with the provisions of all applicable state and federal law with respect to confidential medical information.

2.5. **COBRA.** Each EMPLOYER shall provide timely notice of coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) to each employee who loses health coverage under the Benefit Fund or whose eligible spouse or eligible dependents lose health coverage under the Benefit Fund and shall provide to the Trust Administrator a copy of the affected employee's or qualified beneficiary's written election to continue or decline coverage under COBRA. Failure of the EMPLOYER to give timely notice of COBRA coverage to an eligible employee or qualified beneficiary shall result in the EMPLOYER being responsible for providing COBRA continuation coverage for any affected employee or qualified beneficiary. The cost for continuing coverage under COBRA shall be no more than one hundred two percent (102%) of the rate for the affected employee's or qualified beneficiary's coverage. Payment of contributions for continuing coverage under COBRA is the affected employee's responsibility or, if elected by the EMPLOYER, the EMPLOYER's responsibility. Failure of the affected employee to make timely payment shall terminate COBRA coverage. Payment made by the affected employee must be received within the allowable timeframe according to COBRA regulations.

2.6. **Providing Plan Information.** The EMPLOYER shall at the time of enrollment and thereafter annually provide a copy of the current and applicable SUMMARY PLAN DESCRIPTION to each covered employee and may advise the employees that this Participation Agreement together with the ASB Trust Bylaws apply to the employee's coverage which are available for inspection without charge during business hours at the EMPLOYER'S business office. The EMPLOYER shall advise all covered employees that the provisions of this Participation Agreement and the ASB Trust Bylaws are binding requirements of coverage, and that the SPD is only a description of benefits.

2.7. **Health and Safety Conditions.** The EMPLOYER agrees to not knowingly allow any condition to exist in the workplace which is detrimental to the health and safety of the covered employees. The EMPLOYER agrees to allow the Benefit Fund, its Trust Administrator, Claims Supervisor, or the designee of any of them, to inspect the EMPLOYER'S premises in order to determine whether any condition detrimental to the health or safety of the covered employees exists. The EMPLOYER acknowledges that neither the Trust Administrator nor the Claims Supervisor is obligated to make any inspection or recommendation with regard to health and safety conditions.

### SECTION III OBLIGATIONS OF THE BENEFIT FUND

3.1. **Coverage.** The Benefit Fund agrees to provide coverage for eligible claims by covered employees timely submitted as described in the applicable SPD for the plan in which such covered employee is enrolled at the time of a claim.

3.2. **Claims Forms.** The Benefit Fund shall provide to the EMPLOYER an adequate number of claim forms for use by covered employees in submitting claims.

SECTION IV  
TRUST OBLIGATIONS

4.1 **Management and Administration.** The Trust shall manage and administer the TRUST. The management and administration of the Trust shall be performed by the Trust or its designee upon the direction and advice of the Trust Board

4.2 **Authority and Obligations.** Management and administration of the Trust shall include, but not be limited to, the following authority and obligations:

- (1) Evaluation and establishment of reserves for claims.
- (2) Investigation and adjusting of claims.
- (3) Making payment of compensable benefits as required under the Bylaws, this Participation Agreement, and the applicable Summary Plan Description.
- (4) Negotiating settlements of claims or suits against the MEMBER or TRUST as authorized or approved pursuant to policies of the Trust Board and securing appropriate releases upon settlement of claim.
- (5) Selecting and monitoring attorneys employed to defend claims or suits against the MEMBER or the TRUST.
- (6) Monitoring claims for subrogation and undertaking recovery efforts when economically feasible and advisable.
- (7) Maintaining reports identifying MEMBERS' claims by category, payments made, and reserves of claims. Such reports shall be available to MEMBERS and each Trustee as required by policies adopted by the Trust Board.
- (8) Providing such reports and documentation as required by any applicable Summary Plan Description.
- (9) Preparing and filing reports required by the state or federal government or agencies thereof.
- (10) Providing or contracting for loss control and developing and disseminating loss control programs to reduce losses to the MEMBERS.
- (11) Monitoring frequency and severity of claims' performance of MEMBERS.
- (12) Establishing rating structures to determine MEMBER contributions, providing billing to MEMBERS for contributions and providing notices to MEMBERS regarding contribution changes and assessments.

(13) Securing insurance coverage, excess insurance coverage, reinsurance, stop loss agreements, endorsements, and other indemnification agreements, both as to specific individual claims and aggregate claims as determined by the Trust Board, and determining the amount of retention for claims, if any, in each area of coverage by the TRUST.

(14) Developing programs for TRUST expansion.

(15) Determining proposed distributions to MEMBERS of excess reserves, proposed payment of assessments, if any, based upon the Fund's performance or such criteria in accordance to the ASB Protective Trust By-Laws.

(16) Providing billing, collection, and auditing of contributions to the TRUST by MEMBERS.

(17) Retaining and authorizing outside legal and financial assistance.

(18) Entering into an Administrative Services Agreement with a third party delegating the responsibilities and authorities of management of the Trust Obligations upon the approval and advice of the Trust Board

(19) Performing an annual audit in accordance to the ASB Protective Trust By-Laws.

## SECTION V TERM OF AGREEMENT

5.1. **Termination.** This Agreement can be terminated by mutual agreement in writing at any time. Failure of the participating EMPLOYER, or an employee under continuing COBRA coverage, to timely pay the contribution **terminates the coverage as of the last day for which the full premium was paid or voids the coverage ab initio (from the beginning) if the premium was never paid.**

5.2. **Coverage Commencement.** Notwithstanding any other coverage or benefit year identified in any coverage plan document, coverage under this Participation Agreement will commence on the day indicated in the adoption and renewal motion as prepared by the Fund, contingent upon receipt by the Benefit Fund of the timely payment of each monthly contribution from the MEMBER. In the event the due date of any contribution falls on a weekend or holiday, the contribution must be received by the following business day.

5.3 **Renewal and Notice of Termination.** Coverage under this Participation Agreement shall continue for another year term unless a MEMBER provides board approved written notice of its intention not to renew coverage for a subsequent coverage year **no later than April 30<sup>th</sup>** of any coverage year. Failure to notify the Trust Administrator as provided herein is a binding commitment on the part of the MEMBER to renew membership for another year at the contribution rate established by the Trust Administrator prior to the renewal date.

5.4 **Non-Timely Notice of Termination.** In the event that the participating MEMBER fails to provide notice in accordance with Section 5.3 herein of its intention not to renew coverage, payment of three (3) months Earned Contribution will be required. The three (3) months of

Earned Contribution will be calculated by using the highest one (1) month of Earned Contribution dating back to the preceding July 1 prior to when the absence of timely notice was received by the Trust Administrator. That highest monthly amount will be multiplied by three (3) to equal the amount due by the MEMBER prior to termination. Payment is due within sixty (60) days of receiving an invoice from the Trust Administrator and a ten percent (10%) monthly finance charge will be applied to the balance due if payment is not received in that timeframe. The finance charge will be compounded for each additional month the balance is outstanding past the 60 days. Non-timely notice of terminating coverage does not relieve the MEMBER of any outstanding assessments and other participation termination requirements outline in this participation agreement or by-laws. Non-timely notice of termination shall constitute abandonment of the MEMBER'S right to any future distribution of excess reserves. **See Appendix A for example.**

5.5. **Early Termination.** In the event a MEMBER seeks to withdraw prior to the end of the coverage year it shall provide a ninety (90) day board approved written notice of termination and payment of three (3) months Earned Contribution will be required. The three (3) months of Earned Contribution will be calculated by using the highest one (1) month of Earned Contribution dating back to the preceding July 1 prior to when the absence of timely notice was received by the Trust Administrator. That highest monthly amount will be multiplied by three (3) to equal the amount due by the MEMBER prior to termination. Payment is due within sixty (60) days of receiving an invoice from the Trust Administrator and a ten percent (10%) monthly finance charge will be applied to the balance due if payment is not received in that timeframe. The finance charge will be compounded for each additional month the balance is outstanding past the 60 days. Early termination of coverage does not relieve the MEMBER of any outstanding assessments and other participation termination requirements outline in this participation agreement or by-laws. Early termination shall constitute abandonment of the MEMBER'S right to any future distribution of excess reserves. **See Appendix A for example.**

5.6. **Obligations Upon Termination.** Termination of this Agreement shall not relieve the participating MEMBER of its obligation to ensure the MEMBER is leaving the FUND in sound financial position and at least one of the following provisions will be enforced upon termination:

(1.) If the ending audited Net Position of the FUND at the conclusion of the fiscal year ending in this agreement is less than twelve percent (12%) of the FUND's audited Total Earned Contribution for that fiscal year the MEMBER will be responsible for additional Earned Contribution before fully terminating from the FUND. The terminating MEMBER will be responsible for a pro-rated amount of the difference between the product of twelve percent (12%) of Total Earned Contribution less the actual audited ending Net Position for that fiscal year. The difference will be multiplied by the MEMBER'S percentage of overall Earned Contribution the terminating entity contributed to the FUND'S Total Earned Contribution for that fiscal year. In addition, the MEMBER will be responsible for one (1) month of Earned Contribution to be fully terminated from the fund. The one (1) month of Earned Contribution due will be calculated by using the highest one (1) month of Earned Contribution dating back to the preceding July 1 multiplied by one (1).

**See Appendix B for example.**

(2.) If the ending audited Net Position of the FUND at the conclusion of the fiscal year ending in this agreement is equal to or greater than twelve percent (12%) of Total

Earned Contribution the MEMBER will be responsible for one (1) month of Earned Contribution to be fully terminated from the FUND. The one (1) month of Earned Contribution due will be calculated by using the highest one (1) month of Earned Contribution dating back to the preceding July 1 multiplied by one (1).

**See Appendix C for example.**

Payment, in accordance with the provisions in Sections 5.6.1. and 5.6.2, is due within sixty (60) days of receiving an invoice from the Trust Administrator and a ten percent (10%) monthly finance charge will be applied to the balance due if payment is not received in that timeframe. After sixty (60) days, the finance charge will be compounded for each additional month the balance is outstanding past the 60 days.

5.7. **Contributions After Termination.** Notice of termination of this Agreement shall not relieve the participating MEMBER of its obligation to pay contributions through the date of termination of the agreement and assessments made against MEMBERS, which occurred during the MEMBER'S participation, nor shall it relieve the participating MEMBER of any continuing obligation assumed through their adoption of the ASB Trust Bylaws. The fund reserves the right to require additional or supplemental contributions, in the form of a member assessment, from each participating MEMBER for any fund year in which the initial contributions are inadequate to pay benefits, costs of operation or other expenses of the program subject unless limited to provisions of the Assessment Memorandum of Understanding entered into in Fiscal Year 2017. Such additional or supplemental contribution may be assessed within the immediate subsequent fund year upon any MEMBER who participated in the fund during the previous such fund year in which there are inadequate contributions, regardless of whether MEMBER is participating in the fund at the time of such member assessment.

In WITNESS WHEREOF, the Superintendent hereby acknowledges participation in the South Dakota School District Benefits Fund as indicated below.

Douglas School District

\_\_\_\_\_  
School Superintendent

\_\_\_\_\_  
Date

I HEREBY CERTIFY that the School Board has, by motion duly passed in open session, authorized the execution of this Participation Agreement on behalf of the District.

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Date

## Appendix A

School District A example for Sections 5.4 & 5.5 (early termination or non-timely notice of non-renewal and if Net Position is less than 12% of Total Earned Contribution

Month	Earned Premium	
July	\$27,491	
August	\$27,675	
September	\$27,583	
<b>October</b>	\$29,813	Highest one month
November	\$27,376	
December	\$27,376	
January	\$27,376	
February	\$27,376	
March	\$27,376	
April	\$27,376	
May	\$28,850	
June	\$28,017	
<b>Total</b>	<b>\$333,685</b>	
% of Overall Earned Contribution of the Fund: 3%		

FUND Ending Net Position example of less than 12% of Total Contributions Earned

Total Contributions Earned for FY 2XX1:	\$11,122,833
Target Ending Net Position for FY 2XX1:	\$1,334,740
Target % of Net Position to Total Earned Contributions:	12%

Example Actual Ending Net Position for FY 2XX1:	\$900,000
Actual % of Net Position to Total Earned Contributions:	8%

Target Ending Net Position for FY 2XX1:	\$1,334,740
Actual Ending Net Position for FY 2XX1:	\$900,000
Difference	\$434,740

School District A % of overall Total Earned Contribution: 3%

School District A responsibility to leave the fund in sound financial position:

**\$13,042** (\$434,740 x 3%)

Total Termination Contribution amounts for Sections 5.4 & 5.5 example:

Highest one month of premium times three:	<b>\$29,813</b> x 3 = \$89,439
Responsibility to leave the fund in sound financial position:	\$13,042
<b>Total Termination Responsibility:</b>	<b>\$102,481</b>

## Appendix B

School District A example for Section 5.6.1(termination with Net Position less than 12% of Total Earned Contribution with timely notice of non-renewal)

Month	Earned Premium	
July	\$27,491	
August	\$27,675	
September	\$27,583	
<b>October</b>	<b>\$29,813</b>	Highest one month
November	\$27,376	
December	\$27,376	
January	\$27,376	
February	\$27,376	
March	\$27,376	
April	\$27,376	
May	\$28,850	
June	\$28,017	
<b>Total</b>	<b>\$333,685</b>	
% of Overall Earned Contribution of the Fund: 3%		

### FUND Ending Net Position example of less than 12% of Total Contributions Earned

Total Contributions Earned for FY 2XX1: \$11,122,833  
 Target Ending Net Position for FY 2XX1: \$1,334,740  
 Target % of Net Position to Total Earned Contributions: 12%

Example Actual Ending Net Position for FY 2XX1: \$900,000  
 Actual % of Net Position to Total Earned Contributions: 8%

Target Ending Net Position for FY 2XX1: \$1,334,740  
 Actual Ending Net Position for FY 2XX1: \$900,000  
 Difference: \$434,740

School District A % of overall Total Earned Contribution: 3%

School District A responsibility to leave the fund in sound financial position:

**\$13,042** (\$434,740 x 3%)

Total Termination Contribution amounts for Section 5.6.1 example:

Highest one month of premium times two: **\$29,813** x 1 = \$29,813  
 Responsibility to leave the fund in sound financial position: \$13,042  
**Total Termination Responsibility: \$42,855**

## Appendix C

School District A example for Section 5.6.2 (termination with Net Position greater than 12% of the Total Earned Contribution.

