

DOUGLAS SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA

Monday, April 22, 2024

**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/99779894190?pwd=WW5XOUUpvdUpIc2UvYkxVbmZKQ1o1dz09>

Meeting ID: 997 7989 4190

Passcode: 309523

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

{{Name: Agenda Item Name}}

1. Call Meeting To Order:
2. Pledge of Allegiance and Moment of Silence In Honor Of Fallen Soldiers And Active Duty Persons:
3. Recognition:
 - Administrative Professionals Day - April 24
 - Above & Beyond Awards
4. Review of Board Working Agreements:
 - We ask
 - We learn
 - We lead
- 5.
6. Public Forum:
7. Approval of Agenda:
8. Consent Agenda Items:
 - A. Approval of Regular Meeting Minutes for April 8, 2024.

- B. Approve Personnel Action
 - C. Approve the Purchases and Issuing of Accounts Payable.
 - D. Approve South Dakota High School Activities Association (SDHSAA) Annual Membership Resolution for school year 2024-25.
 - E. Approve the following resolution to join Equalis Group, a joint purchasing cooperative, in lieu of bid requirements according to SDCL 1-24-3.
 - F. Approve Conflict Disclosures and Waiver Authorizations Pursuant to SDCL 3-23-3
9. Items Removed From Consent Agenda
10. Elementary and Secondary Curriculum and Instruction Items:
11. Superintendent Items:
- A. District Logo and Branding Update
 - B. Mammoth Contract
12. Fiscal Resources Items:
- A. Make a matter of record that two (2) three-year positions for Board Member at Large have been filled:

Tanya Gray
Chris Misselt

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, 2024 to June 30, 2025 and the (2) Participation Agreement for July 1, 2024 to June 30, 2025. (Copy Attached)
13. Operational Support Services Items:
- A. Approve SECOND READING of Board Policies, Section J, JECB - JEG.
 - B. Hear INFORMATIONAL READING of REVISED or REVIEWED Policies IA- IGBB, Section I, Instruction.
 - C. Approve Revisions to Nurse Job Description.
14. Reports:

A. Superintendent:

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

15. Upcoming Calendar Events:

May 13 - BOE Meeting, 5:00 pm

May 13 - Senior Feathering Ceremony, 6:00 pm

May 19 - Senior Graduation, 2:00 pm

16. Executive Session

17. Action As A Result of Executive Session

18. Adjournment

SECTION	B	TITLE	Board Governance and Operations	FILE	BDDH
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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.

	Name & Address	Email & Phone #	Topic / Item #
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SECTION	B	TITLE	Board Governance and Operations	FILE	BDDH-E(2)
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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, April 8, 2024

The Douglas School District No. 51-1 Board of Education held a Regular meeting on Monday, April 8, 2024 at 5:00 PM in the library conference room at Vandenberg Elementary School, Box Elder, South Dakota. President Tanya Gray presided. Those present were:

Ben Frerichs: Present, Tanya Gray: Present, Amy McGovern: Present, Chris Misselt: Present, Tonya Welch: Present; Patrice Holmes: Associate Member, present; Jo Ann Mulholland: Associate Member, present.

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

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

Superintendent Kevin Case recognized staff for National Assistant Principal Week, Paraprofessional Day, and School Librarian Appreciation Day.

During Public Forum, Bus Driver Christina Campbell, representing bus drivers and bus aides, asked the Board to voluntarily recognize them as a collective bargaining unit.

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

Motion to approve the consent agenda Items 7A-E. This motion, made by Chris Misselt and seconded by Tonya Welch, Carried.

Approved Regular Board Meeting Minutes of March 25, 2024.

Approved Personnel Action for April 8, 2024. (Attachment)

Approved Accounts Payable Report for April 15 and Payroll Report for March 2024. (Attachments)

Acknowledged Board Report for Students Missing Birth Certificates.

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

Elementary and Secondary Curriculum and Instruction Items:

Motion to approve Cooperative Sponsorship of Soccer between Douglas and New Underwood starting in the Fall of 2024-25. This motion, made by Amy McGovern and seconded by Ben Frerichs, Carried.

Superintendent Items:

Motion for the Transportation Department to provide the district, in writing, the names and positions of all eligible employees they want to represent. This motion, made by Amy McGovern and seconded by Tonya Welch, Carried.

Operational Support Services Items:

Motion to Approve Second Reading of Policy IIBFA - Use of Artificial Intelligence Technology. This motion, made by Amy McGovern and seconded by Ben Frerichs, Carried.

Motion to Approve First Reading of Board Policies, Section J, JECB - JEG. This motion, made by Ben Frerichs and seconded by Tonya Welch, Carried.

- Revised Board Policy JECB - Admission of Non-Resident Students (Open Enrollment)
- Revised Board Policy JEDB - Student Dismissal Precautions
- Revised Board Policy JEE - Student Attendance Accounting
- Revised Board Policy Regulation JEE-R - Student Attendance Accounting
- Revised Board Policy JEF - Release Time for Religious Practice
- Reviewed Board Policy JEFA - Senior Privileges
- Revised Board Policy JEG - Exclusions and Exemptions from School Attendance

Motion to Approve Awarding High School Roof Replacement Bid Item #2357 to All American Roofing & Sales in the amount of \$1,033,679. This motion, made by Ben Frerichs and seconded by Amy McGovern, Carried.

Reports:

Superintendent Kevin Case met with area superintendents last week during spring break.

Committee Reports from Board members and Comments from Associate Board Members

Patrice Holmes expressed appreciation for support for Purple Up and the Month of the Military Child.

Tonya Welch reported on Booster Club activities. Senior scholarship applications are now available. Post-Prom is scheduled for April 20. Douglas received second place in a Highmark Spirit Card bonus incentive so have received almost \$500 since signing up for participation in the program. The next Booster Club meeting is April 15.

Jo Anne Mulholland also appreciated the support for our military students as it is important to the kids. Today was the Purple Carpet Rollout event on base.

Motion to move into executive session at 5:17 p.m. for Negotiations according to SDCL 1-25-2.4. This motion, made by Chris Misselt and seconded by Amy McGovern, Carried.

President Gray called the board out of Executive Session at 6:15 p.m.

No action taken.

Motion to adjourn the meeting at 6:15 p.m. This motion, made by Chris Misselt 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 4/8/2024****Employee Leave of Absence Requests**

Name	Building	Position	Effective Date
Audra Gerlach	Transportation	Bus Driver	2/7/2024 - 05/07/2024

Classified Service Factor Bonus

Name	Position/Years	Amount	Dates of Service
Amy Keester	BC Principal's Sec (15 Years)	\$1,097.70	3/30/09 - 3/30-24
Gina Stolicker	HS Spec. Ed. Aide (5 Years)	\$223.78	9/17/18 - 9/17/23

Certified Resignations/Terminations

Name	Position	Location	Effective Date
Colin Weinzirl	Kindergarten Teacher	FC	2023-2024

Classified Retirements

Name	Position	Location	Effective Date
Mark Blumhardt	Custodian	BC	5/22/2024

Classified Resignations/Terminations

Name	Position	Location	Effective Date
Amanda Awe	Newspaper	DMS	3/29/2024
Colin Weinzirl	Head Football Coach	DMS	5/23/2024

Classified Voluntary Transfer Request

Name	From Bldg / Position / Hrs / Wage	To Bldg / Position / Hrs / Wage	Effective Date
Lisa Olson	Carr/Instructional Aide	Carr/Bridge Program	2024-2025

Certified Staff Hiring

Name	Location / Position	Wage	Effective Date
Janee Leigh	Reading Teacher/MS	\$59,375.00	2024-2025

Temporary Hires

Name	Position	Salary	Effective Date
George Johnson	HS Asst Football Coach	\$4,336.00	2024-2025

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

Board Report - For School Board 04/15/2024

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
A & B WELDING SUPPLY COMPANY INC.	183872		1,170.42
A TO Z SHREDDING	183873		381.76
AMAZON.COM	183874		10,748.66
AMICK SOUND INC	183875		200.29
AQUA CHEM	183876		675.00
ASCD	183907		9.61
BERS WINDY FLATS RUBBLE SITE	183877		210.00
BES LIGHTING	183907		13.70
BEST WESTERN PLUS RAMKOTA HOTEL	183878		209.98
CAROLINA BIOLOGICAL SUPPLY COMPANY	183879		50.76
CARQUEST AUTO PARTS	183880		403.75
CASE, KEVIN	183881		2,210.61
CENTURYLINK	183883		457.85
CHRIS SUPPLY, INC.	183907		5.85
DENNIS SUPPLY-RC	183885		559.10
EVERGREEN OFFICE PRODUCTS	183886		809.10
FIDUCIARY ACCOUNT	183887		1,144.75
FITNESS PLUS EQUIPMENT SERVICES, INC.	183907		47.73
FRESHMAN ACADEMY, THE	183907		1,125.00
GOODWILL OF THE GREAT PLAINS	183907		7.00
GOPHER SPORT	183888		635.44
GRAINGER, INC	183889		1,402.65
GREAT WESTERN TIRE COMPANY	183890		59.90
GUY BROWN.EDIVERSITYNETWORK.COM	183907		21.20
HILLYARD INC	183891		771.45
HOBBY LOBBY CREATIVE CENTER	183907		55.28
HYATT REGENCY	183907		2,295.78
JOSTENS INC	183892		49.82
KIEFFER SANITATION, INC.-AUTO PAY	159		2,701.03
KULLY SUPPLY	183907		237.25
MAGNATAG VISIBLE SYSTEMS	183907		1,655.23
MG OIL COMPANY, INC.	183893		9,856.16
RABE ELEVATOR	183894		341.01
RAPID CITY JOURNAL	183895		109.68
RIDDELL / ALL AMERICAN SPORTS CORP	183896		2,454.90