Month	Earned Premium	
July	\$27,491	
August	\$27,675	
September	\$27,583	
<b>October</b>	<b>\$29,813</b>	Highest one month
November	\$27,376	
December	\$27,376	
January	\$27,376	
February	\$27,376	
March	\$27,376	
April	\$27,376	
May	\$28,850	
June	\$28,017	
<b>Total</b>	<b>\$333,685</b>	
% of Overall Earned Contribution of the Fund: 3%		

### FUND Ending Net Position example of greater 12% of Total Contributions Earned

Total Contributions Earned for FY 2XX1: \$11,122,833  
 Target Ending Net Position for FY 2XX1: \$1,334,740  
 Target % of Net Position to Total Earned Contributions: 12%

Example Actual Ending Net Position for FY 2XX1: \$2,002,110  
 Actual % of Net Position to Total Earned Contributions: 18%

Target Ending Net Position for FY 2XX1: **Not Applicable**  
 Actual Ending Net Position for FY 2XX1: **Not Applicable**  
 Difference: **Not Applicable**

School District A % of overall Total Earned Contribution: 3%

School District A responsibility to leave the fund in sound financial position:

**Not Applicable**

Total Termination Contribution amounts for Section 5.6.2 example:

Highest one month of premium time two: **\$29,813** x 1 = \$29,813  
 Responsibility to leave the fund in sound financial position: **Not Applicable**  
**Total Termination Responsibility:** **\$29,813**



## EXHIBIT "A"

### FY24 Health Plan Premium Equivalent Rates

#### Douglas

Billing Unit 060A

Increase: 4%

Plan Name:	Plan Design	FY24 Active Rates	FY24 COBRA Rates	FY24 Retiree Rates
Plan 2 - \$1,500 PPO GKD	<u>\$1,500 / \$3,000</u>			
Single		\$695.00	\$709.00	
Employee + 1		\$1,459.00	\$1,488.00	
Employee and Dependents		\$1,320.00	\$1,346.00	
Family		\$1,737.00	\$1,772.00	
Plan 6 - \$3,500 PPO GKQ	<u>\$3,500 / \$7,000</u>			
Single		\$649.00	\$662.00	
Employee + 1		\$1,362.00	\$1,389.00	
Employee and Dependents		\$1,233.00	\$1,258.00	
Family		\$1,621.00	\$1,653.00	
Plan 7 - \$5,000 HSA GKT	<u>\$5,000 / \$10,000</u>			
Single		\$560.00	\$571.00	
Employee + 1		\$1,173.00	\$1,196.00	
Employee and Dependents		\$1,062.00	\$1,083.00	
Family		\$1,396.00	\$1,424.00	

Douglas School Francis Case Elementary Boiler System  
 Replacement  
 Box Elder, SD  
 Job # 15038

MALONE ENGINEERING INC.  
 230 Main Street  
 Rapid City, SOUTH DAKOTA 57701  
 (605)341-6939 FAX: (605)341-6883  
 101 22nd Avenue, Suite B  
 Brookings, SOUTH DAKOTA 57006  
 (605)692-9580

## BID TAB

BID DATE: 03.30.2023  
 BID TIME: 2:00 p.m. Mountain Standard Time

BIDDER	Base Bid	Addendum #1	Addendum #2	Addendum #3	BID SECURITY
<b>Climate Control*</b>	<b>\$256,000</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>Bid Bond</b>
<b>Heil Mechanical, Inc.</b>	<b>\$529,345</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>Bid Bond</b>

Note: Bids were read in the order they were received.  
 \*Apparent Low Bidder

## BID TAB

Douglas School Francis Case Elementary Ventilator System  
Replacement  
Box Elder, SD  
Job # 15038

MALONE ENGINEERING INC.  
230 Main Street  
Rapid City, SOUTH DAKOTA 57701  
(605)341-6939 FAX: (605)341-6883  
101 22nd Avenue, Suite B  
Brookings, SOUTH DAKOTA 57006  
(605)692-9580

BID DATE: 03.30.2023  
BID TIME: 2:00 p.m. Mountain Standard Time

BIDDER	Base Bid	Addendum #1	Addendum #2	Addendum #3	BID SECURITY
<b>Climate Control*</b>	<b>\$672,000</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>Bid Bond</b>
<b>Tessiers</b>	<b>\$732,775</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>Bid Bond</b>

Note: Bids were read in the order they were received.  
\*Apparent Low Bidder

SECTION	<b>G</b>	TITLE	<b>PERSONNEL</b>	FILE	<b>GA</b>
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**PERSONNEL GOALS**

The Board recognizes that a dynamic and efficient staff dedicated to education is necessary to maintain a constantly improving educational program. The Board is interested in its personnel as individuals; and it recognizes its responsibility for promoting the general welfare of the staff.

The Board's specific personnel goals are:

1. To recruit, select, and employ the best qualified personnel to staff the school system;
2. To provide staff compensation and benefit programs sufficient to attract and retain qualified employees;
3. To provide programs for all employees to improve their performance and the overall rate of retention and promotion of staff;
4. To conduct an employee appraisal program that will contribute to the continuous improvement of staff performance;
5. To deploy personnel so as to ensure their skills are used as effectively as possible;
6. To develop the quality of human relationships necessary to obtain maximum staff performance and satisfaction;
7. To help all employees realize that the efficient and courteous performance of their assignment has a positive impact on the public support of education in the District.

**REFERENCES**

**State Reference:**

**Policy Reference:**

**Adoption History**

First Reading 06/08/15  
 Approved 06/22/15

SECTION	G	TITLE	PERSONNEL	FILE	GBA
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**EQUAL OPPORTUNITY EMPLOYMENT**

It is the policy of the Douglas School District 51-1 that all applicants are employed, assigned, and promoted without regard to their age, race, creed, color, sex, marital status, political affiliation, religion, disability or national origin 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.

**REFERENCES**

**State Reference:**  
 SDCL 13-43-17  
 SDCL 13-43-17.1  
 Title VI Civil Rights Act of 1964  
 Title VII Executive Order 11246, 1965  
 SDCL 13-43-18  
 SDCL 13-43-19  
 Equal Employment Opportunity Act of 1972  
 Title VII Education Amendments of 1972  
 SDCL 13-43-20  
 SDCL 13-43-20.1  
 Title IX  
 Rehabilitation Act of 1973  
 SDCL 13-43-21  
 SDCL 13-43-23  
 Americans with Disabilities Act  
 SDCL 13-43-25

**Policy Reference:**  
 AC

**Adoption History**

APPROVED 08/14/89  
REVISED 03/27/90

FIRST READING - REVISIONS 07/13/15  
APPROVED 08/10/15

SECTION	G	TITLE	PERSONNEL	FILE	GBAA
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### VETERAN'S PREFERENCE

If a veteran possesses the qualifications necessary to discharge the duties of the position involved, the veteran shall receive preference for employment, and promotion. For the purposes of this policy, the term "veteran" means any person who

1. has served the full obligation for active duty, reserve, or National Guard service in the military, or received an early discharge for a medical condition, hardship, reduction in force, or at the convenience of the military; and
2. has been separated or discharged from such service honorably or under honorable conditions

An applicant wishing to be given veteran's preference must submit his/her DD-214 from the military that shows the applicant satisfies the definition of veteran as set forth above. All veterans are subject to criminal background requirements as set forth in state law.

Age, loss of limb, or other physical impairment which does not in fact incapacitate does not disqualify the veteran. A veteran who has a service-connected disability shall be given a preference over a non-disabled veteran.

The unmarried spouse of a veteran who died while in service, or later died from a service connected cause, is entitled to the preferences given to the veteran if the spouse possesses the qualifications and business capacity necessary to discharge the duties of the position involved. If a veteran disabled due to a service connected cause is unable to exercise the right to a veteran employment preference due to the disability, the veteran's spouse is entitled to the preferences given to the veteran if the spouse possesses the qualifications and business capacity necessary to discharge the duties of the position involved.

If a veteran applies for appointment for employment under this policy, the District shall, before employing anyone to fill the position, investigate the qualifications of the applicant. If the applicant possesses at least the minimum qualifications necessary to fill the position, the officer, board, or person shall interview the applicant. However, nothing within this policy requires the school district to hire a veteran interviewed. At the conclusion of the hiring procedure and protocol, should a veteran and nonveteran be equally qualified for the position, the veteran shall be granted veteran's preference and shall be offered employment in the position.

A veteran may be removed for incompetency or misconduct shown after a hearing, upon due notice, upon stated charges, and with the right of the employee or appointee to a review pursuant to law.

## REFERENCES

**State Reference:**

SDCL 13-10-12

SDCL 3-3-1

SDCL 3-3-4

SDCL 3-3-6

SDCL 3-3-7

SDCL 3-3-8

SDCL 33a-2-1

**Policy Reference:**

USC Title 38 §4301-4335

## Adoption History

FIRST READING 10/01/15

APPROVED 10/13/15

FIRST READING - REVISION 06/30/16

APPROVED 07/14/16

SECTION	G	TITLE	PERSONNEL	FILE	GBC
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**STAFF ETHICS**

School employees hold positions of public trust. High standards of honesty, integrity, and fairness are to be exhibited by each school district employee when involved in any school district activity. Ethical behavior by staff is required and expected at all times while fulfilling one’s employment responsibilities and when at all school functions.

District employees are required and expected to:

1. Treat students, parents, fellow employees, and community members with respect.

Conduct which is prohibited includes, but is not limited to:

- inappropriate verbal, visual or physical conduct, including jokes that demean an individual or group of individuals, spreading gossip about any individual, threatening another individual and all types of bullying behavior;
- without proper authorization and authority violating another person’s right of privacy and/or intentionally invading another person’s personal space;
- knowingly falsely blame an individual for conduct not done by the person.

2. Promote a safe, nurturing, and positive school and work environment. Conduct which is prohibited includes, but is not limited to:

- any conduct that is severe and objectively offensive so that it creates or results in an intimidating, hostile or offensive work or learning environment or has the purpose or effect of substantially or unreasonably interfering with an employee’s or student’s performance;
- threatening, harassing, punishing or retaliating behavior against students and/or other employees.

3. Maintain confidentiality concerning students, families and employees
4. Act in a manner consistent with District policies, legal and contractual standards, responsibilities, and obligations.
5. Model and promote appropriate dress and language.
6. Report to a school administrator knowledge of mismanagement, waste of funds, misuse of school property, abuse of authority, threats to safety, violations of policies and regulations, or other conduct that damages integrity or reputation of the school district.
7. Refrain from using school employment to promote personal political and/or religious views.

In addition to the foregoing, the District, within this policy, adopts and incorporates into this policy as if set forth in full, the South Dakota Department of Education Professional Teachers Ethics as set forth in ARSD 24:08:03. The Professional Teachers Ethics as incorporated into this policy applies to:

- Teachers - a person charged with responsibility in the field of education and certified by the secretary of the Department of Education as a teacher or other specialist employed or contracted to provide services in an educational setting,
- Education Specialists - a person with specialized training or licensure, not serving as a classroom teacher, but employed or contracted to provide services in an educational setting, and
- Non-certified Educators - a person charged with responsibility in the field of education who is not certified by the secretary of the Department of Education as a teacher, administrator, or other education specialist, but who is employed or contracted to provide services in an educational setting.

Furthermore, the District, within this policy, adopts and incorporates into this policy as if set forth in full, the South Dakota Department of Education Professional Administrators Ethics as set forth in ARSD 24:11:03. The Professional Administrators Ethics as incorporated into this policy applies to:

- the Superintendent,
- the Business Manager, and
- all other educational administrators.

Any employee who believes a staff member has engaged in conduct which violates the code of conduct shall immediately report the alleged misconduct to their immediate supervisor. If the concern/complaint involves the individual's immediate supervisor, the complaint may be filed with any administrator within the school district.

All complaints will be investigated and should the investigation result in a determination of unethical behavior by a school employee such unethical behavior shall constitute just cause for discipline, up to and including termination of employment. A complaint reported which was intentionally and knowingly false will result in disciplinary action being taken against the person or persons involved in the false complaint being made.

## REFERENCES

**State Reference:**

ARSD 24:08

ARSD 24:11

**Policy Reference:**

GBCA

GBCB

GBCBA

Adoption History
FIRST READING 06/08/15 APPROVED 06/22/15 FIRST READING - REVISION 06/30/16 APPROVED 07/14/16

SECTION	<b>G</b>	TITLE	<b>PERSONNEL</b>	FILE	<b>GBCA</b>
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**STAFF CONFLICTS OF INTEREST**

Employees of the District will not engage, directly or indirectly, in any activity that conflicts (or raises a reasonable question of conflict) with their duties and responsibilities in the school system.

Employees will not engage in work of any type where information concerning customer, client, or employer originates from any information available to them through school sources.

Employees will not sell textbooks, instructional supplies, equipment, reference books, or any other products to the schools in the district.

In order that there is no conflict of interest in the supervision and evaluation of employees, at no time may any administrator be responsible for the supervision and/or evaluation of an employee who is the spouse of the administrator or the parent or step-parent, child or step-child, grandparent or grandchild, aunt, uncle, cousin, niece or nephew of the employee.

~~No employee of the Douglas School Board shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his or her duties and responsibilities.~~

~~Employees shall not engage in work of any type where the source of information concerning customer, client, or employer originates from any information obtained through the school district.~~

~~Employees will not sell textbooks, instructional supplies, equipment, reference books, or any other school products to the schools in the District. They will not furnish the names of students or parents to anyone selling these materials.~~

~~In order that there is no conflict of interest in the supervision and evaluation of employees, at no time may any administrator be responsible for the supervision and/or evaluation of an employee who is related to him/her who is within the third degree of consanguinity or is his/her spouse.~~

~~Neither the spouse of a board member, nor any person who is related to a board member within the third degree of consanguinity, will be employed in the District, except by a majority vote by the Board. A board member who is related within the third degree of consanguinity may not vote for employment or be involved in any discussion of employee's performance or evaluation.~~

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REFERENCES
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**State Reference:**

SD Constitution Article 8-17 17

SDCL 13-20-2.1

SDCL 13-43-1

SDCL 6-1-1

SDCL 6-1-17

**Policy Reference:**

BBFA

Adoption History
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FIRST READING 05/25/98

APPROVED 06/08/98

FIRST READING REVISIONS 07/13/15

APPROVED REVISIONS 08/24/15

SECTION	G	TITLE	PERSONNEL	FILE	GBCAA
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## NEPOTISM

The Douglas School District recognizes that personal or family relationships among employees who have a reporting or other close working relationship present the potential for a conflict of interest or appearance of a conflict of interest.

The ~~Personnel Office~~ **Superintendent or designee** will review any situation where the employment of a family member or an individual who has a personal relationship with a current school district employee poses a conflict, potential conflict or the appearance of a conflict. Generally, these situations include working in the same department, in positions involving direct or indirect reporting relationships, or in a department that often deals with employee-related information or issues.

~~In the employment and assignment of personnel, close relatives may not be employed in the same school or under the same administrative head. Also, family members or individuals who have personal relationships are not permitted to be in a direct or indirect reporting relationship. This means that a school district employee may not be in a position where he/she would be responsible for a family member's or an individual with whom he/she has a personal relationship's performance review, compensation determination, or expense approval or in any "chain of command" with an employee who would engage in these activities.~~

~~For the purpose of this policy, a "family member" includes the following and the same relatives by marriage (i.e. in-laws, step) or domestic partnership: parent, spouse, sibling, son or daughter, legal guardian, grandchild, grandparent, great grandparent, same-sex domestic partner or relative living in the immediate household of employee. A "personal relationship" includes: a consensual romantic or sexual relationship; or living with the person, even if not romantic.~~

~~Note: Other types of relationships not listed above may be deemed to be covered by the policy (e.g. an aunt who raised the employee).~~

~~If it is determined that there is a conflict of interest or perceived conflict of interest due to a family or personal relationship, the employee will be given a reasonable period of time to find an alternative position unless he/she was aware of the conflict and failed to notify the Personnel Office or manager. In these situations, the employee may be subject to corrective action.~~

The provisions of this policy may be waived by the Superintendent **or designee** when the assignment or placement of both family members or individuals who have personal relationships is ~~of such a nature that no reasonable alternatives are available~~ **considered to be in the best interest of the**

district. Such determination will be made in the Superintendent's sole discretion.

#### REFERENCES

**State Reference:**

**Policy Reference:**

#### Adoption History

FIRST READING 05/25/98  
APPROVED 06/08/98  
FIRST READING - REVISION 08/24/15  
APPROVED - REVISIONS 09/14/15

SECTION	G	TITLE	PERSONNEL	FILE	GBCB
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**STAFF CONDUCT**

All staff members have a responsibility to familiarize themselves with and abide by the laws of the State as these affect their work, the policies of the Board, and the regulations designed to implement them.

In the area of personal conduct, the Board expects that all staff will present themselves in a professional manner and conduct themselves in a manner that not only reflects credit to the school district, but also sets forth a model worthy of emulation by students.

All staff members will be expected to carry out their assigned responsibilities with conscientious concern.

Essential to the success of ongoing school operations and the instructional program are the following specific responsibilities, which will be required of all personnel:

1. Faithfulness and promptness in attendance at work;
2. Support and enforcement of policies of the Board and regulations of the school administration in regard to students;
3. Diligence in submitting required reports promptly at the times specified;
4. Care and protection of school property;
5. Concern for and attention to their own and the school district's legal responsibility for the safety and welfare of students, including the need to ensure that students are under supervision at all times.
6. Professional attire, appropriate to the assigned work area.

**REFERENCES**

**State Reference:**

SDCL 13-8-44  
SDCL 13-43-28

**Policy Reference:**

ILB

**Adoption History**

FIRST READING 06/08/15  
APPROVED 06/22/15

SECTION	G	TITLE	PERSONNEL	FILE	GBCBA
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**FREEDOM OF EXPRESSION**

When public employees make statements pursuant to their official duties: in the classroom, at board meetings, and at other meetings related to educational issues affecting the District, the employees are not speaking as citizens for First Amendment purposes, and the Constitution does not insulate their communications from employer discipline (*Garcetti v. Ceballos*).

**REFERENCES****State Reference:**

*Garcetti v. Ceballos*, No. 04-473

**Policy Reference:****Adoption History**

FIRST READING 06/08/15

APPROVED 06/22/15

SECTION	G	TITLE	PERSONNEL	FILE	GBCBAA
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## SEARCH AND SEIZURE

All District property, including, but not limited to, real estate, buildings, offices, desks, storage areas, lockers, computer systems and equipment, voice-mail, and vehicles, is owned by the District, and is intended for educational purposes, and District business, at all times.

Neither staff members, nor students, shall have any expectation of privacy when using school property. The District reserves the right to monitor, inspect, copy, review and store (at any time and without notice) all usage of District property including computer and computer systems, including all internet and electronic communications access and transmission/receipt of materials and information. All material and information accessed and/or received through district computers and computer systems shall remain the property of the school district..

System users have no right of privacy and should have no expectation of privacy in materials sent, received, or stored in District-owned computers or on the District system or within the physical area of the District. School officials reserve the right to review District system/ property use at any time to determine if such use meets the criteria set forth in school board policies and District regulations. Routine maintenance and monitoring of the system and physical plant may lead to the discovery that the user has or is violating District policy or law. Once a problem is discovered, an individual search may be conducted. The search/investigation will be reasonable and will be in keeping with the nature of the alleged misconduct.

Employees or students violating acceptable use of District property, or policy, may be subject to disciplinary action by the Superintendent or designee, depending on the nature of the violation.

## REFERENCES

**State Reference:**

SDCL 13-5-1

SDCL 13-8-39

**Policy Reference:**

**Adoption History**

FIRST READING 06/08/15  
APPROVED 06/22/15

SECTION	G	TITLE	PERSONNEL	FILE	GBCBB
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**EMPLOYEE USE OF NETWORKING SITES**

Technology will be used to complement and foster public education. Utilization by employees must not distract from or disrupt the educational process. Proper decorum is the standard of conduct expected of a professional. That standard will apply to the use of technology and social networking sites.

The Superintendent **or designee** will ensure that staff members are reminded and informed of the importance of maintaining proper decorum when using technology as well as in person.

Proscribed conduct includes:

- Improper fraternization with students
- Listing students as friends on networking sites.
- Staff members providing private phone numbers without prior approval of the District.
- Inappropriate email or phone contact with students.
- Posting items containing inappropriate sexual content.
- Posting items exhibiting or advocating illegal use of drugs or alcohol.

Electronic contacts with students will be through the District’s property except in the case of an emergency.

All contact and messages by coaches with team members shall be sent to all team members, except for messages concerning medical or academic privacy, in which case the messages ~~will be copied to~~ **must be approved by** the ~~athletic director~~ **Activities Director** and the school Principal.

The administration will monitor improper use of technology, and impose sanctions including dismissal from employment. Employees have no expectation of privacy with respect to utilization of District property nor engagement in social networking sites.

**REFERENCES**

**State Reference:**

**Policy Reference:**

Adoption History
FIRST READING 06/08/15 APPROVED 06/22/15

SECTION	G	TITLE	PERSONNEL	FILE	GBCB-R
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### ADMINISTRATOR DRESS CODE

Douglas School District 51-1 (the District) is committed to being a high performance organization focused on outstanding student performance, achievement, and preparation for a lifetime of success. The professional appearance (which includes dress, accessories and other body adornments, and grooming) of all staff members not only reinforces their own shared vision of the District and their identity as highly motivated professionals working toward a common mission, but also strengthens their morale, sense of professionalism, dignity and self-worth; it promotes a positive attitude toward the District, public schools and the teaching profession in general; and, directly and indirectly, influences the conduct, morale, and performance of the District's students.

Professional dress is required of all District Administrators. All employees must exercise good judgment in their choice of professional appearance for work and work-related activities by always appearing in a way that is appropriate to the situation, and that will invoke:

- a positive impression from the community;
- provide appropriate role modeling for students;
- promote a working and learning environment that is free from unnecessary disruption;
- and be conducive to high student and staff performance.

In an effort to lead the way, the administrators in the District will adhere to the following dress code:

#### Professional Dress Standards for Men

##### Acceptable Attire/Grooming

- Pants or slacks
- Collared shirts to include polo-type and button-down shirts. Sweaters, turtlenecks, and Henley shirts are acceptable.
- Ties and dress coats improve the image; recommended but not required
- Cologne or aftershave to be unobtrusive
- Shoes that are clean and polished improve the image. (Tennis shoes often detract from the image and should be worn sparingly).
- Facial hair must be neat and well groomed.

##### Non-Acceptable Attire/Grooming

- Jeans and t-shirts may not be worn except on Fridays.
- Tattered cuffs, tears in clothing, and heavy wear marks are unacceptable.
- Sweatpants and jogging suits are not acceptable.
- Hats are not to be worn in the building.

Professional Dress Standards for Women

Acceptable Attire/Grooming

- Pants, slacks, capris, dresses, or skirts.
- Blouses and shirts: collared shirts to include polo-type and button-down shirts. Sweaters, turtlenecks and Henley shirts are acceptable, as well as other blouses (with or without collars) that would be considered professional in nature. Blouses and dresses should be cut in such a way as to exceed the expectations of student dress.
- Coats and vests often add to professional image but are not required.
- Makeup, perfume, or cologne to be unobtrusive.
- Tennis shoes often detract from the image and should be worn sparingly.

Unacceptable Attire/Grooming

- Jeans and t-shirts may not be worn except on Fridays.
- Tattered cuffs, tears in clothing and heavy wear marks are unacceptable
- Sweat pants, spandex pants, leggings (unless covered by other apparel down to the acceptable skirt length), and jogging suits are unacceptable
- Hats are not to be worn in the building.

Jeans and appropriate t-shirts are allowed for all staff on Fridays only. Jeans should be in good repair with no holes. It is understood that there may be times when different clothing is appropriate (athletic wear for field days, dress up days for building events, etc.) and it is expected that administrators make reasonable decisions at these times. Administrators may also dress more casually on days where no students are present, however, professional duties (meetings with parents, new staff, interviews, etc.) must be considered and dress adjusted accordingly.

Directors and Coordinators are allowed to wear jeans on days that they may be working in dirty environments.

**REFERENCES**

**State Reference:**

**Policy Reference:**

<b>Adoption History</b>
BOARD APPROVED OCTOBER 11, 2016

SECTION	G	TITLE	PERSONNEL	FILE	GBCC
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**NON-FRATERNIZATION**

While Douglas School District encourages amicable relationships between administrators, supervisors, its employees, and their subordinates, it recognizes that involvement in a romantic relationship may compromise or create a perception that compromises the administrator’s or supervisor’s ability to perform his/her job. Any involvement of a romantic nature between administrators, or supervisors and anyone he/she supervises (students included), either directly or indirectly, is prohibited. Violation of this policy will lead to corrective action up to, and including, termination of the management individual involved.

~~If an employee is dating a co-worker, he/she is expected to act appropriately. For example, repeatedly asking out another employee or retaliating after the relationship has ended may violate the school district’s prohibition concerning harassment and/or discrimination.~~ Employees may not date another employee with whom they have a direct or indirect reporting relationship, or if there is an opportunity for perceived preferential treatment. Employees should contact the Superintendent **or designee** with any questions on how to handle a particular situation.

**REFERENCES**

**State Reference:**

**Policy Reference:**

**Adoption History**

FIRST READING 09/08/03  
 APPROVED 09/29/03  
 FIRST READING - REPEAL 07/13/15  
 FIRST READING - REVISIONS 08/24/15  
 APPROVED - REVISIONS 09/14/15

SECTION	G	TITLE	PERSONNEL	FILE	GBCC-E
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## CONSENSUAL ROMANCE IN THE WORKPLACE AGREEMENT

1. Equal Employment Opportunity Workplace. The undersigned recognize and agree that it is Douglas School District's policy to provide an equal opportunity in hiring, employment, promotion, compensation, and all other employment-related decisions without regard to race, color, religion, creed, national origin or ancestry, sex, age, being a qualified person with a physical or mental disability, veteran status, genetic information, or any other basis set forth in the applicable federal, state and local laws or regulations relating to discrimination in employment. The undersigned understand that Douglas School District does not tolerate unwelcome or offensive conduct or conduct that creates a hostile work environment that is in any way based on or related to a person having any of the characteristics described above.
  - The undersigned agree that they have received, read and understand Douglas School District's Board Policy GBA—Equal Opportunity Employment and agree to adhere to all of its terms.
2. All Forms of Sexual Harassment Prohibited. The undersigned also recognize and agree that Douglas School District does not tolerate sexual harassment, a form of unlawful discrimination. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
  - submission to such conduct is made, explicitly or implicitly, a condition of an individual's employment or advancement;
  - submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
  - such unreasonable conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.
  - The undersigned agree that they have received, read and understand Douglas School District's Board Policy ACAA—Harassment and/or Discrimination and agree to adhere to all of its terms
3. Consensual Relationship. We, the undersigned employees, have entered into a personal relationship with each other. We agree as follows:
  - Our relationship is entirely voluntary and consensual.
  - Our relationship will not have a negative impact on our work.
  - We will not engage in any public displays of affection or other behavior that might create a hostile work environment for others or that might make others uncomfortable
  - We understand that one or both of us may need to transfer to another department/building to remove any conflicts of interest in our working environment. If a transfer will not remove the conflict of interest, we understand that one of us may have to resign or be demoted to remove the conflict of interest. We further understand that

Douglas School District will first ask us to choose which of us will be subject to a transfer, demotion or resignation. If we fail to choose, Douglas School District will be forced to choose for us. We understand that Douglas School District will make such a decision without regard to any protected class characteristic and in compliance with Douglas School District's Board Policy GBA—Equal Opportunity Employment and Policy GBCC—Non-Fraternization.

- We will act professionally toward each other at all times, even after the relationship has ended.
- We will not participate in any company decision-making processes that could affect each other's pay, promotional opportunities, performance reviews, hours, shifts or career, while in this relationship [and after the relationship ends].
- We agree that, if the relationship ends, we will inform Douglas School District if we believe it is necessary to protect our rights or if Board Policy ACAA— Harassment and/or Discrimination is violated
- We each agree that, if the relationship ends, we will respect the other person's decision to end the relationship and will not retaliate against the other person, engage in any unprofessional or inappropriate efforts to resume the relationship, or engage in any other conduct toward the other person that could violate Board Policy ACAA—Harassment and/or Discrimination.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Employees: \_\_\_\_\_  
Employee Signature Employee Signature

Witness: \_\_\_\_\_  
[Witness Signature]

## REFERENCES

**State Reference:**

**Policy Reference:**

<b>Adoption History</b>
Board approved 10/1/15

SECTION	G	TITLE	PERSONNEL	FILE	GBE
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## STAFF HEALTH AND SAFETY

If, at any time, there is reasonable cause to believe that an employee is suffering from a mental or physical condition that could be detrimental to the health or safety of the employee, any student, or any other employee, the Superintendent or designee may require a certification of health from a physician. The expense of obtaining such certifications of health shall be borne by the school.

### WORKERS' COMPENSATION

In case of injury arising out of and in the course of employment, the employee's compensation and expenses will be as prescribed by the worker's compensation law of South Dakota.

Any employee who receives an injury while at work should immediately report this injury to their supervisor and request the necessary forms to make application for payment under this law. Written notice of the injury must be provided by the employee to the school's business manager no later than three business days after the injury.

~~The employee may be required to submit, within ten days after first being employed, a certification of health signed by a licensed physician.~~

~~The Board may require an employee returning from an extended leave of absence for health reasons to submit a new certification of health. The expense of this examination will be borne by the District.~~

### ~~WORKERS' COMPENSATION~~

~~In case of injury while pursuing duties in keeping with the employee's contract, the employee will receive compensation and expenses as prescribed by the workers' compensation law of South Dakota.~~

~~Any employee who receives an injury while at work should immediately report this injury to the Superintendent's office and request the necessary forms to make application for payment under this law.~~

## REFERENCES

**State Reference:**

SDCL 13-10-9

SDCL 62-1-2

SDCL 62-3-3

**Policy Reference:**

**Adoption History**

FIRST READING 07/13/15

APPROVED 08/10/15

<b>SECTION</b>	<b>G</b>	<b>TITLE</b>	<b>PERSONNEL</b>	<b>FILE</b>	<b>GBEA</b>
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**STUDENT TRANSFER**

The intent of this policy is to provide guidance, and insure safety, for staff when transferring a student because of a physical disability. The safety of the student being transferred, and staff who are transferring a student, is of the utmost importance. Therefore, great care must be taken when transferring a student.

**REFERENCES**

**State Reference:**

**Policy Reference:**

**Adoption History**

FIRST READING 02/14/11  
APPROVED 02/28/11  
FIRST READING - RENAME 07/13/15  
APPROVED - RENAME 08/10/15

SECTION	G	TITLE	PERSONNEL	FILE	GBEA-E
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**DOUGLAS SCHOOL DISTRICT #51-1 STUDENT TRANSFER POLICY**

The intention of this policy is to provide appropriate, high quality care of a student, including ~~special needs students~~ **students with special needs**, while offering a safe work environment for each employee.

1. ~~For any student~~ **Students** weighing more than 40#, who ~~is~~ are non-ambulatory **require** a 2-person lift ~~is required~~.
2. ~~For any student~~ **Students** identified as totally dependent or requiring extensive assistance and weighing over 50#, ~~the student~~ will be transferred by means of lift equipment.
3. ~~Any student~~ **Students** requiring transfer assistance will be assessed by the School's contracted occupational/physical therapy staff; contracted occupational/physical therapy staff will provide an individualized written transfer/handling plan for the student consistent with their expertise and this policy.
4. Transfer assistance, mobility assistance and other student handling and movement tasks are to be carried out in accordance with the written individualized plan as provided by the School's contracted occupational/physical therapy staff. If variance from the plan is considered necessary, the contracted occupational/physical staff should be contacted for discussion and problem solving, prior to making any change.
5. Any transfer equipment malfunction or needed repair should be reported to the supervisor immediately.
6. Assigned staff will complete and document training on the transfer plan, techniques and equipment initially, annually and as required to increase understanding of safe student handling.