Board Report - For School Board 04/15/2024

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
RIVERSIDE TECHNOLOGIES INC	183897		4,000.00
ROSS, WENDY	183898		190.74
RSP & ASSOCIATES LLC	183899		6,000.00
RUSHMORE PLAZA HOLIDAY INN	183900		42.00
SANFORD HEALTH OCCMED	183901		804.00
TIME RENTAL	183903		88.49
TIMMONS MARKET	183904		125.41
US BANK	183907		2,004.25
USES KNIFE, MARGIE	183905		80.00
VANWAY TROPHY & AWARD, INC.	183906		517.60
WEDDING AND PORTRAIT PHOTOGRAPHY	183907		661.02
WEST RIVER ELECTRIC-AUTOPAY	160		1,968.54
ZORO.COM	183907		196.47
GENERAL FUND			<u>59,766.22</u>
AMAZON.COM	183874		18.99
CENTURY BUSINESS	183882		9,154.67
CO-OP ARCHITECTURE	183884		35,250.00
CAPITAL OUTLAY			<u>44,423.66</u>
AMAZON.COM	183874		54.98
COUNCIL FOR EXCEPTIONAL CHILDREN	183907		305.00
COUNCIL OF ADMINISTRATORS OF SPECIAL	183907		350.00
FIDUCIARY ACCOUNT	183887		6,193.29
SPECIAL ED			<u>6,903.27</u>
CANDY NATION LLC	183907		1,467.30
CANVA PTY. LTD	183907		239.99
DAYS INN--RAPID CITY	183907		1,386.11
GUNTER HOTEL, THE	183907		1,881.43
HILTON PALACIO DEL RIO	183907		1,976.56
LOVES TRAVEL STOP	183907		163.20
PIZZA HUT- BOX ELDER	183907		514.56
SCHMIDT, STACEY	183902		32.08
UNITED AIR LINES	183907		928.12
US BANK	183907		74.39
GRANTS			<u>8,663.74</u>

Board Report - For School Board 04/15/2024

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
SUB TOTAL FUNDS 10, 21,22,66			<u>121,098.68</u>
ALSCO	12385		149.48
CASH-WA DISTRIBUTING COMPANY, INC.	12386		7,404.97
COCA-COLA BOTTLING CO HIGH COUNTRY	12387		413.00
DAKOTA WAREHOUSE	12388		114.00
PAN-O-GOLD BAKING COMPANY, INC.	12389		315.88
PIZZA HUT- BOX ELDER	12390		408.50
PRAIRIE FARMS	12391		2,226.67
REGAN, JOSEPH	12392		27.35
REINHART FOOD SERVICE LLC	12393		16,361.21
WEBSTAIRANT STORE	183907		1,341.79
FOOD SERVICE			<u>28,762.85</u>
Grand Total:			<u>148,519.74</u>

PAYROLL EXPENDITURES

MARCH 7 2024

MARCH 21 2024

TOTALS

\$1,169,789.53

\$1,189,451.27

DOUGLAS SCHOOL DISTRICT

PERSONNEL ACTION 4/22/2024

Certified Teaching Contract Amendments

Name	From Bldg / Position / Hrs / Wage	To Bldg / Position / Hrs / Wage	Effective Date
Janee Leigh	MS/Reading Teacher	MS/8th ELA Teacher	2024-2025

Employee Leave of Absence Requests

Name	Building	Position	Effective Date
Rebekah Varilek	BC	PE Teacher	07/20/2024

Certified Professional Growth Plans

Name	Building	Position	Effective Date
John Keen	HS	HS Social Studies	3/29/2024
Megan Steiger	DMS	Special Education	4/17/2024
Amber Taylor	DMS	7th Social Studies	4/12/2024

Certified Resignations/Terminations

Name	Position	Location	Effective Date
Kayla Heidepriem	8th Science Teacher	MS	2024-2025

Classified Resignations/Terminations

Name	Position	Location	Effective Date
Debra O'Neal	Lunchroom Aide	VES	3/13/2024
Alexia King	Instructional Aide	Carr	04/12/2024
Arlen Barber	Custodian/Nights	MS	4/26/2024
Daulton Connor	Custodian/Nights	BC	04/10/2024
Danielle Hirvela	8th Asst Boys BB Coach	DMS	2023/2024
Jeff Wilson	Asst. Wrestling Coach	HS	2023/2024
Lee Kruse	8th Head Girls Basketball	DMS	2023/2024

Certified Voluntary Transfer Request

Name	From Bldg/Position	To Bldg/Position	Effective Date	
Tori Nielsen	MS/ Sped Teacher	Sped Evaluator	2024-2025	Assignment
Megan Steiger	MS/ Sped Teacher	Sped Evaluator	2024-2025	Assignment
Krystle Fox	BC/ Sped Teacher	Sped Evaluator	2024-2025	Assignment
Amanda Awe	DMS/ ELA Teacher	DHS/ ELA Teacher	2024-2025	Transfer

Certified Staff Hiring

Name	Location / Position	Wage	Effective Date
Gracie Chase	MS/Special Education Teacher	\$52,875.00	2024-2025
Cassidy Hop	BC/Special Education Teacher	\$52,875.00	2024-2025
Nicole Simmons	MS/Reading Teacher	\$53,625.00	2024-2025
Reece Hall	MS/Special Education Teacher	\$63,625.00	2024-2025
Heather Vaillancourt	Instructional Leader	\$66,625.00	2024-2025
Shannon Keller	HS/Special Education Teacher	\$57,875.00	2024-2025

Classified Staff Hiring				
	Name	Location / Position	Wage	Effective Date
	Princess Thomas	VES/Lunchroom Aide	\$14.70	04/18/2024
Temporary Hires				
	Name	Position	Salary	Effective Date
	Tonia Vahlberg	Summer School Teacher	\$3,743.40 Summer school salary	June 1, 2024 - June 30, 2024
	Tiffany Thomas	Summer School Teacher	\$3,743.40 Summer school salary	June 1, 2024 - June 30, 2024
	Tamara Merrill	Summer School Teacher	\$3,743.40 Summer school salary	June 1, 2024 - June 30, 2024
	Shannon Utter	Summer School Teacher	\$3,743.40 Summer school salary	June 1, 2024 - June 30, 2024
	Samantha Caillier	Summer School Teacher	\$3,743.40 Summer school salary	June 1, 2024 - June 30, 2024
	Rachel Quimby	Summer School Teacher	\$3,743.40 Summer school salary	June 1, 2024 - June 30, 2024
	Lori Ashley	Summer School Teacher	\$3,743.40 Summer school salary	June 1, 2024 - June 30, 2024
	Krystle Summers	Summer School Teacher	\$3,743.40 Summer school salary	June 1, 2024 - June 30, 2024
	Kirsten Burriss	Summer School Teacher	\$3,743.40 Summer school salary	June 3, 2024 - June 27, 2024
	Heidi Roberts	Summer School Teacher	\$3,743.40 Summer school salary	June 3, 2024 - June 27, 2025
	Hayley Blank	Summer School Teacher	\$3,743.40 Summer school salary	June 3, 2024 - June 27, 2026
	Cathleen Denekamp	Summer School Teacher	\$3,743.40 Summer school salary	June 3, 2024 - June 27, 2027
	Bridget Bolinger	Summer School Teacher	\$3,743.40 Summer school salary	June 3, 2024 - June 27, 2028
	Adam Pilgrim	Summer School Teacher	\$3,743.40 Summer school salary	June 3, 2024 - June 27, 2029
	Aarika Blair	Summer School Teacher	\$3,743.40 Summer school salary	June 3, 2024 - June 27, 2030
	Melissa Triplet	Summer School Secretary	\$17.90 per hour	June 3, 2024 - June 27, 2031
	Bridget Koehler	Summer School Secretary	\$17.90 per hour	June 3, 2024 - June 27, 2032
	Tabitha Finney	Summer School Para	\$18.50 per hour	June 3, 2024 - June 27, 2033
	Allyson corbin	Summer School Para	\$18.50 per hour	June 3, 2024 - June 27, 2034
	Andrea Murphy	Summer School Para	\$18.50 per hour	June 3, 2024 - June 27, 2035
	Brenda Mackie	Summer School Para	\$18.50 per hour	June 3, 2024 - June 27, 2036
	Dawn Beltran	Summer School Para	\$18.50 per hour	June 3, 2024 - June 27, 2037
	Elizabeth Spears	Summer School Para	\$18.50 per hour	June 3, 2024 - June 27, 2038
	Gin Stolicker	Summer School Para	\$18.50 per hour	June 3, 2024 - June 27, 2039
	Kaylee Knudson	Summer School Para	\$18.50 per hour	June 3, 2024 - June 27, 2040

	Kayse Emeline	Summer School Para	\$18.50 per hour	June 3, 2024 - June 27, 2041	
	Luann Schock	Summer School Para	\$18.50 per hour	June 3, 2024 - June 27, 2042	
	Marla Ulrich	Summer School Para	\$18.50 per hour	June 3, 2024 - June 27, 2043	
	Robert Rath	Summer School Para	\$18.50 per hour	June 3, 2024 - June 27, 2045	
	Stepahnie Oakley	Summer School Para	\$18.50 per hour	June 3, 2024 - June 27, 2046	
	Michelle Brown	Summer School Para	\$18.50 per hour	June 3, 2024 - June 27, 2047	
	Monica Knapp	Summer School Para	\$18.50 per hour	June 3, 2024 - June 27, 2048	
	Isabelle Johnson	Activity Worker	\$15.00	4/15/2024	
**	Personnel Action additions and updates made after initial publication and before scheduled school board meeting.				

Board Report - For School Board 04/30/2024

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
AED SUPERSTORE	183908		904.14
AMAZON.COM	183909		1,708.54
ASCD	183907		9.61
BES LIGHTING	183907		13.70
BOX ELDER HARDWARE	183911		423.28
CHRIS SUPPLY, INC.	183907		5.85
CRESCENT ELECTRIC	183913		200.00
FENWORKS, INC.	183914		1,200.00
FITNESS PLUS EQUIPMENT SERVICES, INC.	183907		47.73
FOOD SERVICE	183916		35.99
FRESHMAN ACADEMY, THE	183907		1,125.00
GOODWILL OF THE GREAT PLAINS	183907		7.00
GUY BROWN.EDIVERSITYNETWORK.COM	183907		21.20
HILLYARD INC	183917		743.89
HOBBY LOBBY CREATIVE CENTER	183907		55.28
HYATT REGENCY	183907		2,295.78
INNOVATIVE OFFICE SOLUTIONS	183918		383.55
INSTRUMENTALIST AWARDS LLC	183919		1,228.11
JW PEPPER & SONS, INC.	183920		388.02
KULLY SUPPLY	183907		237.25
LEADERSHIP MATTERS LLC	183921		9,439.92
MAGNATAG VISIBLE SYSTEMS	183907		1,655.23
MIDWEST CONNECT	183923		144.00
RAPID CITY JOURNAL LEE ADVERTISING	183924		783.68
RIVERSIDE TECHNOLOGIES INC	183925		1,400.00
SAM'S CLUB	161		(920.08)
SOUTH DAKOTA ONE CALL	183927		32.55
TIE	183929		2,575.00
TRANE US INC	183931		1,183.60
US BANK	183907		2,004.25
VERIZON WIRELESS	183933		392.58
WAL-MART STORES INC	161		356.56
WEDDING AND PORTRAIT PHOTOGRAPHY	183907		661.02
YANKTON HIGH SCHOOL	183934		150.00
ZORO.COM	183907		196.47