All personnel are responsible for implementing this policy and for taking reasonable care of their own health and safety, as well as that of their co-workers and their assigned students. Noncompliance may result in disciplinary action and may negate worker's compensation benefits if involved in an injury and found to be in violation of this policy.

I have read and understand the above guidelines and will comply with the stated guidelines.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

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REFERENCES
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<b>State Reference:</b>
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<b>Policy Reference:</b>
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Adoption History
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1/18/11
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RENAMED 8/10/15
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SECTION	G	TITLE	PERSONNEL	FILE	GBEA-R
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**STUDENT TRANSFER**

The intention of this policy is to provide appropriate, high quality care of a student, including special needs students, while offering a safe work environment for each employee.

1. ~~For any student~~ **Students** weighing more than 40#, who ~~is~~ are non-ambulatory **require** a 2-person lift ~~is required~~.
2. ~~For any student~~ **Students** identified as totally dependent or requiring extensive assistance and weighing over 50#, ~~the student~~ will be transferred by means of lift equipment.
3. ~~Any student~~ **Students** requiring transfer assistance will be assessed by the School’s contracted occupational/physical therapy staff; contracted occupational/physical therapy staff will provide an individualized written transfer/handling plan for the student consistent with their expertise and this policy.
4. Transfer assistance, mobility assistance and other student handling and movement tasks are to be carried out in accordance with the written individualized plan as provided by the School’s contracted occupational/physical therapy staff. If variance from the plan is considered necessary, the contracted occupational/physical staff should be contacted for discussion and problem solving, prior to making any change.
5. Any transfer equipment malfunction or needed repair should be reported to the supervisor immediately.
6. Assigned staff will complete and document training on the transfer plan, techniques and equipment initially, annually and as required to increase understanding of safe student handling.

**REFERENCES**

**State Reference:**

**Policy Reference:**

**Adoption History**

AUGUST 2015

SECTION	G	TITLE	PERSONNEL	FILE	GBEB
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**EMPLOYEE COMMUNICABLE CONDITIONS**

The Board recognizes its responsibility to provide a clean and healthy environment for students and school employees.

The determination of whether an infected employee be excluded from work activities shall be made on a case-by-case basis, under the direction of the principal/building administrator or designee.

In situations where the decision requires additional knowledge or expertise, the principal ~~will refer the case to an advisory committee for assistance in determining the proper course of action~~ **may request assistance from the following:**

~~The advisory committee may be composed of:~~

1. a representative from the State ~~Health~~ Department of Health, **Center for Disease Control, or other experts**
2. the employee’s physician;
3. the employee and/or designee;
4. the school health service’s supervisor;
5. the superintendent or designee; and
6. other appropriate school personnel.

In making the determination, the advisory committee shall consider:

1. the physical condition of the school employee;
2. the expected types(s) of interaction with others in the school setting;
3. the impact on both the infected school employee and others in that setting;
4. the South Dakota Department of Health **and Center for Disease Control** guidelines and policies;
5. the status of certification of health of the employee under South Dakota Law;
6. the recommendation of the County Health Officer, which may be controlling;
7. information regarding the infected employee, which is, deemed part of his/her personnel records, therefore is classified as “Confidential” as required by SDCL 1-27-03.

~~The advisory committee may officially request assistance from the State Department of Health.~~

If employment of an infected employee is to be interrupted or discontinued, the employee will be

entitled to use available medical leave and receive benefits.

Information of an employee who has been identified as or suspected of having any reportable disease or condition will be reported to the State Department of Health.

~~Public information will not be revealed about the employee who may be infected. If the employee is permitted to remain in the school setting, the principal will follow the procedure as follows:~~

If the potential for communicability is a factor, the public may be notified of the presence of the disease or condition and the possibility of transmittal or impact on others, if any. Information about the employee who is or may be affected with a communicable disease will not be revealed to the public. If the employee is permitted to remain in the school setting, the principal, will provide, as appropriate to school employees who have regular contact with the employee, as to the employee's medical condition and other factors needed for consideration in carrying out job responsibilities, to the State Department of Health, Center for Disease Control, or other experts.

~~Information will be provided, as appropriate, to school employees who have regular contact with the employee, as to the employee's medical condition and other factors needed for consideration in carrying out job responsibilities.~~

Health guidelines for work attendance are established and interpreted with the context of the case. The guidelines are not inclusive but are available to be used as a resource. School personnel will refer to school health professionals for specific judgments in interpreting the guidelines.

Instructions in appropriate handling of blood and body fluids will be provided. Hand washing after contamination, food preparation and health/hygiene care performed in different sink and work areas, maintenance cleaning and other personal hygiene measures are part of creating a healthy environment.

Specific health concerns may require the advisory committee to make a determination on school attendance or participation in school activities.

## REFERENCES

**State Reference:**

SDCL 13-43-3 through 13-43-3.3

SDCL 1-27-3

**Policy Reference:**

Douglas School District Nurses' Handbook

## Adoption History

FIRST READING 09/29/08  
APPROVED 10/14/08  
FIRST READING OF REVISIONS 08/12/13  
APPROVED 08/26/13  
FIRST READING - REVISIONS 07/13/15  
APPROVED 08/10/15

SECTION	G	TITLE	PERSONNEL	FILE	GBEC
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**USE OF ALCOHOL AND ~~OTHER DRUGS~~ CONTROLLED SUBSTANCES BY EMPLOYEES (DRUG FREE WORKPLACE)**

Student and employee safety is a paramount concern to the school board. Employees under the influence of alcohol and/or other drugs are a serious risk to themselves, to students, and to other employees. Therefore, the school board will not tolerate the unlawful manufacture, use, possession, sale, distribution, or being under the influence of alcohol and/or other drugs on school property or at a school event off school property. Additionally, it shall be a violation of this policy for any employee to manufacture, use, possess, sell, distribute or be under the influence of medical cannabis in any manner inconsistent with South Dakota state law. Any employee who violates this policy will be subject to disciplinary action, which may include dismissal, and referral for prosecution. Each employee of the district is hereby notified that, as a condition of employment, the employee must abide by the terms of this policy and will report to the superintendent any criminal alcohol and/or other drug statute convictions for any alcohol and/or drug violation. Such notification must be made by the employee to the superintendent no later than five (5) days after conviction. Should the affected employee be the superintendent s/he will report to the Board no later than the next regular meeting of the Board.

Within thirty (30) days after receipt of information concerning an alleged or proven violation(s) of this policy, the district will take appropriate disciplinary action, which may include termination of employment, requiring the employee to participate in alcohol and/or other drug abuse assistance or rehabilitation programs, and possible referral for prosecution.

The school board recognizes that employees who have an alcohol and/or other drug use/abuse problem should be encouraged to seek professional assistance. An employee who requests assistance shall be provided a listing of the regional treatment facilities or agencies to assist him/her in their choice of a service provider.

If there is reason to suspect that a staff member is under the influence of alcohol and/or illegal drugs, the staff member will not be allowed on school property or to participate in school activities. Staff members will be subject to discipline for arriving at school or at a school activity under the influence of alcohol and/or an illegal drug. For the purposes of this policy, "illegal drug" means narcotics, drugs and controlled substances as defined in federal law or state law. "Illegal drugs" also includes any

prescription or over-the-counter drug that does not meet the following four criteria:

1. the employee has a current and valid prescription for the drug or the drug is sold over-the-counter;
2. the drug is used or possessed for the purpose for which it was prescribed or sold over-the-counter;
3. the drug is used or possessed at the dosage prescribed or recommended; and
4. the drug is used or possessed consistent with the safe and efficient performance of the employee's job duties.

Any staff member who is taking a drug or medication, whether or not prescribed by the staff member's physician, which may adversely affect that staff member's ability to perform work in a safe or productive manner is required to report such use of medication to his or her supervisor. This includes drugs that are known or advertised as possibly affecting judgment, coordination or any of the senses, including those that may cause drowsiness or dizziness.

The school board hereby commits itself to a continuing good faith effort to maintain a drug-free environment.

A copy of this policy shall be given to all present and future employees.

~~Student and employee safety is a paramount concern to the School Board. Employees under the influence of alcohol and/or other drugs are a serious risk to themselves, to students, and to other employees. Therefore, no employee or person acting as an agent of the Douglas School shall possess, use, transfer, conceal, sell, attempt to sell, deliver, nor be under the influence of narcotics, materials/substances represented to be a drug or controlled substance, or chemical substances which affect psychological functions or affect the school community. Employees/agents shall not engage in drug abuse/misuse nor possess paraphernalia specific to the use of chemicals. Nor will the board tolerate the unlawful use of, or being under the influence of, alcohol. Any employee/agent who violates this policy will be subject to disciplinary action which may include dismissal and referral for prosecution.~~

~~Each employee of the district is hereby notified that, as a condition of employment, the employee must abide by the terms of this policy and will report to the superintendent any criminal alcohol and/or other drug statute convictions for any alcohol and/or drug a violation occurring in or on the premises of this school district, or while engaged in regular employment. Such notification must be made by the employee to the Superintendent no later than five days after conviction. Should the affected employee be the Superintendent, he/she will report to the Board no later than the next regular meeting of the Board.~~

~~Within thirty (30) days after receipt of information concerning an alleged or proven violation(s) of this policy, the District will take appropriate disciplinary action, which may include termination of employment, requiring the employee to participate in alcohol and/or other drug abuse assistance or~~

~~rehabilitation programs, and possible referral for prosecution.~~

~~This policy is in effect on property owned, leased or maintained by the Douglas School District, at all school sanctioned activities/trip on and off campus, all school vehicles and in vehicles parked on school property.~~

~~Annually all employees will be informed about the dangers of alcohol and/or drug use/abuse in the workplace; this policy of maintaining an alcohol and/or other drug free environment; available alcohol and/or other drug counseling; rehabilitation, and employee assistance programs; and the disciplinary sanctions that may be imposed upon employees/agents for alcohol and/or other drug use or abuse violations. The information will be disseminated to each employee via written and oral communication.~~

~~The School Board recognizes that employees who have an alcohol and/or other drug use/abuse problem should be encouraged to seek professional assistance. An employee who requests assistance shall be provided with a listing of the regional treatment facilities or agencies to assist him/her in their choice of a service provider. Fees for the assessment and treatment are the responsibility of the employee.~~

~~When a staff member has consumed alcoholic and/or illegal drugs off school property and/or before a school activity, the staff member will not be allowed on school property or to participate in school activities. Staff members who violate this regulation will be subject to the same disciplinary sanctions, as for possession or consumption on school property.~~

~~Staff members who use drugs authorized by a licensed physician or over the counter medications in the prescribed manner do not violate this policy if the staff member conforms to the stated prescription and appropriate school policies.~~

~~The School Board hereby commits itself to a continuing good faith effort to maintain a drug-free workplace.~~

~~A copy of this policy shall be given to all present and future employees or agents of the District.~~

## REFERENCES

### State Reference:

PUBLIC LAW 100-690

41 USC CHAPTER 81

ARSD 24:80

ARSD 44:90

SDCL 13-43-6.1

SDCL 34-20G

### Policy Reference:

GBC

GBCB

JHCDE

JHCDE-E(1)

**Adoption History**

APPROVED 08/14/89  
FIRST READING - REVISION 02/28/94  
APPROVED - REVISION 03/14/94  
FIRST READING - REVISION 08/10/15  
APPROVED - REVISION 08/10/15

SECTION	<b>G</b>	TITLE	<b>PERSONNEL</b>	FILE	<b>GBGA</b>
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**DISTRICT INVOLVEMENT IN POLITICAL ACTIVITY**

The Board believes in the importance of democracy in American society and advocates political participation as an act of self-governance. In this spirit, the Board recognizes the rights of District employees, as private citizens, to be involved in local, state and federal political activities, and encourages politically related material, discussions and projects in the classroom with the intent to teach students about democracy.

For the purpose of educating voters and lawmakers, the Board will provide information on ballot questions. The Board authorizes the Superintendent or Superintendent’s designee to communicate such information to citizens, media sources, public officials or candidates running for office as the Superintendent or designee deems appropriate.

However, the Board prohibits the following actions:

1. Use of an official school title, school email address, school social media platform or other district owned resource, to endorse or oppose candidates running for elected office, a political party or a proposition, referendum or issue being voted upon by the electorate;
2. Use of District funds to support or oppose a candidate running for elected office, a political action committee, a political party or a proposition, referendum or other ballot issue;
3. Distribution or posting of material which supports or opposes any candidate, political party or action committee, or proposition, referendum or other ballot issue on school property during school hours; and
4. Use of school facilities by candidates, their representatives, political parties, or political action committees.

School as Polling Place

In the case that a public school building is used as a public polling place, candidates, their representatives, members of a political party or political action committee or citizens acting in support or opposition to a ballot question may hand out literature or speak with prospective voters as long as this is done outside a 100-foot radius of the entrance to the polling place. The Board authorizes the Superintendent or designee to create any necessary regulations to implement this policy.

## REFERENCES

**State Reference:**

SDCL 12-11-1  
SDCL 12-18-3  
SDCL 12-27-20  
SDCL 12-27-21  
SDCL 13-7-3  
SDCL 13-43-1  
SDCL 13-43-15.1  
SDCL 13-7-3  
HATCH ACT

**Policy Reference:**

## Adoption History

FIRST READING 06/08/15  
APPROVED 06/22/2015

SECTION	G	TITLE	PERSONNEL	FILE	GBI
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## STAFF GIFTS AND SOLICITATIONS

### GIFTS

Staff may accept simple remembrances expressive of gratitude from students, parents/guardians, or parent groups. However, employees may not accept any gift or favor that might impair or appear to influence professional decisions or actions. Failure to comply may result in disciplinary actions, up to and including termination.

Gifts of substantial value (i.e., \$50 or higher) is discouraged. However, any employee receiving a gift with an estimated value in excess of \$50 shall report it to the Business Manager for guidance regarding proper accounting if required.

Suppliers, contractors, and others doing or seeking to do business with the District shall be discouraged from giving gifts to school employees. Any employee receiving a gift from a vendor, contractor, or supplier with an estimated value in excess of \$50 shall report it to the Business Manager for guidance regarding proper accounting if required.

### SOLICITATIONS

The Superintendent or Superintendent's designee must approve each solicitation that is to be permitted in the schools. No organization may solicit funds of staff members while on school grounds, nor may anyone distribute flyers or other materials related to fund drives through schools, without the approval of the Superintendent or the Superintendent's designee.

Employees will not be engaged in the sale of products to the schools, even if the proceeds of such sales are intended for charitable or civic purposes, nor will staff members collect any money or distribute any fund-raising literature, without the express approval of the Superintendent or the Superintendent's designee.

Information and activities related to public solicitations and advertising are handled in accordance with Policy KI (Public Solicitations, Bingo and Lotteries, and Advertising in the Schools).

## REFERENCES

**State Reference:**

ARSD 24:08:03

ARSD 24:11:03:01

**Policy Reference:**

JL

KI

**Adoption History**

SECTION	G	TITLE	PERSONNEL	FILE	GBK
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**SMOKING AND TOBACCO USE BY STAFF MEMBERS**

It is generally recognized that smoking and tobacco use present a health hazard, which can have serious consequences, both for the smoker and non-smoker. The Douglas School Board is dedicated to providing a healthy, comfortable, and productive environment for staff, students, and citizens.

Smoking of any substance or tobacco use, which includes, but is not limited to, cigarettes, chewing tobacco, cigars and pipes is prohibited in all District buildings, on school grounds, or school vehicles. This policy will be in effect 24 hours a day, seven days a week. Any person failing to comply with this policy may be subject to disciplinary actions.

For the purposes of this policy, tobacco means any substance or item, in any form, containing tobacco. The administration is directed to treat the use, possession or promotion of all forms of nicotine-containing products or nicotine delivery devices, which may or may not include actual tobacco, as a violation of this policy, provided the device is not part of an individual’s cessation program.

Faculty/staff, while supervising students on or off school grounds, shall be prohibited from smoking or using tobacco products.

A copy of this policy shall be included in all staff handbooks.

**REFERENCES**

**State Reference:**  
 SDCL 22-36-2

**Policy Reference:**

**Adoption History**

First Reading 06/09/88  
07/14/88

Approved 08/15/88

First Reading – Revision 09/25/90

Approved – Revision 10/08/90

First Reading – Revision 02/28/94

Approved – Revision 03/14/94

First Reading – Revision 03/29/01

Approved – Revision 04/09/01

First Reading – Revision 04/14/08

Approved – Revision 04/28/08

First Reading – Revision 08/22/11

Approved – Revision 09/12/11

SECTION	<b>G</b>	TITLE	<b>PERSONNEL</b>	FILE	<b>GBL</b>
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**PERSONNEL RECORDS**

A file of personnel records shall be maintained in the Superintendent's office for each employee of the School District. A file shall be kept for all resigned or retired employees, including such essential information as specified by state and federal laws

CONFIDENTIALITY

Personnel information concerning District employees is generally confidential. Some personnel information is "public record" and must be released to any person upon request:

1. Salaries,
2. routine directory information, consisting of employee's name and address, and subject to the employee's right to direct that his/her address not be disclosed, and
3. employment applications and related materials submitted by individuals hired into executive or policymaking positions within the District.

However, any current or prior contract with any public employee and any related document that specifies the consideration to be paid to the employee is by law a public document and to which the public has the right to examine and make memoranda and abstracts therefrom during regular school hours.

Pursuant to State law, any record or document, regardless of physical form, created by the District in connection with the evaluation of the Superintendent constitutes personnel information and is not open to inspection or copying

Records of an employee's evaluation shall not be released without the written consent of the employee unless authorized or required by law.

Files containing medical information regarding an employee, including employment accommodations pursuant to Americans with Disabilities Act (ADA) and Rehabilitation Act Section 504, will be kept separate from other personnel files and shall not be released without the written consent of the employee unless authorized or required by law.

TYPES OF INFORMATION

The records shall contain, at a minimum, the following information:

1. The correct name and the current address and telephone number of the employee;
2. An accurate record of the work experience of the employee;
3. Current data on education completed, including the transcripts of all academic work;
4. Proof of requirements fulfilled in order to be eligible for salary;
5. Current data on credentials and certification;
6. Records of assignment;
7. Evaluations of performance;
8. Letters of commendation, reprimand, or omission of duty.

#### USE OF PERSONNEL RECORDS

All the contents of the personnel records file shall be available for inspection by the employee concerned. The District reserves the right to have a member of the Superintendent's office staff present at the time the employee inspects his/her personnel file. Similarly, at the time the record is reviewed, the employee shall have the right to have present a representative of his/ her own choosing, if desired.

The employee shall have the right to respond in writing to all materials contained in the personnel file. Responses shall become part of the file.

Any complaints directed towards an employee, which are placed in the personnel file, are to be promptly called to the employee's attention in writing.

#### PARENTAL NOTICE

If the District receives Title I funds, at the beginning of the school year the District shall inform the parents of children attending school that the parents may request information regarding the professional qualifications of their children's teachers. Upon receipt of a parental request for this information, the District shall provide the following information:

1. whether the teacher has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction,
2. whether the teacher is teaching under "Plan of Intent" status,
3. the baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree, and
4. whether the child is provided services by paraprofessionals and, if so, their qualifications.

The District shall provide a response to the parent's request in a timely manner. In addition, parents shall be provided timely notice that their children have been assigned or have been taught for four or more consecutive weeks by teachers who are not highly qualified.

#### **REFERENCES**

**State Reference:**

SDCL 60-4-12  
SDCL 13-42-70  
SDCL 1-27-1.5 (7)  
SDCL 1-27-1.5 (15)

**FEDERAL:**

USC TITLE 20 6301 ET SEQ

**Policy Reference:**

KBA  
KBAA

**Adoption History**

FIRST READING 7/13/15  
APPROVED 08/10/15  
FIRST READING - REVISIONS 06/27/19  
APPROVED 07/22/19

SECTION	G	TITLE	PERSONNEL	FILE	GBM
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### STAFF COMPLAINTS AND GRIEVANCES

The Board of Education recognizes the need to develop an effective means for resolving differences that may arise among employees or between employees and administrators, other than discrimination and harassment; reduce potential areas of grievances; and establish and maintain recognized channels of communication between the staff, administration and Board of Education.

Grievance procedures should provide for prompt and equitable adjustment of differences at the lowest possible administrative level, and each employee should be assured the opportunity for an orderly presentation and review of complaints and concerns. Channels established will provide for the following:

1. That teachers and other employees may appeal a ruling of a principal or other administrator to the Superintendent.
2. That all school employees may appeal a ruling of the Superintendent to the Board.

The procedures established for the resolution of grievances in agreements negotiated with employee bargaining units will apply only to “grievances” as defined in the particular agreement.

### REFERENCES

**State Reference:**

SDCL 3-18-1  
SDCL 3-18-1.1  
SDCL 3-18-15  
SDCL 3-18-15.1  
SDCL 3-18-15.2  
SDCL 3-18-15.3

**Policy Reference:**

### Adoption History

FIRST READING 02/14/85  
APPROVED 03/14/85  
FIRST READING - REVISIONS 05/12/08  
APPROVED 05/27/08  
FIRST READING 10/1/15

APPROVED 10/13/15

**DOUGLAS SCHOOL DISTRICT**  
**Board Policy**  
**REVIEW**

SECTION	<b>G</b>	TITLE	<b>PERSONNEL</b>	FILE	<b>GBM-E</b>
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SEE CURRENT FORM

**REFERENCES**

**State Reference:**

**Policy Reference:**

**Adoption History**

SECTION	G	TITLE	PERSONNEL	FILE	GBM-R
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**STAFF COMPLAINTS AND GRIEVANCES  
PROCEDURES**

**DEFINITIONS:**

- A “grievance” is a complaint by a person or group of persons employed by the Douglas School District 51-1, made either individually or by a duly authorized and recognized employee association through its representative, that there have been a violation, misinterpretation or inequitable application of any existing agreement, contract, policy, rule, or regulation of the School Board. Negotiations for, or a disagreement over, a nonexisting agreement, contract, policy, rule, or regulation is not a “grievance”.
- An “aggrieved person” is the person or group of persons filing the grievance.
- “Board” means the Douglas School Board.
- “Days” 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.

**PURPOSE:**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise between employees and the District and to facilitate this purpose, the process will be kept as informal and confidential as may be, appropriate at any level of the procedure.

Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the employee association, provided the adjustment is not inconsistent with the terms of any settlement with the employee association then in effect. The employee or the administrator involved in the grievance may be represented by a representative at such an informal discussion.

**PROCEDURE:**

- It is important the grievances be processed as rapidly as possible. The number of days indicated at each level shall be the maximum and every effort should be made to expedite the process.
- If appropriate action is not taken by the employee within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The

time limits specified herein may be extended by mutual agreement, provided the time extension is requested within the time limits provided in the regulation.

- If an employee does not file a grievance in writing with the principal or other supervisor within thirty (30) calendar days after the employee knew, or should have known, of the act or condition on which the grievance is based, the grievance shall be considered as having been waived.
- A supply of grievance forms shall be on file with the building principal, and/or the immediate supervisor.

#### Informal Procedures:

If an employee has a complaint, he/she shall first discuss the matter with his/her immediate supervisor, principal, or other administrator to whom he/she is directly responsible in an effort to resolve the problem.

#### Formal Procedures:

##### Level 1 – School Principal, Immediate Supervisor or Other Administrator

- If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she shall submit his/her grievance in writing.
- Signed copies of the written grievance shall be delivered by the employee to the supervisor, principal or other administrator.
- An employee who is not directly responsible to a building principal may submit his/her formal written grievance to the administrator or supervisor to whom he/she is directly responsible.
- The administrator within ten (10) days of the filing of the grievance shall render his/her decision in writing to the aggrieved person.

##### Level 2 – Superintendent

- If an aggrieved person or the Board is not satisfied with the decision concerning his/her grievance at Level 1, or if no written decision has been rendered within ten (10) days, he/she shall, within ten (10) days after the decision is rendered, or within twenty (20) days after the grievance was presented at Level 1 whichever is sooner, resubmit his/her grievance in writing to the Superintendent.
- The Superintendent shall within ten (10) days from the filing of the written grievance meet with the aggrieved person for the purpose of resolving the grievance. The Superintendent shall, within ten (10) days after this meeting render his/her decision in writing to the aggrieved person.

##### Level 3 – Board of Education

- If the aggrieved person or the Board is not satisfied with the disposition of the grievance at Level 2, or if no written decision has been rendered within ten (10) days, he/she shall within ten (10) days or within twenty (20) days after the grievance was presented at Level 2,

whichever is sooner thereafter resubmit the grievance to the business manager and the president of the School Board.

- At its next meeting or within twenty (20) days, whichever is sooner, the Board or its designated agent shall hold a hearing on the grievances. The decision of the Board shall be rendered in writing within ten (10) days after the hearing.

#### Level 4 – Arbitration

- If the aggrieved person is not satisfied with the disposition of the grievance at Level 3 or if no written decision has been rendered within the time period set forth in the preceding paragraph, he/she may, within ten (10) days after receipt of the written decision is due, whichever is earlier, appeal to the Department of Labor, pursuant to statute.
- The inclusion of this paragraph in this grievance procedure shall not constitute a waiver by either party of its rights to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

#### Miscellaneous

- If, in the course of investigation of any grievance by representatives of the complainant, such investigation requires their presence in a school building; they shall report immediately to the principal of such building being visited and state the purpose of the visit.
- Interruption of regularly assigned classes or activities shall be avoided and students shall not be included in any phase of the grievance procedure except with the mutual consent of both parties.
- Any party or parties in interest shall appear and may be represented at formal Levels One and Two of the grievance procedure by one representative. When the representative is not a member of the employee organization, the employee organization shall have the right to have one spokesperson present and to have that spokesperson state its views at the formal Levels One and Two of the grievance procedure except when the aggrieved person specifically requests the exclusion of all but the parties in interest and their respective representatives. At Level Three a maximum of three representatives, one of whom will be the spokesperson, may represent the aggrieved person or persons involved in a grievance.
- If, in the judgment of the employee organization a grievance affects a group or class of employees, the organization may submit such grievance in writing to the Superintendent directly and the processing of such a grievance shall be commenced at Level Two. The employee organization shall designate not more than two spokespersons for the organization in processing such a grievance through the remaining levels of the grievance procedure. Provided, however, that the employee organization shall not be permitted to file or process a grievance with respect to an incident or occurrence on which an employee or group has already initiated a grievance.
- Meetings and hearings under this procedure shall not be conducted in public and shall include such parties and only such parties in interest and their designated or selected representatives heretofore referred to in this grievance procedure. The vote on the Board's decision on Level Three grievances shall be made in open session but the name of the aggrieved party shall not be disclosed.
- When it is necessary for a party or parties in interest to attend a board meeting or a hearing

called during the working day, the Superintendent's office shall so notify the party or parties in interest, principals or immediate supervisor, and the party or parties in interest shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

- At all hearings conducted under this procedure, the aggrieved person and the administrative representative may call witnesses and present evidence that is relevant to the matter being considered. The Board may request that other witnesses be called for questioning by the parties.

## REFERENCES

### State Reference:

SDCL 3-18-1  
SDCL 3-18-1.1  
SDCL 3-18-15  
SDCL 3-18-15.1  
SDCL 3-18-15.2  
SDCL 3-18-15.3

### Policy Reference:

## Adoption History

REVISED MARCH 26, 2018

SECTION	G	TITLE	PERSONNEL	FILE	GBN
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**STAFF FLEX TIME**

The use of flex time by staff is time adjusted during the normal duty hours for an emergency personal need and is provided below:

Classified Staff

For classified personnel, up to one hour can be flexed per week. Flex time is before and after school, not during hours students are present. Exceptions to the one-hour limit on flex time may be granted by the Superintendent **or designee** for emergencies or extenuating circumstances. ~~(special projects) and will be communicated to the Business Manager in writing.~~

The occasional use of flex time shall be mutually agreed upon by the person making the request and the supervisor. It is the exception rather than the rule and should not be used to satisfy a person’s every day or weekly schedule. Any flex time should be made up within the same workweek that flex time is used.

Certified Staff

The normal school day for teaching staff is seven and one-half (7 ½) hours of duty in length except on Fridays when it will be seven and one-quarter (7 ¼) hours. Duty hours are exclusive of time necessarily required to perform extra-duty assignments as well as other assigned duties. Adjustment to meet the needs of the individual teacher shall only be made outside of one half hour before (15 minutes at high school) and 15 minutes after the regularly scheduled classroom day.

Teachers may request to alter their starting or ending times on a particular day to accommodate an emergency personal need, which time need not be made up. This adjustment shall be handled at the building level through the principal’s office and may involve only that time outside the regularly scheduled classroom day.

**REFERENCES**

**State Reference:**

**Policy Reference:**

Adoption History
FIRST READING 03/26/16 APPROVED 04/11/16

SECTION	G	TITLE	PERSONNEL	FILE	GCA
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### PROFESSIONAL STAFF POSITIONS

All professional staff positions in the school district will be created initially by the Board. It is the intent of the Board to activate a sufficient number of positions to accomplish District goals, objectives, and to provide the number of positions for each building. It is the responsibility of administration to determine how the positions are filled to best meet the needs of the students and district. Position is to be broadly defined as **the** number of slots required for fulfilling **the** needs of students. Although such positions may remain temporarily unfilled, only the Board may abolish a position it has created.

Each time a new position is established by the Board, the Superintendent **or designee** will present for the Board's approval a job description for the positions, which specifies the job holder's qualifications and the job's performance responsibilities. The Superintendent **or designee** will maintain a comprehensive set of job descriptions for all positions

### REFERENCES

**State Reference:**  
SDCL 13-43-16

**Policy Reference:**

### Adoption History

FIRST READING 10/20/77  
 APPROVED 11/10/77  
 FIRST READING - REVISION 07/13/15  
 APPROVED - REVISIONS 08/10/15  
 FIRST READING - REVISIONS 08/13/18  
 APPROVED - REVISIONS 08/27/18

SECTION	G	TITLE	PERSONNEL	FILE	GCB
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### QUALIFICATIONS OF TEACHERS

Every teacher employed in this school system must possess a valid certificate by the South Dakota Department of Education.

### REFERENCES

**State Reference:**  
ARSD 24-43-02-08  
SDCL 13-43-5

**Policy Reference:**  
GCD

### Adoption History

FIRST READING 07/13/15  
APPROVED 08/10/15  
FIRST READING - REVISION 06/30/16  
APPROVED 07/14/16

SECTION	G	TITLE	PERSONNEL	FILE	GCBA
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### PROFESSIONAL STAFF SALARY SCHEDULES

The Board will adopt salary schedules for its professional staff, and each staff member will be placed on the schedule at a salary level that is commensurate with, but not limited to, the staff member's educational training, prior experience, and experience in the District. The schedule adopted by the Board will remain in effect until changed or modified by the Board.