Board Report - For School Board 04/30/2024

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
GENERAL FUND			31,088.70
FOLLETT CONTENT SOLUTIONS, INC	183915		3,145.98
LEAMAN, KRISTI	183922		13.21
CAPITAL OUTLAY			3,159.19
BLACK HILLS BEHAVIOR (dba) IMPACT LEARNING	183910		5,250.00
CHILDREN'S CARE HOSPITAL & SCHOOL	183912		5,440.00
COUNCIL FOR EXCEPTIONAL CHILDREN	183907		305.00
COUNCIL OF ADMINISTRATORS OF SPECIAL	183907		350.00
TIMMONS MARKET	183930		27.06
USD CENTER FOR DISABILITIES	183932		150.00
WAL-MART STORES INC	161		227.18
SPECIAL ED			11,749.24
AMAZON.COM	183909		220.33
CANDY NATION LLC	183907		1,467.30
CANVA PTY. LTD	183907		239.99
DAYS INN--RAPID CITY	183907		1,386.11
GUNTER HOTEL, THE	183907		1,881.43
HILTON PALACIO DEL RIO	183907		1,976.56
LOVES TRAVEL STOP	183907		163.20
PIZZA HUT- BOX ELDER	183907		514.56
ROBERT SHARP & ASSOCIATES	183926		258.00
UNITED AIR LINES	183907		928.12
US BANK	183907		74.39
GRANTS			9,109.99
SAM'S CLUB	161		600.91
WAL-MART STORES INC	161		33.62
ALSCO	12394		149.48
AMAZON.COM	12395		142.86
CASH-WA DISTRIBUTING COMPANY, INC.	12396		5,924.64
COCA-COLA BOTTLING CO HIGH COUNTRY	12397		481.50
FIDUCIARY ACCOUNT	12399		185.00
GENERAL FUND	12400		48,093.73
PAN-O-GOLD BAKING COMPANY, INC.	12401		900.54
PIZZA HUT- BOX ELDER	12402		342.00
PRAIRIE FARMS	12403		4,148.27
REINHART FOOD SERVICE LLC	12404		5,242.18

Board Report - For School Board**04/30/2024**

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
PRAIRIE FARMS	12403		4,148.27
REINHART FOOD SERVICE LLC	12404		5,242.18
WEBSTAIRANT STORE	183907		1,341.79
FOOD SERVICE			66,951.99
Grand Total:			122,059.11



South Dakota High School Activities Association
P.O. Box 1217 ❖ Pierre, SD 57501
Phone (605) 224-9261 FAX: (605) 224-9262

SCHOOL BOARD RESOLUTION

Authorizing Membership in the South Dakota High School Activities Association

By resolution, the School Board of:

(Name of School District or School)

has authorized membership in the South Dakota High School Activities Association for the high school(s) under its jurisdiction as hereinafter listed:

This is to be for the period which begins July 1, 2024 and ends on June, 30, 2025 with the supervision, control, and regulation of any and all high school interscholastic activities being delegated to said Association.

In addition, the above-mentioned School Board has ratified the Constitution, By-Laws, and rules of the South Dakota High School Activities Association as of July 1, 2024 and agrees to conduct its activities programs within the framework of these instruments.

Date of Resolution

President of Board

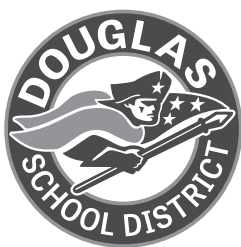
Superintendent of Schools

Due By:

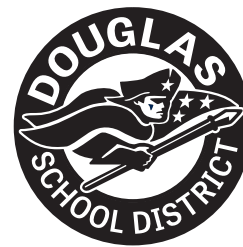
July 15, 2024



VERTICAL



VERTICAL - Grayscale



VERTICAL - 100K



HORIZONTAL



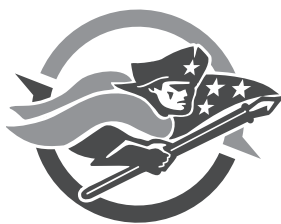
HORIZONTAL - Grayscale



HORIZONTAL - 100K



PATRIOT MASCOT



PATRIOT MASCOT - Grayscale



PATRIOT MASCOT - B/W

TAGLINE:

Learners Today. Leaders Tomorrow



HORIZONTAL w/ tagline



VERTICAL w/ tagline

COLORS:



Pantone 655 C

C=100 M=89 Y=36 K= 37

R=0 G=37 B=84

HEX: #002554



Pantone 485 C

C=6 M=99 Y=100 K= 1

R=224 G=30 B=19

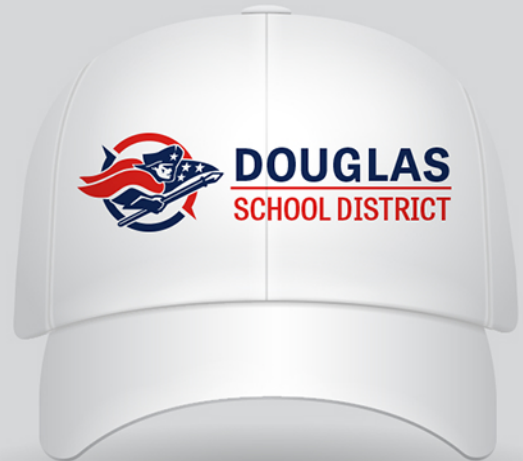
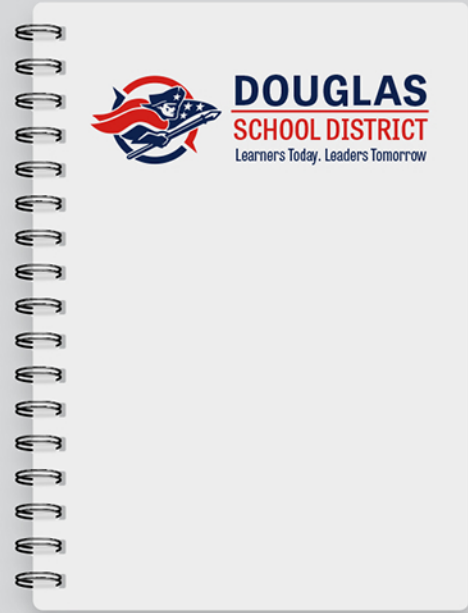
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FONTS:

Tablet Gothic SemiBold

Tablet Gothic Bold

Tablet Gothic Condensed SemiBold







VERTICAL



VERTICAL - Grayscale



VERTICAL - 100K



HORIZONTAL



HORIZONTAL - Grayscale



HORIZONTAL - 100K



PATRIOT MASCOT



PATRIOT MASCOT - Grayscale



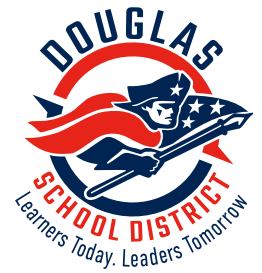
PATRIOT MASCOT - B/W

TAGLINE:

Learners Today. Leaders Tomorrow



HORIZONTAL w/ tagline



VERTICAL w/ tagline

COLORS:



Pantone 655 C

C=100 M=89 Y=36 K= 37

R=0 G=37 B=84

HEX: #002554



Pantone 485 C

C=6 M=99 Y=100 K= 1

R=224 G=30 B=19

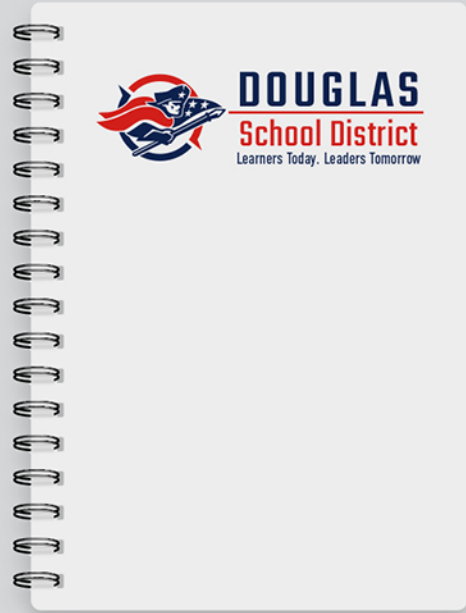
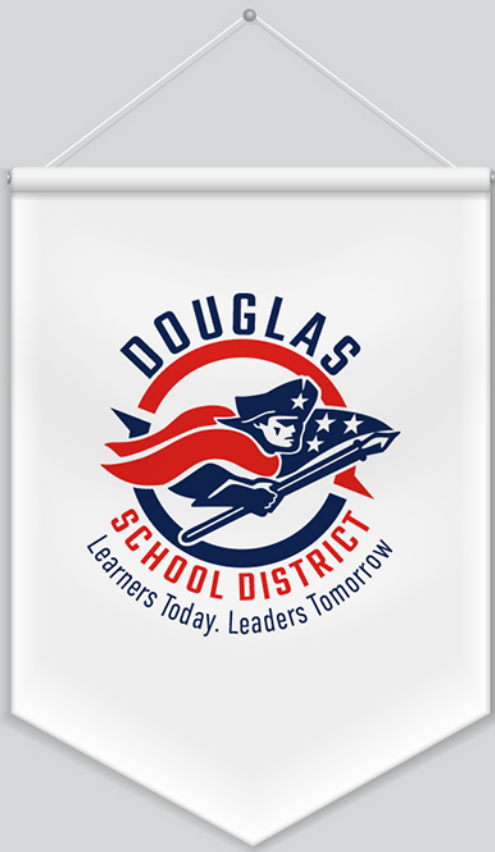
HEX: #e01e13

FONTS:

Teko - Regular

Teko - Medium

DIN Condensed Light - Light





MAMMOTH

This Agreement made as of the 22nd day of April 2024 between Douglas School District (“Owner”), with a principal place of business at 400 Patriot Drive, Box Elder, SD 57719 and Mammoth Sports Construction, LLC (“Contractor”), a Kansas limited liability company with a principal place of business at 601 E. Wyandotte Street Meriden, Kansas 66512, for track and football field improvements at Douglas High School as further described herein (“the Project”).

Article 1. Date of Commencement and Substantial Completion

- 1.1. Contractor shall commence Work on or before June 1, 2024, based upon the availability of Owner’s facilities. It is anticipated that all Work under this Agreement will be substantially complete on or before September 13, 2024, subject to any changes occurring under the terms and conditions of this Agreement.
- 1.2. If the Contractor is delayed at any time in the commencement or progress of the Contract Work by any cause beyond the control of the Contractor, the Contractor shall be entitled to an equitable extension of time to complete the Work. Examples of causes beyond the control of the Contractor include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professionals or Others; (b) Changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the work; (c) delay authorized by Owner pending dispute resolution or suspension by Owner; (d) delay in receiving authority and/or approval from governmental agencies necessary for the Project, including permitting; (e) transportation delays not reasonably foreseeable; (f) unavoidable accidents or circumstances; (g) adverse weather conditions, and (h) force majeure events.