Salary increments will be conditional upon evidence of the continued professional growth of the teacher. Employees who do not comply with the requirements of the Board and/or the State may not be granted salary increases or may not be retained on the staff.

Placement on the salary schedule will be in accordance with requirements developed by the administration and approved by the Board.

Salaries will be reviewed annually, prior to the organizational meeting of the Board in July. The Superintendent **or designee** will be responsible for surveying other school systems to determine salaries being paid for comparable positions in each district.

### REFERENCES

**State Reference:**

SDCL 6-1-10

**Policy Reference:**

NEGOTIATED AGREEMENT, ARTICLE XX & APPENDIX A

### Adoption History

FIRST READING 06/08/15

APPROVED 06/22/15

SECTION	<b>G</b>	TITLE	<b>PERSONNEL</b>	FILE	<b>GCBB</b>
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**PROFESSIONAL STAFF SUPPLEMENTARY PAY PLANS**

Certain assignments require extra responsibility or extra time over and above that required of other staff members who are in the same position on the basic salary schedule. When such supplemental assignments require extra time and responsibility beyond that regularly expected of teachers, extra compensation will be rewarded.

Assignments that are to be accorded extra compensation will be designated by the Board. Recommendations for appointments to such positions will be made to the Board by the Superintendent **or designee**. The amount of compensation for the position will be established by the Board at the time of appointment.

A teacher who is offered and undertakes a supplementary pay assignment will enter into a one-year limited contract with the Board. The terms and salary for this assignment will be specified in the written teacher's contract, which is signed by the teacher, Board president and school district business manager.

If a teacher will not be extended the assignment for the following school year, but will remain on the teaching staff, they will be notified in writing, prior to the expiration of the contract.

If the assignment is terminated by the Board or by the teacher, prior to the end of the contract, the special allowance will cease.

**REFERENCES**

**State Reference:**

**Policy Reference:**  
GCB

**Adoption History**

FIRST READING 07/13/15  
APPROVED 08/10/15

SECTION	G	TITLE	PERSONNEL	FILE	GCBCC
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## TAX SHELTERED ANNUITY PROGRAM

The School District will offer a Tax Sheltered Annuity Program intended to qualify under Section 403 (b) of the Internal Revenue Code for the benefit of its eligible employees.

The Board authorizes the Superintendent or Superintendent designee to administer the program, and act on behalf of the School Board to enter into salary reduction agreements, vendor agreements and take such steps as are appropriate to assure compliance with the Internal Revenue Service Code.

### PARTICIPATION ELIGIBILITY

All full-time salaried and regular full-time employees of the School District are eligible to participate in the 403(b) program.

Each eligible employee may elect to reduce his or her salary in a specific amount by executing the salary reduction agreement provided by the District. The salary reduction agreement will specify the amount of the salary reduction for each eligible vendor selected.

The salary reduction agreement must specify the amount of the salary reduction, which the employee elects to have the District contribute toward the purchase of a qualified investment or an annuity contract on behalf of the employee. An employee's salary reductions for a calendar year may not exceed the maximum amounts specified in the Code.

### SCHOOL DISTRICT RESPONSIBILITY

The Board will annually review the 403(b) program for nondiscrimination compliance.

All employees eligible for the district's 403(b) program will be notified of their eligibility upon employment and periodically provided the list of vendors to all eligible employees.

The Board makes no representation to the employee regarding the advisability, appropriateness or tax consequences of a salary reduction agreement, participation in a tax sheltered annuity, or the company which issues the annuity contract or which invests the employee's salary reduction funds.

No action taken by the District under this program shall be construed to create a trust of any kind or a fiduciary relationship between the District and the employee, any designated beneficiary or any other person.

The Board also makes no warranty or representation to the employee that any annuity contracts or investments offered by eligible annuity vendors are qualified under Section 403(b) of the Code or that salary reductions applied to the purchase of such annuity contracts will be excluded from the gross income of the employee under Section 403(b) of the Code.

#### REFERENCES

**State Reference:**

**Policy Reference:**

#### Adoption History

FIRST READING 06/08/15  
APPROVED 06/22/15

SECTION	G	TITLE	PERSONNEL	FILE	GCBD
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### EXTENDED LEAVES OF ABSENCE

It is a responsibility of the Board of Education to provide the most effective instruction to students possible within the limitations of available resources. The effectiveness of the classroom, to a large degree, is influenced by the quality of the teacher assigned to that classroom or responsibility. Decisions regarding extended leaves of absence will be made while giving primary consideration to the potential short and long range effects of that decision on the educational lives of the students of the Douglas School System.

When it can be determined that the absence of a staff member will not have a significantly negative effect on students, the Board of Education will make the growth and health of its staff a high priority.

All decisions regarding the granting of extended leaves of absence will be at the discretion of the Board of Education.

### REFERENCES

**State Reference:**

**Policy Reference:**

### Adoption History

FIRST READING 12/11/80

APPROVED 1/8/81

REVISED 10/9/86

SECTION	G	TITLE	PERSONNEL	FILE	GCBDD
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## MILITARY LEAVE OF ABSENCE

Employees are entitled to military leave under the Uniformed Services Employment and Reemployment Act of 1994 (USERRA). The Act applies to military service that began on or after December 12, 1994 or military service that began before December 12, 1994 if the employee was a reservist or National Guard member who provided notice to the employer before leaving work.

Reemployment rights extend to persons who have been absent from work because of “service in the uniformed services.” The uniformed services consist of the following military branches: Army, Navy, Marine Corps, Air Force or Coast Guard, Army Reserve, Navy Reserve, Marine Corps Reserve, Air Force Reserve or Coast Guard Reserve, Army National Guard or Air National Guard, Commissioned Corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency.

“Service” in the uniformed services means duty on a voluntary or involuntary basis in a uniformed service, including:

- Active duty.
- Active duty for training.
- Initial active duty for training.
- Inactive duty training.
- Full-time National Guard duty
- Absence from work for an examination to determine a person’s fitness for any of the above types of duty.

The employee may be absent for up to five (5) years for military duty and retain reemployment rights. There are, however, exceptions which can exceed the five (5) year limit. Reemployment protection does not depend on the timing, frequency, duration or nature of an individual’s service. The GARID law enhances protections for disabled veterans including a requirement to provide reasonable accommodations and up to two (2) years to return to work if convalescing from injuries received during service or training.

### Employment Protection

The returning employee is entitled to be reemployed in the job that they would have attained had they not been absent for military service, with the same seniority, status and pay, as well as other rights and benefits determined by seniority. If necessary, the employer must provide training or

retraining that enables the employee to refresh or upgrade their skills so they can qualify for reemployment. While the individual is performing military service, he or she is deemed to be on a furlough or leave of absence and time spent in active military service shall be counted in the same manner as regular employment for purposes of seniority or District service.

### Providing Notice

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.

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 the return date.

Accrued vacation or annual leave may be used (but is not required) while performing military duty.

### Payment Options

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 daily or hourly pay (depending if certified or classified) from the District to be reduced by the daily or hourly pay received from the military or to accept only their military pay. Such leave not to exceed fifteen (15) working days in one school 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.

### Health Benefits

Individuals performing military duty of more than 30 days may elect to continue employer sponsored health care for up to 18 months at the full premium cost plus normal increases in premium. For military service of less than 31 days, health care coverage is provided as if the individual had never left. After notification by the employee to the school district of Military activation of more than 30 days, the school district shall inform the employee of the health benefits available under "COBRA" and furnish the employee with the enrollment forms for "COBRA."

Upon entering active military duty for more than 30 days, the individual and dependents are covered by what the military calls "Tri-Care." There are several different plans that are offered which offer different levels of managed care. The most managed of the plans are at no cost to the service member. Not all medical costs are covered by "Tri-Care." It is not possible to make a recommendation in this document that will be best for every individual

If an employee leaves and enters active duty for more than 30 days and discontinues health coverage

for themselves and the employee's dependents, and the employee returns to the school district in the time frame stated in this document, they will be placed back on the health plan as if they had never left employment.

### Retirement Benefits

A participating SDRS member called to active duty will continue to earn credited service in SDRS while serving in the armed forces if he or she meets the following requirements:

- Secures authorization in advance from his/her employer for a leave of absence for military service
- Returns to the employment of an SDRS participating unit within one year of discharge from his/her initial period of military service
- Remains in the employment of that same employer for at least one year upon his/her return
- This credited service does not require a contribution from either the employer or employee. See SDCL 3-12-86.

### Survivor and Disability Benefits

The continuation of SDRS survivor and disability benefits, however, depends upon the continued classification of an employee as contributing SDRS member during his or her leave of absence. To meet this requirement, both the employee and employer contributions must be made to the system for each of the employee's pay periods. For Survivor and Disability Benefits only, the Douglas School District will make both employee and employer contributions to SDRS, which is allowed under SDCL 3-12-85.

### Return to Work or Application for Reemployment

Military service of less than 31 days: Must return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight (8) hour rest period.

Military service of more than 30 but less than 181 days: Must submit an application for reemployment within 14 days of release from service

Military service of more than 180 days: Must submit an application for reemployment within 90 days of release from service.

The individual's separation from service must be under honorable conditions in order for the person to be entitled to reemployment rights. Documentation showing eligibility for reemployment can be required. The employer has the right to request that an individual who is absent for a period of service of 31 days or more provide documentation showing:

- the application for reemployment is timely;
- the five-year service limitation has not been exceeded; and,
- separation from service was under honorable conditions.

If documentation is not readily available or it does not exist, the individual must be reemployed. However, if after reemploying the individual, documentation becomes available that shows one or more reemployment requirements were not met, the employer may terminate the individual, effective immediately. The termination does not operate retroactively.

Once the employee has made application for re-employment the employee is entitled to employment and benefits as if the employee had never left. For example if a teacher makes application for re-employment on June 1 (after school is out) and if you normally pay the single premium health for the other employees during the summer, you will need to reinstate the returning employee and pay the single premium. If the employee has family coverage, they are responsible for that payment.

This policy is intended only to generally advise individuals of the protections available under the Uniformed Services Employment and Reemployment Act of 1994 (USERRA). Specific requirements and obligations in the Uniformed Service Employment and Reemployment Act of 1994 govern.

## REFERENCES

**State Reference:**

SDCL 3-12C-514

SDCL 3-12-86

38 USC §§ 4301-4335

**Policy Reference:**

## Adoption History

First Reading 03/24/03

Approved 04/14/03

First Reading – Revision 03/17/16

Approved – Revision 03/29/16

First Reading – Revision 08/14/17

Approved – Revision 08/28/17

SECTION	G	TITLE	PERSONNEL	FILE	GCBDE
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**FAMILY AND MEDICAL LEAVE**

The District shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993. The Superintendent **or designee** shall administer leave policies adopted by the Board, setting forth the rights and procedures granted by the Act, and shall ensure compliance with those policies personally, by delegation, or by some combination of personal oversight and delegation. An eligible employee must have been employed by the District for at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) months.

**REFERENCES**

**State Reference:**  
 Public Law 103-3  
 Title 29 CRF Part 825

**Policy Reference:**

**Adoption History**

First Reading 07/13/15  
 Approved 08/10/15

SECTION	G	TITLE	PERSONNEL	FILE	GCBDE-R
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## FAMILY AND MEDICAL LEAVE PROCEDURES (FMLA)

### REASONS

In compliance with the Family and Medical Leave Act of 1993 and under procedures developed by the Superintendent, leave shall be granted to eligible employees for the following reasons:

1. For the birth and care of an employee's newborn child or for placement of a child with the employee for adoption or foster care;
2. To care for the employee's spouse, child, or parent who has a serious health condition, as defined by federal law;
3. For an employee's own serious health condition, as defined by federal law, that makes the employee unable to perform the employee's job;
4. To address a qualifying exigency (need) defined by federal regulation arising out of the active duty or call to active duty of a covered family member (spouse, son, daughter, parent or next of kin) who serves in a reserve component or as a retired member of the Regular Armed Forces or Reserve in support of a contingency operation; and
5. To care for a covered family member (spouse, son, daughter, parent or next of kin) who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces that may render the family member medically unfit to perform duties of his/her office, grade, rank or rating.

### NOTICES AND DEADLINES

Employees who may be eligible for or who request leave for any of the above reasons shall be provided an FMLA notice of eligibility and rights and responsibilities. Requests for family and medical leave should be made in writing but verbal requests may be made to the immediate supervisor or other designated administrator who shall then document the request. The District may require that a request for leave be supported by a certification for health care or military-related situations as permitted by federal law, but such requirements must be set out in the required notice.

*Deadline for Notice to be Provided:* Absent extenuating circumstances, within five (5) business days of District receipt of a request or the District being made aware of a potentially qualifying reason.

The District shall designate an employee's leave, paid or unpaid, as FMLA-qualifying and shall provide a designation notice indicating whether the request is approved or if additional information is needed. Leave may be delayed if the employee does not provide proper notice (30 days advance

notice for a foreseeable leave); otherwise, notice as soon as the need becomes known).

*Deadline for Notice to be Provided:* Absent extenuating circumstances, within five (5) business days of learning that an FMLA reason supports the leave.

### ELIGIBILITY

Employees are eligible for up to twelve (12) workweeks of family and medical leave each school year, if they have been employed by the District for twelve (12) months, have worked at least 1,250 hours during the twelve (12) months preceding the start of the leave, and otherwise qualify for family and medical leave. When family and medical leave is taken to care for a service member's recovery from a serious illness or injury sustained in the line of duty, an eligible employee may take up to twenty-six (26) workweeks of leave during a single twelve-month period.

Full-time teachers are presumed to have worked at least 1,250 hours during a school year. In determining whether returning veterans meet the minimum 1,250 hour standard, hours actually worked for the District during the twelve-month period are to be combined with hours they would have worked for the District had they not been called for military service.

In situations involving both the Americans with Disabilities Act (ADA) and FMLA, the District shall apply the law affording the employee the greater benefit.

### RESTRICTIONS

To the extent that an employee is entitled to any paid leave, all such leave shall be taken and it shall run concurrently with family and medical leave. (This requirement shall not apply to employees taking workers' compensation leave.) However, when an employee's work-related injury/medical state qualifies as a serious health condition, worker's compensation leave shall run concurrently with the twelve (12) workweek entitlement.

Paid leave used by the employee as required under this policy shall count, as applicable, against the twelve (12) or twenty-six (26) FMLA workweek entitlement.

Entitlement to family and medical leave for the birth and care of a newborn child or placement of a child shall expire twelve (12) months after the date of such birth or placement.

When both husband and wife are employed by the District, the combined amount of family and medical leave for reasons other than personal illness or illness of a child shall be limited to twelve (12) workweeks. In cases of personal illness or illness of a child, each spouse is entitled to twelve (12) workweeks of family and medical leave.

Exception: The limit on the combined amount of family and medical leave shall be twenty-six (26) workweeks when both an eligible husband and wife are employed by the District and are eligible for leave that involves a covered Armed Forces service member.

Depending on the date family and medical leave is to begin, instructional employees as designated by

federal regulation may be required to continue on leave until the end of the school term to avoid disruption.

#### INTERMITTENT LEAVE / REDUCED HOURS

Family and medical leave may be taken intermittently (when medically necessary) or on a reduced hours basis.

#### CONTINUATION OF BENEFITS

While on family and medical leave, employees shall be entitled to all employment benefits accrued prior to the date on which the leave commenced. Health, dental and life insurance for an employee on family and medical leave shall continue to be provided on the same basis had the employee not taken leave. The District will pay its portion for health, dental and life insurance while the employee has paid leave to use. Once all paid leave has been exhausted, if the employee chooses to continue with health, dental and life insurance, they must pay the full cost themselves. Other employment benefits and seniority shall not accrue during unpaid family and medical leave.