Article 2. General Provisions

- 2.1. The Parties hereby agree and stipulate that the transaction described in this Agreement is an Equalis Group Cooperative Project. Therefore, the following document is incorporated into this Agreement and made a part hereof as if more fully set forth herein; Mammoth Sports Construction & Equalis Group Publicly Procured Master Agreement Contract #COG-2138A. In the event of a conflict between this Agreement and that Master Agreement Contract, this Agreement will prevail.
- 2.2. This Agreement may be amended only by written instrument signed by both the Owner and Contractor. In the event of conflict in the terms and conditions contained in the Contract Documents, this Agreement shall take precedence over terms and conditions contained in any other contract documents for the Work.



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- 2.3. The term “Contract Documents” means this Agreement, including the attached Exhibit A Scope of the Work & Clarifications, and any other documents incorporated into this Agreement by further written agreement of Owner and Contractor.
- 2.4. The term “Work” means all construction services required by, intended by, and included in the Agreement, whether completed or partially completed, and includes all other labor, materials, equipment, parts, supplies, skills, supervision, transportation, services, and other facilities and things necessary, proper, or incidental for the Contractor to carry out and complete its obligations under the terms of the Agreement. The Scope of Work for the Contractor is set forth in Section 6. For the purposes of this Agreement, Site Excavation shall mean the removal of all materials necessary for Base Construction to commence on the Project. For the purposes of this Agreement, Base Construction shall mean work necessary for earth excavation, placement of aggregate and/or drainage systems to prepare the worksite for installation of synthetic turf and a new track. For the purpose of this Agreement, Demolition shall mean the process of removing the existing track for the preparation of Base Construction.

Article 3. Owner

- 3.1. If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.
- 3.2. If the Contractor fails to correct Work which is not in accordance with the Agreement, the Owner may direct the Contractor, in writing, to stop the Work until the correction is made.
- 3.3. If the Contractor fails to carry out the Work in accordance with this Agreement, after a seven (7) business day period from receipt of written notice from Owner to commence or continue correction of such failure with diligence and promptness, the Owner may, without prejudice to the other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due to Contractor.

Article 4. Contractor

- 4.1. Execution of the Agreement by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.



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- 4.2. Before commencing activities, the Contractor shall:
- (1) Take field measurements and verify field conditions;
 - (2) Compare such measurements and field conditions and other information known to the Contractor; and
 - (3) Promptly report errors, inconsistencies or omissions discovered to the Owner.
- 4.3. The Contractor shall provide and pay for labor, materials, equipment, tools, transportation and other facilities and services necessary for proper execution and completion of the Work.
- 4.4. The Contractor shall perform the Work in accordance with the Contract Documents in a good and workmanlike manner and in an expeditious and economical manner consistent with the interest of the Owner; shall exercise the best degree of care, skill, and diligence in the performance of the Work and in accordance with and consistent with industry standards for similar projects; shall utilize its best skill, effort, and judgment in diligently performing the Work. Workmanship shall be of a quality to produce satisfactory results. This shall include, but not be limited to meaning, that all materials shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform, and joining of materials shall be flush and level, unless otherwise directed by the Owner or the Contract Documents. The Contractor warrants and represents that it has adequate resources to carry out the Work in a timely manner and as contemplated by the Contract Documents. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating of the Work.
- 4.5. The Contractor shall enforce strict discipline and good order among Contractor's employees, the employees of any approved subcontractor, and any other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 4.6. The Contractor warrants to the Owner that (1) materials and equipment will be of new and good quality; (2) the Work will be free from defects not inherent in the quality required/permitted; and (3) the Work will conform with this Agreement.
- 4.7. The Contractor shall confine operations at the site to areas permitted by the Owner and ensure best efforts to protect property of the Owner adjacent to the Project.
- 4.8. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall



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remove its tools, construction equipment, machinery, surplus material, and shall promptly dispose of waste materials.

- 4.9. The Contractor shall provide and pay for labor, materials, equipment, tools, utilities transportation, and other facilities and services necessary for proper execution and completion of the Work. The Contract Sum includes the cost for all of the above and foregoing, unless otherwise specified in the Contract Documents.
- 4.10. The Contract Sum within this Agreement is based upon the pricing of fuel (gasoline and/or diesel) and materials required for the Project, as of the date of Contractor's proposal to Owner for the Project. In the event such fuel or material prices increase by fifty percent (50.0%) or more during the Project, the Contractor reserves the right to charge Owner additional fuel and/or material costs based on the tender price by Contractor's supplier, or alternatively Owner and Contractor may agree to deduct any such additional costs from Owner's construction contingency for the Project.
- 4.11. The Contractor will abide by all applicable policies, rules, and regulations of the Owner with respect to conduct, including smoking, access to the Project, parking of vehicles, tree preservation, and entry to any adjacent facilities that are owned by the Owner.
- 4.12. Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project, including, without limitations, lavatories, toilets, entrance, and parking areas other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules, regulations promulgated by the Owner in connection with the use and occupancy of the Project and the building, policies, and procedures, as amended from time to time.
- 4.13. The Contractor shall pay sales, consumer, use and similar taxes that are legally required. If the Project is exempt from local and/or state sales and use taxes, the Owner shall provide to Contractor a Sales Tax-Exempt Certificate. The Contractor shall take all appropriate action to obtain such exemptions or refunds of taxes paid and shall not charge the Owner for any such taxes. The Contractor shall pay all applicable sales and use taxes required to be paid in performing the Work, and such payments shall be included in the Costs of the Work. The Contractor shall furnish such data as may be necessary to enable the Owner to obtain any refunds of such taxes that may be available under the laws, ordinances, rules or regulations applicable to such taxes. The Contractor shall require each of its Subcontractors comply with the preceding tax requirements and to maintain such records and furnish Contractor with such data as may be necessary to



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obtain refunds to the taxes paid by such subcontractors. The Contractor shall comply with laws applicable to the Work and in connections with this Agreement and shall comply with and give notice required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

- 4.14. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents. Contractor shall schedule and perform the Work in a manner that does not compromise the safety to the students, customers, and visitors, and does not unreasonably disrupt or interfere with the continuing normal routine of the Owner.
- 4.15. Contractor shall be responsible and accountable for occupational health, safety and environmental matters related to the performance of the Work including but not limited to, (i) safety of Contractor's Personnel, Subcontractor's Personnel, invitees, and any other person and all property affected by the performance of the Work, and (ii) the provision of measures to prevent contamination of the environment whether air, ground, water, flora or fauna, as a result of the performance of the Work. Contractor shall monitor and make reasonable efforts to ensure that all hazardous chemicals, materials, wastes or goods utilized or created in the performance of the Work, are transported, stored used or disposed of in accordance with good industry and environmental practice and all applicable laws.
- 4.16. The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.



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- 4.17. To the fullest extent permitted by law, the Owner shall indemnify, defend and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 4.16 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the intentional acts or gross negligence of the party seeking indemnity.
- 4.18. If, without gross negligence on the part of the Contractor, the Contractor is required to take action either before, during or after the Project, and/or held liable, by a governmental agency for the identification, testing, remediation, abatement, mitigation, removal or relocation of hazardous material(s) or substance(s) which exist upon or within Owner's property, or result from Contractor performing the Work as required by the Contract Documents, the Owner shall reimburse to the Contractor all cost and expense thereby incurred by the Contractor to complete such action, and any such cost and expense shall be paid in addition to the Contract Sum stated in Article 6.
- 4.19. To the fullest extent permitted by law, the Contractor assumes liability for, and agrees to defend, indemnify, protect, and hold harmless the Owner, its Successors, Assigns, Affiliates, Trustees, Officers, Contractors, Employees, and Agents (All of the prior parties individually and collectively, the "Owner's related parties"), from and against, all liabilities, obligations, fines, demands, judgments, losses, damages, penalties, claims, actions, suits, costs, expenses, and disbursements (including court costs and reasonable attorneys' fees) of every kind or character (A) arising from any breach, violation or non-performance of any term, provision, covenant, agreement, or condition of this the Contract Documents; (B) recovered from or asserted against any of the Owner's related parties on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of or be caused, either approximately or remotely, wholly or in parts, by any act, omission, negligence or misconduct on the part of the Contractor or any of its agents, servants, employees, contractors, or invitees or of any other person while on the Owner's property under or with the express or implied invitation or permission of the Contractor; (C) suffered by, recovered from or asserted against any of the Owner's related parties by the contractor's employees, agents, servants, contractors or invitees. Such indemnification of any of the Owner's related parties by the Contractor shall be effective unless such damage results from the negligence or misconduct of the Owner or any of its duly authorized agents or employees.



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This indemnification requirement survives expiration or earlier termination of this Agreement and the Contract Documents.

- 4.20. To the fullest extent permitted by law, the Contractor and Owner shall indemnify, defend, and protect each other and any related parties from any claims involving infringements or patents and/or copyrights. Nothing contained in this Agreement, or any Contract Document shall constitute a waiver of or operate to waive or abrogate any immunities to which the owner is entitled by law.

Article 5. Changes in the Work

- 5.1. The Owner may order changes in the Work consisting of additions, substitutions, deletions, or other revisions. The Contract Sum and applicable time periods to complete the Work shall be adjusted accordingly in writing, as a result of any such Change Orders. Such orders shall be in writing and shall be binding on the Owner and the Contractor. The Contractor shall carry out such orders promptly.
- 5.2. Substitutions will be permitted in accordance with the following guidelines:
- a. Where a definite material is specified, it is not the intent to discriminate against any “approved equal” product of another manufacturer. It is the intent to set a definite standard.
 - b. Open competition is expected, but in all cases, complete data must be submitted for comparison and test when required by the Owner.
 - c. The materials, products and equipment establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.
 - d. No substitution will be considered prior to receipt of a Change Order unless written requests for approval have been received by the Owner at least five (5) days prior to the date for receipt of a Change Order. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. Information shall be submitted in a format that compares the proposed product in a direct comparison to the specified product. A statement setting forth changes in other materials, equipment or other portion of the Work including changes in the work of other contracts that incorporation of the proposed substitution would



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require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Owner's decision of approval/disapproval of a proposed substitution shall be final.