#### RETURN TO WORK

As noted by the required notice of eligibility and rights and responsibilities when family and medical leave is taken due to an employee's own serious health condition, the employee shall provide fitness-for-duty certification before returning to work. This may include certification by the health care provider that the employee is able to perform essential functions specific to the job, as noted by the District in a list attached to the certification form.

Upon return to work, the employee shall be entitled to his/her same position (or an equivalent position with equivalent pay) with corresponding benefits and other terms and conditions of employment.

#### NOTICE

The District shall notify employees of family and medical leave provisions by posting appropriate notices in conspicuous places in the Central Office and each worksite and distributing notices as required by law.

### REFERENCES

**State Reference:**

**Policy Reference:**

**Adoption History**

BOARD APPROVED AUGUST 2015

SECTION	G	TITLE	PERSONNEL	FILE	GCBDF
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<b>NURSING MOTHERS</b>
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The District recognizes that breastfeeding is the most healthful, natural and economic method of infant nutrition; and it is the policy of the District to support the needs of breastfeeding mothers when they return to work.

1. Maternity leave planning will address the transition from full-time maternity leave to fulltime work and the impact that this may have on breastfeeding. Generally, maternity leave is a sufficient time to establish breastfeeding. Factors to consider include a combination of fulltime and part time maternity leave, a flexible work schedule to accommodate breastfeeding needs, and break times to use a breast pump at work.
2. Breastfeeding employees are allowed a flexible schedule for nursing or pumping, with the schedule to be determined by the employee and employees supervisor. The schedule requested by the employee will be approved unless the employee's supervisor has determined, in writing, that the requested schedule would impose an undue hardship by causing the District significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the school district. Factors to determine when considering the schedule as proposed by the employee include, but are not limited to the following: the time requested would exceed the normal time allowed for lunch, breaks, student responsibilities at the time requested, sick/personal and annual leave, and adjustment of normal work schedule.
3. The District shall provide an appropriate room, other than a bathroom, for an employee to express breast milk where;
  - a. nursing women can nurse an infant brought in during lunch or breaks;
  - b. nursing women can pump breastmilk to be stored for later use. (Each employee is responsible for proper storage of her milk using a personal storage cooler);
  - c. the area for breastfeeding or pumping is located where a crying infant will not be disruptive to other employees;
  - d. accessible electrical outlets for electric breast pump use and a sink close by with a clean, safe water source for hand washing and rinsing out breast pump equipment; and
  - e. a comfortable chair and a table or desk is available for pumping;

Notes:

1. Districts that employ less than 50 employees are not subject to the requirements in (#3) if such requirements would impose an undue hardship by causing the District significant

difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the District's business.

2. Section 7 of the Fair Labor Standards Act (29 U.S.C. 207) states the following:
  - 2.1. An employer shall provide
    - 2.1.1. a reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth each time such employee has need to express the milk; and
    - 2.1.2. a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.
  - 2.2. An employer shall not be required to compensate an employee receiving reasonable break time under paragraph (1) for any work time spent for such purpose.
  - 2.3. An employer that employs less than 50 employees shall not be subject to the requirements of this subsection, if such requirements would impose an undue hardship by causing the employer significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the employers business.
  - 2.4. Nothing in this subsection shall preempt a State law that provides greater protections to employees than the protections provided for under this subsection

## REFERENCES

**State Reference:**

SDCL 25-5-35

**Policy Reference:**

USC Title 29 207(r) (2)

## Adoption History

FIRST READING 6/27/19

APPROVED 7/22/19

SECTION	<b>G</b>	TITLE	<b>PERSONNEL</b>	FILE	<b>GCBD-R</b>
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**EXTENDED LEAVES OF ABSENCE**

Administrative Regulations are contained in the Negotiated Agreement between Douglas School District 51-1 and the Douglas Education Association and in the Classified Employee Handbook.

**REFERENCES**

**State Reference:**

**Policy Reference:**

**Adoption History**

SECTION	G	TITLE	PERSONNEL	FILE	GCC
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**PROFESSIONAL STAFF RECRUITING**

The Board desires the ~~Superintendent~~ **District Administration** to develop and maintain a continuous recruitment program designed to attract and hold the best possible professional personnel in the District's schools.

It is the responsibility of the Superintendent, with the assistance of other district administrators, to determine the personnel needs of the District and the individual schools, and to locate suitable candidates to recommend for employment.

The search for good teachers and other professional employees will extend to a wide variety of educational institutions and geographical areas. It will take into consideration the diversified characteristics of the District and the need for a ~~bi-racial~~ **culturally diverse** staff and for teachers of various ~~cultural~~ backgrounds.

Recruitment procedures will not overlook the talents and potential of individuals already employed by the District. As vacancies occur, the Superintendent will provide that notices be distributed electronically throughout the District and/or posted on the District's employment website. Any present employee of the Board may apply for any position for which he/she has certification and meets other stated requirements

**REFERENCES**

**State Reference:**

**Policy Reference:**

Adoption History
FIRST READING 07/13/15
APPROVED 08/10/15
FIRST READING 04/26/21
APPROVED 05/10/21

SECTION	G	TITLE	PERSONNEL	FILE	GCC-R/ GCD-R
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## RECRUITMENT AND HIRING

To assure that this policy is properly carried out, the following regulations will be in effect.

1. Function supervisors will prepare vacancy notice information and submit this information to the ~~personnel manager~~ **Human Resources Department**. This information may include:
  - a. Level of vacancy
  - b. Type of job
  - c. Length of employment
  - d. Qualifications for job
  - e. Location of vacancy
  - f. Fringe benefits ~~(will not be put in notice)~~
  - g. Salary
  - h. Period of time receiving applications
2. The ~~personnel manager~~ **Human Resources Department** will send out vacancy notices to:
  - a. Classified positions – All vacancies will distributed electronically and/or posted on the District’s employment website. If necessary, job services and the newspaper will be utilized.
  - b. Certified positions – All vacancies will be distributed electronically and/or posted on the District’s employment website. If necessary, job services, the newspaper, and placement services of selected universities in the surrounding area will be utilized. Once a year, when vacancies for the next school year have been determined, electronic notices will be made available to state and national teacher organizations.
3. ~~The personnel office~~ **Human Resources Department** will direct applicants to the website for electronic application submission or paper application.
4. Applications will be received by the ~~personnel office~~ **Human Resources Department** through the online application process, supporting documentation, references, transcripts, and other pertinent data can be uploaded.
5. The ~~personnel office~~ **Human Resources Department** ~~or~~ **and** applicable administrator will screen the applications for objective minimum criteria and the qualifying applications will be forwarded to the function supervisors.
6. Substitutes will be placed in positions which are not filled within a reasonable timeframe.
7. Applications will be kept on active file by function for a period of six (6) months. The ~~personnel office~~ **Human Resources Department** will call candidates to check availability when necessary. Paper applications will be destroyed after one (1) year.
8. Recommendations for hiring will be forwarded to the ~~personnel office~~ **Human Resources**

**Department** along with the candidate's application, summary of references secured, interview summary, and blank copy of interview questions. No position will be offered to any candidate either verbally or in writing before consulting with the Superintendent, **designee**, or ~~personnel office~~. **Human Resources Department**.

9. The aforementioned information will be kept on file in the **Human Resources office**.

#### REFERENCES

**State Reference:**

**Policy Reference:**

#### Adoption History

BOARD APPROVED 5/10/2021

SECTION	G	TITLE	PERSONNEL	FILE	GCD
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**PROFESSIONAL STAFF HIRING**

The school board authorizes the Superintendent or **designee** to develop, implement, maintain and evaluate a system for recruiting and hiring qualified professional staff and for ensuring that supervisors who are part of the hiring process have the skills necessary for making selections. This system will postcede the staffing plan of the District, for the purpose of maintaining qualified personnel for the district programs

All professional staff members of the District will be appointed by the Board upon the recommendation of the Superintendent or designee. Should a person nominated ~~by the Superintendent~~ be rejected by the Board, it will be the Superintendent's **or designee's** duty to make another nomination.

The Superintendent or **designee** will assure that all persons nominated for employment meet state certification requirements and the qualifications established for the particular position.

Interviewing and selection procedures will assure that the principal or other administrator to be directly responsible for the work of the staff member has an opportunity to aid in his/her selection; however, the final recommendation to the Board will be made by the Superintendent **or designee**. No candidates will be hired without a personal interview.

All candidates will be considered on the basis of their merits, qualifications and the needs of the District. In each instance, the Superintendent and others playing a role in the selection will seek to hire the best qualified person for the job.

Upon approval by the Board, a teacher will receive a written contract to be signed by the teacher, Board president and school district business manager.

**The District may offer and, upon the signing of a contract by both parties, pay a signing bonus, moving expenses, or tuition reimbursement to a staff member employed in the District. The signing bonus, moving expenses, or tuition reimbursement may be paid either in one lump sum upon completion of the staff member's first year of employment in the District, or in installments over a period not to exceed three years from the date the staff member signed a contract of employment with the District, and upon the terms and conditions as may be mutually agreed upon by the School Board and the staff member. Any signing bonus, moving expenses, or tuition reimbursement authorized by the School Board is in addition to any amount payable under a negotiated contract. The School Board may negotiate any signing bonus, moving expenses, or tuition reimbursement payment with the staff member's designated collective bargaining representative.**

## REFERENCES

### **State Reference:**

SDCL 13-13-17

SDCL 13-42

SDCL 13-10-2

SDCL 13-43

ARSD 24:15

SDCL 3-3-1

### **Policy Reference:**

GBA

GCB

## Adoption History

FIRST READING 05/11/78

APPROVED 6/08/78

REVISED 02/13/80

REGULATIONS REVISED 08/25/92

FIRST READING - REVISIONS 10/23/95

APPROVED - REVISIONS 11/13/95

FIRST READING - REVISIONS 07/13/15

APPROVED - REVISIONS 08/10/15

SECTION	G	TITLE	PERSONNEL	FILE	GCDB
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## CRIMINAL BACKGROUND CHECKS

*Authorized Persons:* Individuals determined by the superintendent or designee to need access to or need to view criminal history record information in their official capacity with the District.

*Criminal History Record Information (CHRI):* A criminal history of an individual obtained through the South Dakota Division of Criminal Investigation (SDDCI) and/or the Federal Bureau of Investigation (FBI) using the individual's fingerprints. CHRI includes information on the arrest, detention, complaint, indictment or former criminal charge of an individual, as well as, the disposition of any charges. The FBI rules differ from the DCI rules regarding the disclosure of criminal history record information

*Criminal Justice Information Services (CJIS):* The FBI's Criminal Justice Information Services Division, or CJIS, provides a range of state-of-the-art tools and services to law enforcement, national security and intelligence community partners, and the general public. Its purpose is to equip law enforcement, national security, and intelligence community partners with the criminal justice information needed to protect the United States and the public. The CJIS Division was established in 1992 to serve as the focal point and central repository for criminal justice information services in the FBI. It is the largest division in the FBI.

*Local Agency Security Officer (LASO):* Liaison with SDDCI to ensure the agency is in compliance with security procedures. The LASO shall (1) maintain a list of users who have access to CHRI, (2) identify and maintain a list of persons who are authorized to use the approved hardware, software and firmware to access CHRI and ensure no unauthorized individuals have access to this technology, (3) identify and document how the equipment is connected to the state system, (4) ensure that personnel security screening procedures are being followed, (5) ensure that approved and appropriate security measures are in place and working as expected, (6) promptly notify the SDDCI of any security incidents, and (7) support any district security audits.

*Noncriminal Agency Coordinator (NAC):* Primary contact person for the District who serves as the liaison between the District and SD Division of Criminal Investigation, responsible for notifying SDDCI when a new employee starts or an employee leaves so SDDCI can keep CJIS Security training records current and such other duties as required.

*Point of Contact (POC):* District's contact person when SDDCI sends out Audit information, the contact person when an onsite Audit is scheduled

*Security Incident:* An act of violating an explicit or implied security policy regarding CHRI including, but not limited to (1) attempts (either failed or successful) to gain unauthorized access to a system or its data, (2) unwanted disruption or denial of service, (3) the unauthorized use of a system for the processing or storage of data, and (4) changes to system hardware, firmware or software characteristics without the district's knowledge, instruction or consent.

### Policy Statement

The District is committed to providing a safe learning and working environment. The District will require each person over eighteen years of age hired by the District or is employed by an entity which provides the District direct or indirect student services shall be required to submit to a criminal background investigation, by means of fingerprint checks by the Division of Criminal Investigation and the Federal Bureau of Investigation. The District and its employees, officers and agents will only obtain CHRI when authorized by law and will only use CHRI, or the personally identifiable information first obtained by the district in CHRI, for the purposes of determining whether a person should be employed by the District.

In accordance with law and to protect the District's students, criminal background checks on persons who are employed in the District or are employed by an entity which provides the District with student services shall be required. Examples of non-school entities which provide student services include but are not limited to food service and bus service contractors. The criminal background investigation shall be done by means of fingerprint checks by the Division of Criminal Investigation. If no disqualifying record is identified at the state level, the fingerprints shall be forwarded by the Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history records check. The District and District employees will comply with state and federal law, rules, procedures and policies regarding the receipt, use and dissemination of criminal history record information of any individual.

### Designations

1. The Superintendent, as the Agency Representative, is responsible for signing the SD Division of Criminal Investigation (SDDCI) User Agreement on behalf of the District.
2. The Superintendent shall be the District's Point of Contact (POC) and Noncriminal Agency Coordinator (NAC) to act as the primary contact person for the District, shall serve as the liaison between the District and SD Division of Criminal Investigation, and will fulfill all responsibilities of the POC/NAC, including but not limited to being the contact person when SDDCI sends out Audit information, shall be the contact person when an onsite Audit is scheduled, and responsible for notifying SDDCI when a new employee starts or an employee leaves so SDDCI can keep CJIS Security training records current.
3. The Superintendent is designated to be the Local Agency Security Officer (LASO) to act as liaison with SDDCI to ensure the agency is in compliance with security procedures. The LASO shall be knowledgeable in CHRI, policies and mandated rules and regulations, as well as, knowledge of IT security procedures. The LASO shall actively represent the District in all matters pertaining to information security, dissemination of information security alerts and other material within the District, and responsible for contacting SDDCI if there has been misuse of CHRI.