- e. If the Owner approves a proposed substitution prior to receipt of a Change Order, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
 - f. No substitutions will be considered after the Agreement is fully executed unless specifically provided in the Contract Documents.
 - g. No substitution shall be made unless authorized in writing, by the Owner.
 - h. If a substitution is approved by Owner, all bidders shall base their proposal on the material or specialty specified in the request for proposal. Any proposal for substitution shall be submitted within 10 days after the award of the Contract or Change Order approving the substitution.
 - i. Should a substitution be accepted, and should the substitute material prove defective or otherwise unsatisfactory for the service intended within the guaranty period, the Contractor shall replace this material or equipment with that which was originally specified, without cost to the Owner.
- 5.3. If concealed or unknown physical conditions are encountered at the Project that differ materially from those presented by Owner or from those conditions ordinarily found to exist, the Contract Sum and time period to complete the Work shall be subject to equitable adjustment, as agreed upon in writing by Owner and Contractor.
- 5.4. Acceptance of a Change Order by the Contractor shall constitute full accord and satisfaction for any and all claims, whether direct or indirect, including but not limited to, impact or delay damages, arising from the subject matter of the Change Order, or attorney's fees and costs arising from a dispute with a Subcontractor over the Change Order.

Article 6. Contract Sum

- 6.1. The Contract Sum stated below is the total amount payable by the Owner to the Contractor for performance of the Work.



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The Total Contract Sum is **\$3,161,000.00** itemized as follows:

Track

- a. Removal of existing track surfacing, asphalt and subbase.
- b. Two (2) New Shot Put, Two (2) Discus & Pole Vault.
- c. Demo existing and build new LJ/TJ runways and pits.
- d. Provide and install Beynon BSS 100 black.
- e. New aggregate base, drainage, asphalt and track surfacing are included.
- f. Soil stabilization allowance is included.
 - i. Final stabilization costs will be determined once the final geotechnical report is released. Any price changes will be deducted/added via a Change Order executed by the Parties.

BASE PRICE: \$1,592,000.

Football Field

- a. FieldTurf FTVT-Core 57 for the football field +/- 90,020 sf.
- b. New aggregate base, drainage, and athletic equipment are included.
- c. Soil Stabilization allowance is included.
 - i. Final stabilization costs will be determined once the final geotechnical report is released. Any price changes will be deducted/added via a Change Order executed by the Parties.
- d. 8-year Maintenance Plan.

BASE PRICE: \$1,569,000.

- 6.2. The Contract Sum shall include all items and services identified in the Scope of Work, and any other items and services necessary for the proper execution and completion of the Work, subject to any Change Order of Owner or as further agreed by Owner and Contractor in writing.

Article 7. Payment

- 7.1. Based on the Contractor's Application for Payment, the Owner shall pay the Contractor as follows:



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Payment Schedule:

- 50% of Contract amount due upon execution of this Agreement.
 - 25% of Contract amount due upon completion of Site Excavation for football field and track Demolition.
 - 20% of Contract amount due upon completion of Base Construction for football field and track.
 - 5% of Contract amount due upon Substantial Completion of Project.
- 7.2. The Contractor warrants that a clean title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment of that specific Application for Payment. All Applications for Payment will include Lien Waivers, either partial or final based on the Application for Payment.
- 7.3. Payments received from the Owner shall be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interest. Contractor shall indemnify and hold Owner harmless from any liens, claims, security interest, or encumbrance filed by the Contractor, subcontractors, or anyone claiming by, through or under the Contractor or Subcontractor for items covered by payments made by the Owner to Contractor.
- 7.4. The Contractor shall pay each subcontractor and/or supplier in an amount determined to be in accordance with the terms of the applicable subcontracts and purchase orders.
- 7.5. The Owner shall have no responsibility for payments to a subcontractor or supplier.

If any amounts due by Owner to Contractor remain unpaid after 30 days of Owner's receipt of Contractor's invoice or payment application, such unpaid amounts shall bear interest from the due date until paid at a rate equal to 1.5% per month or the maximum allowed by law.

- 7.7 Payment, Performance and/or Statutory Bond(s) to be provided by Contractor to Owner upon commencement of physical construction for the Project as follows; the penal sum of the payment and performance bonds shall be equal to the Contract Sum, provided that if construction for the Project is phased or staged, with different portions in progress at



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different times, the penal sum of the bonds shall be increased and/or decreased based upon the actual and cumulative contract value of each phase or stage of the Project in effect. Associated fees and/or costs of said bonds shall be invoiced directly to Owner for payment upon procurement of said bonds by Contractor.

Article 8. Insurance

The Contractor Shall provide and maintain the following insurance coverage for all Work performed under this Agreement.

Commercial General Liability

- \$1,000,000 per event
- \$2,000,000 annual aggregate

Commercial Auto

- Combined Single Limit \$1,000,000

Workers Compensation

- Statutory Limits
- Employers Liability Limits of \$1,000,000

Umbrella Liability

- \$5,000,000 per event
- \$5,000,000 annual aggregate

Professional & Pollution Liability

- \$5,000,000 per event
- \$5,000,000 annual aggregate

8.1 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under this Agreement. The Contractor shall provide certificate of insurance showing their respective coverages prior to commencement of the Work with the Owner and Owner's related parties listed as additional insured.

8.2 The Contractor shall be required to obtain Certificates of Insurance with same requirements from Subcontractors, and provide to the Owner.



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- 8.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Article 8 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required.

Article 9. Substantial Completion

- 9.1. Substantial Completion is the state in the progress of the Work when the Work or designated portion thereof is sufficiently complete so the Owner can occupy and/or utilize the Work for its intended use.
- 9.2. The Work as set out herein will not be considered Substantially Complete unless and until the performance of the Work is to the point where (1) all Project components included in the Scope of Work are installed properly and are operational; (2) as to such Work, all required governmental inspections and certification required for the Work and of Contractor have been made and posted; (3) as to such work, all the required finishes included in the Scope of Work, if any, are in place; (4) the Work can be used by the Owner for its intended purpose; (5) a final completion list has been prepared by Contractor and approved by Owner; and (6) applicable lien waivers and guarantees for Work completed to that date have been delivered to Owner.
- 9.3. When the Contractor deems that the Work or designated portion thereof is Substantially Complete, the Owner will inspect to determine whether the work is Substantially Complete. Upon approval by the Owner, the Contractor shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and the Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Any warranties, if applicable, shall commence on the date of Substantial Completion of the Work or designed portion thereof unless otherwise provided in the Certificate of Substantial Completion.



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Article 10. Termination

- 10.1. Termination by the Contractor. Contractor may declare default and terminate the Agreement if Owner has not made payment of sums due on an approved Application for Payment, or otherwise breaches any provision of the Contract Documents, within seven (7) business days of Owner's receipt of a written demand from Contractor for such payment. In the event of default by Owner, the Contractor may terminate the Agreement and recover from the Owner payment for Work executed and for actual proven unrecoverable loss with respect to materials, equipment, tools, construction equipment and machinery purchased prior to the time the event of default by Owner. The results of termination under this Article 10 are in addition to any other rights and remedies available to the Contract whether provided in the Agreement or as a matter of equity or law.
- 10.2. Termination by the Owner. Subject to the Owner providing detailed and written notice of an alleged fault and providing Contractor ten (10) business days to reasonably cure any such alleged default, the Owner may terminate the Agreement if the Contractor:
- a) Repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - b) Fails to make payment to Subcontractors for materials or labor in accordance with the respective terms and conditions of the agreements between the Contractor and the subcontractors;
 - c) Repeatedly disregards laws, ordinances, or rules, regulations or orders of the Owner or a public authority having jurisdiction;
 - d) Repeatedly fails to diligently perform the work or repeatedly fails to correct a defect or non-conforming work; or otherwise breaches any provision of the Contract Documents.
- 10.2.1. Subject to Section 10.2, the Owner, may, without prejudice to any other rights or remedies of the Owner or Contractor, and after giving the Contractor's surety, if any, seven (7) business days advanced written notice to reasonably cure, terminate Contractor and may take possession of all materials, equipment, tools, appliances, and other items that have been purchased or provided by payments to the Contractor for the performance of the Work and may complete the Work. In the event of termination under this Article 10.2, Contractor shall not be entitled to receive any further payments under the Agreement. If the costs of finishing the Work exceed the unpaid balance of the Contract Sum, such excess shall be paid by the Contractor to the Owner. The results of termination under this Article 10 are in addition to any other rights and remedies available



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to the Owner whether provided in the Agreement or by law, including the right to stop Work under any applicable provision of the Agreement.

Article 11. Miscellaneous Provisions

- 11.1. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including those required by law in connection with performance of the Work. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or part by the Contractor, or by anyone for whose acts the Contractor may be liable.
- 11.2. Upon written request of the Owner, information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.
- 11.3. The Contractor shall arrange for tests, inspections, and approvals of portions of the Work required by the Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, with Contractor and Owner further agreeing herein how such costs should be paid.
- 11.4. If default should occur under this Agreement, then each party shall have such rights and remedies as may be available to it at law and/or in equity. The failure by any party hereto to exercise or elect, and any delay by such party in exercising or electing, any right or remedy hereunder shall not constitute a waiver of any such right or remedy. The exercise by any party hereto of any right or remedy hereunder shall not preclude the exercise of any other right or remedy, and the remedies and rights provided herein are cumulative and not exclusive of any rights or remedies provided at law or in equity.
- 11.5. To the extent allowed by law, in the event a dispute should arise from this Agreement, the prevailing party shall be entitled to attorneys' fees and all costs of enforcement and/or litigation against the non-prevailing party.
- 11.6. The Owner agrees the Contractor shall not be responsible for delay in performance of its work by reason of acts of war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil or piracy;



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plague, epidemic, pandemic, or other public health crisis as declared by an governmental entity having jurisdiction over the Parties, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, prolonged break-down of transport, telecommunication, or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the Contractor (“Force Majeure Event”). In the event of Force Majeure, the Owner agrees that all dates by which performance of the Contractor’s obligations are scheduled to be met shall be extended, as reasonable and necessary to complete said obligations or as requested by the Contractor and furthermore that the Contract Sum shall be increased by one-half of the amount of the Contractor’s reasonable costs of suspension, shutdown and re-mobilization and/or start-up due to any Force Majeure Event. The Owner and Contractor shall, in the event of Force Majeure, execute a Change Order, as set forth in the Construction Agreement, to adjust the Contract Sum, Contract Time and any other cost or expense because of each Force Majeure Event.

- 11.7. Consent to Contractor’s Use of Project Information. The Contractor, its subsidiaries and/or affiliates, may develop and/or capture information, including but not limited to photographs, videos, and general data, as related to Project, or Contractor’s work on the Project, for use in Contractor’s business portfolio or as related to Contractor’s marketing and advertising (“Promotional Work”). The Owner acknowledges and understands that the Owner’s name, image, likeness, including but not limited to buildings, structures, fields, logos, signage, as related to the Project, may be captured in such Promotional Work. The Owner further consents and agrees that the Contractor may use the Owner’s name, image, likeness, including but not limited to buildings, structures, fields, logos, and signage, as captured in the Promotional Work in connection with the Contractor’s products and services, or the products and services provided by Contractor’s subsidiaries and affiliates. Such consent and agreement of Owner herein shall apply during the term of this Agreement and survive thereafter, without limitation, and allow the Contractor, its subsidiaries and/or affiliates, to continue to use the Promotional Work as developed and/or captured.



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Article 12. Severability of Agreement

12.1 If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Article, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

Article 13. Time of the Essence

13.1 Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Article 14. Survival

14.1 Except as otherwise expressly provided in this Agreement, representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of this Agreement, shall survive the date of this Agreement.

Article 15. Ambiguities

15.1 Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

Article 16. Waiver

16.1 No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy.



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Article 17. Headings

17.1 The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

Article 18. Counterpart & Electronic Signatures

18.1 This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and to their respective successors and assigns and may be executed in two or more counterparts each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. The parties hereto acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include digital versions of an original signature or electronically scanned and transmitted versions (e.g., via DocuSign) of an original signature.

Article 19. Representation on Authority of Parties/Signatories

19.1 Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party’s obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Article 20. Assignment

20.1 Neither party shall voluntarily or by operation of law assign, hypothecate, give, transfer, mortgage, sublet, license, or otherwise transfer or encumber all or part of its rights, duties, or other interests in this Agreement or the proceeds thereof (collectively, “Assignment”), without the other party’s prior written consent. Any attempt to make an Assignment in violation of this provision shall be a material default under this Agreement and any Assignment in violation of this provision shall be null and void.



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Article 21. Choice of Law & Dispute Resolution

- 21.1. All matters arising out of or related to this Agreement shall be subject to, governed by, and construed according to the laws of the State of South Dakota, and jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts located in the State of South Dakota.
- 21.2. Except for a claim of injunctive relief, and subject to any applicable cure provision, before Owner or Contractor initiates any court proceeding or enforcement proceeding in connection with any alleged breach of this Agreement, the Parties shall first participate in a mediation. The mediation shall be attended in person by an officer of each Party with decision-making authority, counsel for any Party who wishes for his or its counsel to attend, and a mediator of the American Arbitration Association or other mediator mutually agreeable to the Parties. The mediation shall take place at a location agreeable to the Parties, or in the alternative, at a location designated by the mediator. The Parties shall, in equal shares, pay all costs and expenses of such mediation, and the Parties shall each pay separately its own counsel fees. The mediation shall take place as soon as practical, but no later than thirty (30) days after either Party notifies the other, in writing, that mediation under this provision is requested. The mediation shall be subject to applicable laws protecting the confidentiality of mediation. In the event the mediator declares an impasse, the Parties shall proceed in accordance with the provisions of Section 21.3.
- 21.3. Subject to first complying with Section 21.2, in the event of any controversy, dispute or claim arising out of or related to this Agreement, or the interpretation, breach, termination or validity hereof, including a claim for injunctive relief, a Party shall submit such controversy, dispute or claim to the Circuit Court of Pennington County, South Dakota. Each of the Parties to this Agreement hereby waives any objection based upon forum *non conveniens*, and any objection to venue of any action instituted by or through this Agreement in the aforementioned Court and consents to the granting of such legal or equitable relief as is deemed appropriate by such court.

Article 22. Entire Agreement

- 22.1 This Agreement, the Contract Documents and all exhibits incorporated, contains the entire agreement of the parties, and supersedes any and all prior agreements between the parties, written or oral, with respect to the transactions hereby contemplated. There are no verbal understandings, agreements, representations, or warranties between the parties which are not expressly set forth herein. This Agreement may not be changed or



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terminated orally but may only be changed by an agreement in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Owner:

Douglas School District

By: _____

Printed Name: Kevin Case, Superintendent

Date: _____

Contractor:

Mammoth Sports Construction, LLC

By: _____

Printed Name: Jacob Farrant, CEO

Date: _____



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DOUGLAS SCHOOL DISTRICT

Exhibit A – Scope of the Work & Clarifications

The Scope of Work for the Project shall be as set forth hereafter:

Contract Pricing

Track

- a. Removal of existing track surfacing, asphalt, and subbase.
- b. Two (2) New Shot Put, Two (2) Discus & Pole Vault.
- c. Demo existing and build new LJ/TJ runways and pits.
- d. Provide and install Beynon BSS 100.
- e. New aggregate base, drainage, asphalt, and track surfacing are included.
- f. Soil stabilization allowance is included.
 - i. Final stabilization costs will be determined once the final geotechnical report is released. Any price changes will be deducted/added via a Change Order executed by the Parties.

Football Field

- a. FieldTurf FTVT-Core 57 for the football field +/- 90,020 square feet.
- b. New aggregate base, drainage, and athletic equipment are included.
- c. Soil Stabilization allowance is included.
 - i. Final stabilization costs will be determined once the final geotechnical report is released. Any price changes will be deducted/added via a Change Order executed by the Parties.
- d. 8-year Maintenance Plan.

The Contract Sum is based on execution of the Agreement within sixty (60) calendar days from March 11,2024.

Any cost breakdowns and/or breakouts provided in this document, or separately, are intended to be utilized for accounting purposes only and not intended to provide “line-item guarantees”. Budgets included in this contract are not included as line-item allowances, these budgets are included for use by Mammoth Sports Construction to track the cost of the work items as required. Individual costs may overrun, underrun, or be used for other items not specifically outlined as a budget item as required to complete the work.



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**Potential costs that may be incurred after/during design investigation:

1. Survey: (a) Mass Excavation & Grading; (b) Retaining Walls; and (c) Access Issues
2. Geotechnical Report: (a) Stabilization; (b) Rock Excavation; and (c) Dewatering
3. Site Investigation: (a) For unknown defects discovered upon removal of existing turf or track surface.
4. Local/City/Governing Jurisdiction Review Comments and/or Requirements: (a) SWPP - Storm Water Protection Plan or Erosion Control Plan; (b) Permitting; (c) Special Conditions for Usage.
5. Owner Changes after execution of this Agreement.

Design Services and Construction Documentation

A complete set of construction documents will be submitted for permit which include the following:

- Topographic survey of proposed turf limits
- Geotechnical investigation of proposed turf limits
- Review existing Geotechnical information and Stormwater Calculations prepared by others.
- Erosion Control Plan
- Layout Plan
- Grading Plan
- Utility Plan
- Field Marking Plan
- Detail Plans to include curbs, piping systems, base section, irrigation details, and additional details as required to complete the installation of the field.
- Furnish Sealed Drawings.
- Contractor will attend one (1) coordination meeting with Local Permitting Authority.

General Conditions and Clarifications

1. Sales tax is included.
2. Excise tax is included.
3. Davis-Bacon and/or applicable prevailing wages are included.
 - a. Davis-Bacon Act. The Contractor shall comply with the terms of the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to



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Contracts Covering Federally Financed and Assisted Construction”). The Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Contractor shall pay wages not less than once a week. This Agreement is conditioned upon the Contractor’s acceptance of the wage determination. Any suspected or reported violations will be reported to the Federal awarding agency.

4. Union wages and/or benefits are excluded.
5. General Liability insurance is included.
6. Supervision and mobilization are included.
7. Construction permitting is included.
8. Payment, Performance and/or Statutory Bond(s) to be provided by Contractor to Owner upon commencement of physical construction for the Project as follows; the penal sum of the payment and performance bonds shall be equal to the Contract Sum, provided that if construction for the Project is phased or staged, with different portions in progress at different times, the penal sum of the bonds shall be increased and/or decreased based upon the actual and cumulative contract value of each phase or stage of the Project in effect. Associated fees and/or costs of said bonds shall be invoiced directly to Owner for payment upon procurement of said bonds by Contractor.
9. A \$20,000 site electrical re-location allowance has been included.
10. Erosion control and maintenance thereof is included.
 - a. Any water/drainage studies, SWPPP plan, or additional drainage requirements over and above the listed and typical artificial turf field drainage system are excluded.
11. All necessary tools, equipment and personal protective equipment are included.
12. Final punch-out and clean-up of the completed project are included.
13. Standard 1-year workmanship warranty is included.
14. The Contractor reserves the right to include, pay overtime and acceleration costs within this contract as required to manage the schedule.
15. Unforeseen subsurface conditions, including burial remains and/or artifacts, and removal of underground structures are excluded.
16. Site Security is excluded.
17. Development fees are excluded.
18. Special Testing, including the identification of the presence of hazardous materials or substances at the Project site before, during or after the Work, is excluded.
19. Utility consumption costs for construction activities are excluded.
 - a. Utilities are to remain under the Owner’s name and paid by Owner.
20. Construction testing and special inspection expenses not listed above are excluded.



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21. The Owner shall provide structurally capable ingress/egress for ALL of Contractor's personnel, equipment, and materials and staging within 50' of field. Construction traffic shall be expected at the work site, and upon surrounding streets and roads, for the duration of this Agreement, including but not limited to heavy machinery use, semi-tractor and dump truck travel and the delivery of construction materials necessary for the Work. Contractor is NOT responsible for wear and tear to streets or roads on or adjacent to the work site due to construction traffic ingress/egress to the work site.
22. Contractor requires, and Owner shall provide, a suitable staging area per field. A 25' x 25' hard or paved clean surface area located within 100' feet of the playing surface shall be provided for purposes of proper mixing of infill material. The staging area must have a minimum access of 15 feet wide by 15 feet high. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. The staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. The Contractor shall not be liable for any damage to the staging area or existing surfaces unless such damage is caused by Contractor's intentional misconduct or gross negligence.
23. Any additional subbase aggregate is excluded.
24. Any item or scope of work not specifically listed above or below is excluded.

Sitework

1. Construction of 1 construction entrance is included.
2. Site demolition is excluded unless otherwise set forth herein.
3. Stripping of topsoil and excavation to subgrade are included.
4. Haul-off of excess material is:
 - a. Included to a site designated by the Owner within 1 mile of project site.
 - b. If the site designated by the owner for the material to be hauled is more than one (1) mile from the project site, an additional fee of Three Dollars (\$3.00) per cubic yard/per mile up to ten (10) miles, shall be charged to Owner for haul-off of excess material and added to contract sum via change order.
5. If Owner provided utility plans are not available, Contractor will utilize "Dig Safe" or 811 and private locate utilities. Contractor will coordinate with Owner.
6. Utility infrastructure work or repair is excluded.
 - a. The supply of or adjustment to manholes, clean-outs, and grates and supply of the manhole covers is excluded.
7. Retaining walls are excluded.