### Criminal Background Checks

1. Each person over eighteen years of age hired by the District or is employed by an entity which provides the District with student services shall be required to submit to a criminal background investigation.
2. The school district shall submit completed fingerprint cards to the Division of Criminal Investigation before the prospective new employee or volunteer enters into service.
3. If no disqualifying record is identified at the state level, the fingerprints shall be forwarded by the Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check.
4. The District shall pay any fees charged for the cost of fingerprinting or the criminal background investigation for any person whose employment with the District or status as a volunteer is subject to the requirements of this section.
5. Any person hired to officiate, judge, adjudicate, or referee a public event sponsored by a school district is not required to submit to a criminal background investigation.
6. Any person whose employment or status as a volunteer is subject to the requirements of this section may enter into service on a temporary basis pending receipt of results of the criminal background investigation. The District may, without liability, withdraw its offer of employment or terminate the temporary employment or status as a volunteer without notice if the report reveals a disqualifying record.
7. The criminal investigation required by this section with respect to a student teacher completing requirements for teacher certification shall be conducted by the District, and the District may rely upon the results of that investigation for employment of that person as an employee of the District. Results of a criminal background investigation conducted by another South Dakota public school district of a student teacher, hired by the District, may be relied upon by the District.
8. A District employee who is employed simultaneously with another school district is only required to obtain one criminal background investigation, if the background investigation was conducted less than five years before the person was first employed by the District.
9. The District shall run a background check on employees of contractors that provide the District with student services. Examples of contractors which provide student services include but are not limited to food service and bus service contractors. The contractor shall be responsible for the cost of the criminal background check.
10. No person may be employed by the District, either directly or by contract, and no person employed by a contract provider and who would have direct student responsibilities may provide direct student services, if the person has been convicted of a crime of violence (murder, manslaughter, rape, aggravated assault, riot, robbery, burglary in the first degree, arson, kidnapping, felony sexual contact, felony child abuse, or any other felony in the commission of which the perpetrator used force, or was armed with a dangerous weapon, or used any explosive or destructive device), sex crimes (including but are not limited to, rape, felony sexual contact with a minor under sixteen, sexual contact with a person incapable of consenting, possessing, manufacturing, or distributing child pornography, and sexual exploitation of a minor), or distribution of trafficking in controlled substances or distribution of marijuana.
  - a. The District may also refuse to employ a person who has been convicted of a crime

involving moral turpitude. "Moral turpitude" is defined "an act done contrary to justice, honesty, principle, or good morals, as well as, an act of baseness, vileness, or depravity in the private and social duties which a person owes to his fellow man or to society in general.

- b. The District may consider any criminal conviction in making a hiring decision. The District has the sole and absolute discretion to determine whether the results of a criminal background investigation disqualify a person from employment within the District.
  - c. For purposes of this policy, the term conviction means a plea or verdict of guilty or a conviction following a plea of nolo contendere (no contest) in this state or any other state.
11. The District's employment application form shall inform applicants that if no SD statutorily disqualifying conviction is identified at the state level the fingerprints will be forwarded by the SD Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check.
  12. The application form shall also inform applicants that if the applicant believes the criminal background result is incorrect or incomplete in any respect and the applicant wishes changes, corrections or updating of the alleged deficiency, the applicant should make application directly to the agency which contributed the questioned information or direct the applicant's challenge as to the accuracy or completeness of any entry on the applicant's record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D-2, 1000 Custer Hollow Road, Clarksburg, WV 26306.
  13. Should an applicant be disqualified from employment due to the results of a criminal background check, the District shall inform the applicant that the criminal background check results prohibit the District from employing the person. The District will not delay the employment hiring decision solely because the applicant seeks to correct his/her FBI criminal history record information (CHRI).
  14. . Before a person's conditional employment is terminated as a result of the person's CHRI, the District shall inform the person whose conditional employment is subject to termination that the criminal background report reveals a conviction which prohibits the District from employing the person, and inform the person of his/her right to appeal the accuracy or completeness of the CHRI to the SDDCI or FBI. Employees shall be afforded procedural due process consistent with their employment status (i.e., whether the person is an employee-at-will, a school-year employee, or a ten month or twelve month employee) should termination of conditional employment be a possibility following the District's receipt of the CHRI.
  15. All employees and other persons required to submit to a criminal background check pursuant to this policy must notify the District in writing if they are convicted of any offense of domestic violence, child abuse, sex offense, drug (including marijuana) or any felony offense. This notification must be made as soon as possible, but no later than five business days after the event.
  16. The District reserves the right to require any employee or volunteer to submit to additional criminal background checks at the District's expense. The District reserves the right to require any employee of an entity which provides the District with student services to submit to additional criminal background checks which shall be at the entity's or person's expense.
  17. As required by state law, SDCL 13-10-15, if, as the result of a criminal conviction the School

Board suspends an employee without pay, or an employee resigns, or an employee is terminated, the Superintendent shall within ten days of the date of the suspension or the date the employment is severed report the circumstances and the name of the employee to the South Dakota Department of Education.

### Training

The District will ensure that all employees who have access to CHRI shall be trained by SDDCI on the rules and responsibilities for the confidentiality, receipt, use and dissemination of the CHRI.

### Confidentiality

1. Before requesting CHRI on any individual, the District will give the individual written notification that his/her fingerprints will be used to obtain the CHRI of the individual, and the District will provide the individual a copy of the statement "Noncriminal Justice Applicant's Privacy Rights." Exhibit GCDBE(1).
2. Information received by the District pursuant to a criminal background check is confidential. Only authorized persons within the District may access, view or use CHRI. Authorized persons may not share or otherwise disclose information contained in CHRI to unauthorized persons unless explicitly allowed for in this procedure.
3. Unless otherwise allowed by law, the District will only use this information for the District's internal purposes in determining the suitability of an applicant, employee, or other worker on District property. The District will note in an employee's or applicant's personnel file that the background check was completed and if the person was disqualified by the CHRI for employment or assignment. The District will keep the CHRI in a separate file in a location that is only accessible to persons who need to know the information to carry out their responsibilities with the District.
4. Individuals that have access to CHRI will receive CJIS security training provided by SD DCI. Once the individual has completed the CJIS online training and has taken the test, each individual will receive and acknowledge in writing the receipt of the following: (1) User Rules of Behavior Acknowledgement form, (2) CHRI Disciplinary Policy, and (3) Acknowledgment Statement of Misuse. The District will keep a copy of the signed documents in each individual's personnel file.

### Access and Retention

1. The District may print or electronically share records when necessary to determine whether the person is authorized to work for the District. In those situations, the physical or electronic copy will be destroyed immediately after the decision is made.
2. If the District runs a background check on employees of a contractor that does business with the District, the District will not provide the CHRI to the contractor. Instead, the District will provide a clearance letter notifying the contractor whether the employee is cleared to provide services in the District.
3. The District will not disseminate CHRI across state lines.
4. Upon request the District will provide a copy of the SDDCI CHRI to the person who is the subject of the background check. The SDDCI CHRI will only be released to the individual

and not to relatives, spouses or friends. The District will note in the dissemination log that a copy was provided to the individual.

5. FBI rules prohibit the District from providing a copy of the FBI CHRI to the person who is the subject of the criminal background check.
6. The results of the background investigation done by the District shall be transferred to another South Dakota public school district if the other public school district, or current District employee, submits a written request to the District that the results be transferred to the other public school district. The District employee who was the subject of the criminal background investigation must sign a written release authorizing the transfer. The information will be sent by U.S. Mail or encrypted email.

### Recordkeeping

A Secondary Dissemination Log shall be maintained in which all authorized disseminations of FBI and State DCI criminal background check results are recorded. The following shall be recorded in the District's Secondary Dissemination Log:

1. Name of District;
2. Name of person subject to the criminal background check review;
3. Date of birth of person subject to the criminal background check review;
4. SD public school district requesting FBI and DCI criminal background check results and person/title requesting on behalf of the SD public school district;
5. Written request signed by person subject to the criminal background check review for a copy of the SDDCI criminal background check results, attached to the Secondary Dissemination Log; NOTE: FBI CHRI cannot be released to the person who is the subject of the criminal background check.
6. Date of release of criminal background check results;
7. Description of the record that was shared;
8. How the record was sent or received
9. Person to whom criminal background check results were disseminated;
10. Signature of District employee disseminating the criminal background check review pursuant to a valid request.

The Secondary Dissemination Log shall be maintained until the onsite audit is complete and the District receives from the SD Division of Criminal Investigation written notice of a successful Policy Compliance Review, unless the log is needed or required for other purposes.

### Security

The District will provide for the security of any CHRI received, including the appropriate administrative, technical and physical safeguards to provide for the security and confidentiality of the information. This includes, but is not limited to, the following:

1. The LASO shall maintain a list of school district authorized persons who have access to CHRI.
2. In those cases when the District has physical copies of CHRI, the District will restrict access

to authorized persons only. Physical copies of CHRI, if any, will be maintained in a controlled, secure environment, such as a locked cabinet in a room that is free from public or unauthorized access. The room or the locked cabinet will include an "Authorized Personnel Only" sign.

3. The District will not routinely maintain electronic copies of CHRI; however, in the rare instance where the District has electronic copies of CHRI, the District will restrict access to unauthorized persons only. Electronic data will be protected with encryption as designated by the state or federal government or will only be accessible by individual password. Computers, printers and monitors used to access CHRI must be situated to prevent unauthorized viewing of the information. CHRI cannot be accessed using computers available to the general public or personal devices. CHRI will not be stored on a server that is unprotected or accessible by an unauthorized entity.
4. CHRI will not be relocated, transmitted or transported outside a secure location unless encrypted according to FBI standards or transported in a locked container or in folders where the information is not visible to the public. A log must be kept if electronic information systems, such as a laptop, flash drive or CD with CHRI information on it, leaves a secured area.
5. . The District will dispose of records securely. Physical records will be cross-shredded or incinerated. If the District contracts out for record destruction, the destruction must be supervised. The District shall notify SDDCI of the entity with whom the District contracts for records destruction and must receive SDDCI approval to use the contractor for purposes of disposing of CHRI. Electronic records will be deleted and overwritten as required by the SDDCI or FBI.
6. The District will not provide auditors access to CHRI unless the auditor is authorized by the SDDCI or the FBI.

#### Security Incident Response Plan

All District employees will immediately report to the LASO information security incidents such as the theft or loss of physical records or the hacking or failure of electronic systems or suspicions that an incident has or will take place. The LASO will document receipt of all reports, investigate incidents and report incidents to SDDCI. LASO documentation will include (1) date of security incident, (2) location of security incident, (3) systems affected, (4) method of detection, (5) nature of security incident, (6) description of security incident, (7) actions taken/resolution, (8) current date, and (9) contact information for LASO.

#### Consequences

Employees who fail to keep background check results confidential or fail to follow this policy or any laws or rules regarding the access, receipt, use or dissemination of CHRI as required by law will be subject to disciplinary action up to and including termination. Unauthorized requests, receipts, release, interception, dissemination or discussion of CHRI may also result in criminal prosecution.

#### **REFERENCES**

**State Reference:**

SD Division of Criminal Investigation

SDCL 13-10-12

SDCL 13-10-13

SDCL 13-10-14

SDCL 13-10-15

SDCL 13-10-16

SDCL 22-1-2 (25)

SDCL 22-1-2 (9)

SDCL 22-24B-1

**Policy Reference:**

CFR Title 28 §16.34

CFR Title 28 §50.12

**Adoption History**

FIRST READING 08/14/17

APPROVED 08/28/17

FIRST READING - REVISION 6/27/19

APPROVED 7/22/19

SECTION	G	TITLE	PERSONNEL	FILE	GCF
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### HIRING RETIRED EMPLOYEES

The school board believes employing high quality personnel is the most effective way to provide students with a high quality education. As part of the District's efforts to employ highly qualified personnel, the District may employ retired individuals who receive benefits from the South Dakota Retirement System (SDRS).

If any retired individual seeking employment was most recently employed by the District, the following conditions shall be applied to the hiring process:

1. No formal or informal reemployment agreement of any kind shall exist between the District and any employee;
2. The District shall follow all retiree return-to-work procedures and time lines required by state and federal law; and
3. The District shall follow all policies and procedures governing the hiring of new employees.
4. Employee shall start at Step 0 on the certified salary schedule or Step 1 on the classified salary schedule, whichever is applicable.

### REFERENCES

**State Reference:**

~~SDCL 3-12-111.1~~  
~~SDCL 3-12-199~~  
~~SDCL 3-12-200~~  
~~SDCL 3-12-47 (70)~~  
~~SDCL 3-12-70~~  
~~SDCL 3-12-81.1~~  
~~SDCL 3-12-82~~  
~~SDCL 3-12-88~~  
~~SDCL 3-12-90~~  
 SDCL 3-12C-1113  
 SDCL 3-12C-1401  
 SDCL 3-12C-1403  
 SDCL 3-12C-1404  
 SDCL 3-12C-1405  
 SDCL 3-12C-1406

SDCL 3-12C-309

SDCL 3-12C-703

**Policy Reference:**

**Adoption History**

FIRST READING 06/08/15

APPROVED 06/22/15

SECTION	G	TITLE	PERSONNEL	FILE	GCJ
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**PROFESSIONAL STAFF TIME SCHEDULES**

See Negotiated Agreement, Article XIV – Teaching Day

**REFERENCES**

**State Reference:**

**Policy Reference:**

**Adoption History**

SECTION	G	TITLE	PERSONNEL	FILE	GCK
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### PROFESSIONAL STAFF WORK LOAD

Teachers will be expected to assume reasonable duties over and above their regular classroom teaching responsibilities; however, the administration will attempt to make equitable distribution of work among the staff. Activities and services which make minor demands on the teacher's time (include but not limited to student registration, curriculum work, attendance keeping and record-keeping, reporting to parents, supervision of students, and the request for, care of, and accounting for instructional materials) will be part of each teacher's assignment.

Extra responsibilities that make major demands on a teacher's time will be rewarded with extra compensation. Such jobs and the compensation therefore, will be in accordance with a schedule approved by the Board.

#### ATTENDANCE AT MEETINGS

Teachers are expected to attend faculty meetings, which are held in each building, unless they are excused, for valid reason, by the principal. General faculty meetings and other professional and in-service activities are considered part of the regular assignment of instructional personnel.

### REFERENCES

**State Reference:**

**Policy Reference:**

G PBB  
 NEGOTIATED AGREEMENT, APPENDIX B

### Adoption History

FIRST READING 06/08/15  
 APPROVED 06/22/15

SECTION	G	TITLE	PERSONNEL	FILE	GCL, GDL
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## PROFESSIONAL STAFF DEVELOPMENT OPPORTUNITIES

Continuing professional growth and increasing effectiveness on the part of the entire staff is essential for the success of educational programs and school operations. The continual professional growth of all staff members on an individual basis and through planned in-service programs will be encouraged. Such opportunities may include, within budgetary limitations, special in-service courses and workshops, summer study grants, school visitations, and attendance at professional conferences and meetings.

### In-Service Education

The Superintendent **or designee** will work with other school districts, local colleges and universities, and the Division of Elementary and Secondary Education to provide in-service education for teachers. The Board will encourage the development of in-service education by:

1. Conducting district-wide assessment of in-service education needs;
2. Ranking in-service education needs in relation to the District goals;
3. Developing criteria for effective in-service education activities;
4. Developing travel and professional leave policies in cooperation with teachers;
5. Developing a calendar that includes days for in-service education;
6. Developing cooperative relationships with agencies that provide in-service education;
7. Establishing an in-service education committee composed of teachers and administrators;
8. Identifying resources for in-service education;
9. Assessing the effectiveness of in-service education activities in relation to district goals.

The Superintendent **or designee** will have authority to approve released time for conferences and visitations, and reimbursement for expenses, provided such activities are within budget allocations.

The Board of Education authorizes the Superintendent **or designee** to develop, implement, maintain and evaluate, within the economic constraints of the school district, an on-going staff development program for both certified and classified personnel.

Inservice education is an ongoing activity to build skills of all school district personnel based on their needs in relation to job performance in existing programs. Further job training in job skills is encouraged and, at the discretion of the Board, permission may be granted for employees to attend workshops or conventions. When approval is granted, expenses incurred by the employee will be reimbursed in accordance with Board policy.

Since education of students depends on classified people as well as certified, it is only appropriate to have inservice education encompass all District employees.

#### REFERENCES

**State Reference:**

SDCL 13-26-4  
SDCL 13-26-4.1

**Policy Reference:**

#### Adoption History

Approved 08/17/78  
First Reading - Revised Regulations 09/22/97  
Approved - Revised Regulations 10/13/97  
First Reading – Revision 07/13/15  
Approved – Revision 08/10/15