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8. New fencing and fence repair not specifically listed in the following scopes of work are excluded.
9. Any site improvements not specifically addressed or reflected in plans are excluded.
10. Rock excavation is excluded.
11. Dewatering associated with excavation is excluded.

Synthetic Turf Football Field

1. **Stabilization**: A subgrade soil stabilization allowance is included.
2. **Drainage Stone**: 4" of permeable base stone and 2" of permeable finish stone are included.
 - a. Grading and compaction of each course to proper planarity and density is included.
3. **Geotextile Fabric**: Mirafi 140N geotextile fabric or equal is included above the subgrade and underneath the drainpipe and drain stone.
4. **Drainage Pipe**: 6"-12" HDPE piping around perimeter of field, flat drains in a herring bone pattern at 40' on-center, and necessary connectors for a complete subgrade drainage infrastructure are included.
 - a. All drain basins, cleanouts or access panels are excluded.
 - b. Tie-in to local storm utility is assumed to be within the extents of the existing field. If the connection point needs to be outside of the extents of the existing field, a remediation will be negotiated between Owner and Mammoth Sports Construction.
 - c. Excludes any drain basins, cleanouts and cement inlet/access structures.
5. **Curb & Nailer Board**: 6"x12" concrete curbing and attached nailer board are included at the perimeter of the turfed area.
6. **Synthetic Turf**: Supply and installation of approximately 86,864 square feet of artificial turf is included with the noted installation options below:
 - a. FieldTurf FTVT – Core 57 synthetic turf system is included for the proposed playing field area.
 - b. Synthetic turf has been included at bullpens.
 - c. Football inlaid markings are included.
 - d. Logos, field markings and alternating panels are excluded unless noted below.
 - i. 40'x40' 2 color midfield Logo is included.
 - ii. (15) Solid one color Endzone Letters are included "DOUGLAS" & "PATRIOTS".
 - e. Football & Soccer Warranty: A ten (10) year 3rd party pre-paid insured warranty on the FieldTurf FTVT-Core 57 artificial turf surface is included.



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7. Athletic Equipment: Supply and installation of the following is included.
 - a. Contractor shall remove and dispose of old goal posts is included.
 - b. 1 set - 20' H 8' offset goal posts: Sportsfield Specialties GP820HS Goal Post
 - c. 1 set - Play Clocks – Daktronics Outdoor PanaView (or similar based upon market availability); 3 ft. H x 4 ft. W x 8 in. D.
 - d. All athletic equipment not listed above is excluded.
8. Fencing: is excluded
9. Sports Lighting: is excluded.

Artificial Turf Maintenance Equipment and Training

1. Maintenance Equipment:
 - a. One (1) Field Sweep is included.
 - b. Vehicle for towing maintenance equipment is excluded.
2. Maintenance Training: Training of the maintenance staff on the basic components of effective and routine maintenance is included.
3. Annual Maintenance:
 - a. Annual Maintenance is included for 8 years.
 - b. For Annual Maintenance inclusions and exclusions see the attached Annual Maintenance Plan.

Track (Demolition and Reconstruction)

1. Milling/Demolition: Removal of existing track is included.
 - a. Haul off is included to a site designated by the owner within 1 mile of project site.
 - b. If the site designated by the owner for the material to be hauled is more than one (1) mile from the project site, an additional fee of Three Dollars (\$3.00) per cubic yard/per mile up to ten (10) miles, shall be charged to Owner for haul-off of excess material and added to contract sum via change order.
2. Stabilization: A subgrade soil stabilization allowance is included.
3. Base & Drainage Construction: 6" of road base stone is included.
 - a. Grading and compaction of base stone to proper planarity and density is included.
4. Curb: 6"x12" concrete curb is included at the outside perimeter of the track.
5. Asphalt Base: Supply and installation of approximately 7,536 square yards of asphalt base is included.
 - a. Includes a base and finish asphalt course totaling 4" of depth.
6. Surfacing: Supply and installation of the BSS 100 is included.



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- a. 7,844 square yards
 - b. 8 LANES, 2 runways
 - c. 5-year warranty
 - d. Black
 - e. 13 mm:
7. Track Striping: Color coded metric striping is included per National Federation of State High School Associations or NCAA guidelines.

Pole Vault

1. Concrete Base: Supply and install 4" concrete slab on 4" aggregate subbase for two (2) 4' x 125' runways and one 25'x25' concrete landing area beneath pads.
2. Surfacing: Supply and installation of the BSS 100 is included with the noted installation options below:
 - a. 2 RUNWAYS
 - b. 5-year warranty
 - c. Black
 - d. 13 mms
3. Athletic Equipment: Supply and installation of the following is included.
 - a. (2) each - Pole Vault box: Sportsfield Specialties PVBCA Pole Vault Box
 - b. All athletic equipment not listed above is excluded.

(2) Discus

1. Concrete Base: Supply and install 4" concrete slab on 4" aggregate subbase for pad area.
2. Athletic Equipment: Supply and installation of the following is included.
 - a. 2 each - Discus form: Sportsfield Specialties TFD Throw Form
 - b. 2 each - Discus net with back up net: Sportsfield Specialties DCHS Throw Cage
 - c. All athletic equipment not listed above is excluded.

(2) Shotput

1. Concrete Base: Supply and install 4" concrete slab on 4" aggregate subbase for pad.
2. Sector Construction:
 - a. 4" of drainage stone is included.
 - b. 4" HDPE piping running center of the pit and draining to daylight is included.
 - c. All drain basins, cleanouts or access panels are excluded.
 - d. 6"x12" concrete curb is included at the outside perimeter of shotput sector.
 - e. 6" of infield fines is included in the shotput sector.



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3. Athletic Equipment: Supply and installation of the following is included.
 - a. 2 each - Shotput form: Sportsfield Specialties TFSP Throw Form
 - b. All athletic equipment not listed above is excluded.

New Long Jump/Triple Jump

1. Concrete Base: Supply and install 4" concrete slab on 4" aggregate subbase for two (2) 4' x 160' runways.
2. Pit Construction:
 - a. 4" of drainage stone is included.
 - b. 4" HDPE piping running center of the pit and draining to daylight is included.
 - c. All drain basins, cleanouts or access panels are excluded.
 - d. 6"x18" concrete curb is included at the outside perimeter of 9' x 27' landing pits.
 - e. 12" of sand included at the long jump pits.
3. Surfacing: Supply and installation of the BSS 100 is included with the noted installation options below:
 - a. 2 RUNWAYS
 - b. 13 mm
 - c. Black
 - d. 5-year warranty
4. Striping: Color coded metric striping is included per National Federation of State High School Associations or NCAA guidelines.
 - a. Jump board is excluded.



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Mammoth Sports Construction Annual Field Maintenance Plan

This Annual Field Maintenance Plan (“Maintenance Plan”) is hereby incorporated into the Agreement dated the 22nd of April 2024 between Douglas School District (“Owner”), with a principal place of business at 400 Patriot Drive, Box Elder, SD 57719 and Mammoth Sports Construction, LLC (“Mammoth”) located at 601 E Wyandotte Street, Meriden, Kansas 66512. Owner and Mammoth may also be referred to herein individually as a Party or collectively as the Parties.

WHEREFORE, the Parties in exchange of consideration and for the terms and conditions set forth herein, hereby enter into this Maintenance Plan as follows:

- 1) **AGREEMENT SUMMARY**. Mammoth agrees to provide Owner annual field maintenance services for Owner’s football field at Douglas High School that is in line with the scope of work identified herein.
- 2) **SCOPE OF WORK**. The Scope of the Maintenance Plan is as follows:

- a. **Inspection & Field Visits**

Mammoth will make an annual one-time site visit to perform a visual inspection of the Owner’s football field, including inspection of seams, hash marks, numbers, arrows, logos, planarity, rips/tears, and infill levels. All material aspects of the inspection will be provided in a written report submitted from Mammoth to the Owner upon completion of the inspection (“Annual Inspection Report”). To the extent necessary as determined by Mammoth, if additional visits to the Owner’s field would be required under this Maintenance Plan, such visits will be documented to Owner via a written field report, unless otherwise agreed by the Parties.

- b. **Infill Depth & Field Testing**

Mammoth will make an annual one-time site visit to test infill depths using an ASTM approved infill depth gauge per Field Turf’s manufacturer/product guidelines. Mammoth will use certified field-testing equipment and personnel for all testing and maintenance. Such testing is critical to ensure compliance with applicable standards and guidelines for installed product and/or manufacturer’s guidelines.

- c. **Grooming & Cleaning**

Mammoth will make an annual one-time site visit for grooming and cleaning utilizing the SMG Sports Champ Machine to brush, sweep, and vacuum the turf system. The grooming pattern will go in all four (4) directions across the field with a powered rotary/mechanical brush. This process collects debris (e.g., bobby pins, gravel, etc.) which could impact players or field play.



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d. Spot Repair & Infill Replacement – To Areas of Minor Repair

Mammoth will make an annual one-time site visit to examine and/or repair impairments of a minor nature, as determined by Mammoth, to inlays (e.g., hash marks, numbers, arrows, logos, lines, pitching mound(s), etc.), and to perform small seam repairs to the fields where edges are visibly lifting. Spot repair also includes regluing sections of the fields that are loose and can be small-hand stitched.

- 3) **OPTIONS FOR ADDITIONAL REPAIR.** Repair to the field which is not covered under this Maintenance Plan, and which requires significant time and materials, as determined by Mammoth, is subject to approval of additional costs and fees by Owner.
- 4) **LIMITATIONS AND EXCLUSIONS OF MAINTENANCE PLAN.** The Maintenance Plan shall not apply to the following:
- a. Infill additions and base construction work.
 - b. Repair of longer seams, multiple damaged spots or designated high-traffic areas, as determined by Mammoth, which include but are not limited to: home plate/batter's boxes, pitcher's mounds, base areas/paths, batting cage/bullpen areas, kick off areas and soccer goal areas.
 - c. Damage resulting from the use of improper footwear on the field, including long-spiked track shoes and metal cleats. Mammoth recommends standard molded cleats for field use.
 - d. Damage or failure caused by unauthorized modifications or repairs made or attempted by others.
 - e. Damage resulting, directly or indirectly, from force majeure events, accidents, misuse, intentional and unintentional abuse, neglect, adverse weather; and other contingencies beyond the control of Mammoth.
 - f. Damage from negligence or lack of standard maintenance. Mammoth will provide training on standard maintenance to Owner during the final walkthrough at project completion.
- 5) **TERM.** The term of the Maintenance Plan will be for eight (8) years beginning on the date of turnover of the field from Mammoth to Owner for use. The Parties agree that the first annual inspection and/or grooming/cleaning to occur in the Summer of 2025, unless otherwise agreed by the Parties in writing.



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**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, 2024 to 12 midnight CST, June 30, 2025. 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 _____, 2024, 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 _____, 2024.

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 30th** 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	
October	\$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	
Total	\$333,685	
% 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:	<u>\$900,000</u>
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:	\$29,813 x <u>3</u> =	\$89,439
Responsibility to leave the fund in sound financial position:		\$13,042
Total Termination Responsibility:		<u>\$102,481</u>

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	
October	\$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	
Total	\$333,685	
% 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	
October	\$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	
Total	\$333,685	
% 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"

FY25 Health Plan Premium Equivalent Rates

Douglas

Billing Unit 060A

Loss Ratio: 100.3%

Increase: 4%

Plan Name:	Plan Design	FY25 Active Rates	FY25 COBRA Rates	FY25 Retiree Rates
Plan 2 - \$1,500 PPO PL0021	<u>\$1,500 / \$3,000</u>			
Single		\$723.00	\$737.00	
Employee + 1		\$1,517.00	\$1,547.00	
Employee and Dependents		\$1,373.00	\$1,400.00	
Family		\$1,806.00	\$1,842.00	
Plan 6 - \$3,500 PPO PL0021	<u>\$3,500 / \$7,000</u>			
Single		\$675.00	\$689.00	
Employee + 1		\$1,416.00	\$1,444.00	
Employee and Dependents		\$1,282.00	\$1,308.00	
Family		\$1,686.00	\$1,720.00	
Plan 7 - \$5,000 HSA PL0021	<u>\$5,000 / \$10,000</u>			
Single		\$582.00	\$594.00	
Employee + 1		\$1,220.00	\$1,244.00	
Employee and Dependents		\$1,104.00	\$1,126.00	
Family		\$1,452.00	\$1,481.00	

SECTION	J	TITLE	STUDENTS	FILE	JECB
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ADMISSION OF NON-RESIDENT STUDENTS (OPEN ENROLLMENT)

This policy is enacted to allow admission of non-resident students in the Douglas School District. For the purposes of this policy, the term "resident district" means the district in which a student has legal residence as determined by SDCL 13-28-9. The term "non-resident district" means any district in which a non-resident student seeks to enroll.

The board will accept all students from other districts wishing to enroll, provided the Douglas School District can accommodate the students without adversely affecting the quality of its educational program. This determination will be based upon criteria adopted by the board, and is subject to the following conditions:

A. GENERAL PRINCIPLES

1. A student who is a legal resident of another South Dakota school district seeking to transfer to Douglas School District must make an application to the **Douglas School District on forms provided by the Department of Education**. The application must be made by an unemancipated student's parent or guardian or by the emancipated student. Application forms must be received by the District Administrative Offices no later than 3:00 p.m. on the first Monday of August. *(The parent with the authority to request enrollment is the resident custodial parent.)*
2. The application will be approved if the transfer does not result in the Douglas School Board's inability to provide a quality educational program to its resident students as well as to non-resident students. The Board shall approve or disapprove the application at the first regular Board meeting following the deadline and notify the applicant and resident district within five days of its decision. Applications will be reviewed in the order received.
 - a. The application may be withdrawn by the applicant prior to approval of the request and upon notification to the district to which the student applied.
 - b. If approved by the Douglas School District, the applicant's intent to enroll obligates the student to attend school at Douglas during the next school year, unless the two boards agree in writing to allow a student to return to the original district or if the parent, guardian, or student changes residence to another district.
 - c. If a bona fide change of residence occurs after the deadline for applications noted in A.1. above, the applicant may apply for enrollment in the non-resident district notwithstanding the August deadline. ~~The Board may consider applications for these students if filed by the first Monday in November or the first Monday in March. The Board may consider such applications at the Board meeting next following the~~

~~deadline for the applications.~~ Transfers from another school district into the District may only take place prior to the last Friday in September during the first semester of any school year, and prior to the last Friday in January during the second semester of any school year.

- d. **Emergency clause:** The Board may consider the following applications under this Emergency clause: 1) students who are children of active duty military personnel and whose parents are required to move before the November or March deadline; and 2) students of Douglas School District employees. Applications under this Emergency clause ~~are limited to students of active duty military personnel or District employees and~~ will be considered by the Board at the next regularly scheduled Board Meeting after application is made.
3. Once enrolled in the Douglas School District, the enrollment will continue unless a bona fide change of residence occurs or a subsequent transfer application is received.
4. The Douglas School District will accept credits granted for any course successfully completed in another accredited district. The Douglas School District may award a diploma to a non-resident only if the student satisfactorily meets the Douglas School District's graduation requirements
5. Transportation of non-resident students to school is the responsibility of the applicant.

B. SPECIAL EDUCATION STUDENTS

Both state and federal law require that the resident district be responsible for providing a free and appropriate public education for students in need of special education and related services. All applications for transfer of a special education student will first be considered by a placement committee, and the placement committee will include representatives of both the resident and non-resident districts. In addition to the other considerations of the 1997 Open Enrollment Act, the following additional considerations will apply:

1. The combined placement committee will determine if the non-resident district can provide appropriate instructional programs and facilities, including transportation, to meet the student's needs. The capacity of the program shall be a consideration in the placement.
2. If the request to transfer is granted, the non-resident district is responsible for the provision of a free appropriate public education for the student in need of special education or special education and related services.
3. Notwithstanding the provisions of ¶13-28-45, the individualized education program team shall also determine whether the student in need of special education requires transportation as a related service. If so, the non-resident district shall provide or ensure the provision of transportation within the boundaries of the attendance center to which the student is assigned.
4. Requests to transfer the student back to the resident district shall be considered by the individualized education program team.
5. No separate dates will be in effect for notification and decision-making with respect to special education students.

C. CRITERIA FOR MAKING TRANSFER DETERMINATIONS

The criteria will be available to any individual so requesting. Discrimination based upon race, gender, religious affiliation, or disability is prohibited. The board will consider as factors upon review following application whether the child's parent or guardian is an active military person whose duty station is in the District, whether the child's parent or guardian is an employee of the District, distance from school facilities, timeliness of open enrollment applications and other related factors. All members of the same family residing in the same household will be treated the same unless special education services are required (refer to page 2, B1).

1. The board will make every effort to maintain class sizes which promote efficient and effective learning.

K-8 Class Size Standards

The board believes there is a direct correlation between class size, student achievement and teacher effectiveness. Therefore, the board will make a reasonable effort to maintain class sizes which promote efficient and effective learning. It shall be the goal of the board to maintain a student enrollment not to exceed the average district class size for students in grades 2-8. Enrollments in specific subject areas may alter this policy, but all efforts shall be made to maintain this student-teacher ratio.

9-12 Class Size Standards

Class size in grades 9-12 will be determined by the facilities and program capacity. Every reasonable attempt will be made to accommodate students but class size may be limited due to available equipment and classroom space.

2. The Department of Education has authority to promulgate rules setting forth procedural and administrative requirements of the open enrollment program. The school district will follow any and all such rules and procedures.
3. The board may deny applications for any of the following reasons:
 - a. Any criteria established in paragraph A, B or C-1 is violated;
 - b. The student is under suspension or expulsion in the resident district;
 - c. The student has been convicted of possession, use, or distribution of any controlled substance, including marijuana and is under suspension pursuant to SDCL 13-32-43;
 - d. The student has been convicted of a weapons charge relating to the schools and is under suspension pursuant to SDCL 13-32-43.

D. MISCELLANEOUS PROVISIONS

1. The district will make relevant information about the district, schools, programs, policies, and procedures available to all interested people.
2. Appeals from board action under the 1997 Open Enrollment Act can be made under SDCL ch. 13-46 and the court will conduct a de nova review.

The time for appeal under SDCL 13-46 is within ninety days from the date of the decision.

REFERENCES

State Reference:[SDCL 13-13-10.1](#)[SDCL 13-15](#)[SDCL 13-28](#)

13-32-4.3

13-37-35.1

13-46

Policy Reference:**Adoption History**

First Reading	02/23/93	First Reading-Revision	05/14/07
Approved	03/09/93	Approved-Revision	05/29/07
Approved-Revision	03/28/94	First Reading-Revision	10/09/07
First Reading-Revision	09/25/95	Second Reading- Revisions	10/23/07
Approved-Revision	10/09/95	Second Reading- Revisions	11/13/07
First Reading-Revision	11/13/95		
Approved-Revision	11/27/95		
First Reading-Revision	04/14/97		
Approved-Revision	04/28/97		
First Reading-Revision	10/13/97		
Approved-Revision	10/27/97		
First Reading-Revision	06/28/99		
Approved-Revision	07/12/99		
First Reading-Revision	01/22/01		
Approved-Revision	02/12/01		
First Reading-Revision	10/10/06		

Approved-Revision	10/23/06		
First Reading-Revision	03/12/07		
Approved-Revision	03/26/07		

SECTION	J	TITLE	STUDENTS	FILE	JEDB
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STUDENT DISMISSAL PRECAUTIONS

Students in any school, grade, or class may not be dismissed before the regular hour of dismissal except with the approval of the Superintendent or the Superintendent’s designee.

A teacher may not permit any individual student to leave school prior to the regular hour of dismissal except by permission of the principal.

No student will be permitted to leave school prior to the dismissal hour in the company of anyone other than a school employee, or parent of the child, unless the permission of the parent has been first secured. If a policeman or court official requests the dismissal of a pupil during school hours, he/she must have a warrant or written request by parents before the student is dismissed. **Should a student be removed from the school by a law enforcement officer or court official, pursuant to a warrant, the administration will immediately contact the student’s parent.**

When a student participant has traveled to an out of district event with the coach/advisor and other students, the student shall be allowed to leave following the event with the parent/guardian, or the parent/guardian’s designee, provided that the parent/guardian has personally verbally communicated with the coach/advisor prior to the student being allowed to leave with the parent/guardian/designee. Written authorization to release the student to the parent/guardian/designee after the event will not be accepted. In no case shall school personnel authorize the release of a student to any person whom school personnel have reasonable cause to believe the person is under the influence of alcohol or another substance, and school personnel are authorized to contact law enforcement should the need arise to do so.

REFERENCES

State Reference:

Policy Reference:

Adoption History

First Reading	11/23/15		
Approved	12/14/15		

SECTION	J	TITLE	STUDENTS	FILE	JEE
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STUDENT ATTENDANCE ACCOUNTING

The Board recognizes the importance of student accounting. Accurate information regarding the whereabouts of school-age children, both public and private, is essential to the operation of the school district.

As required by state law, the Superintendent **or designee** will be responsible for an accurate record of the attendance or nonattendance of all students who should be enrolled in school. The school district truancy officer will also keep a record of all those children who are required by law to be enrolled in school and who do not attend, or whose attendance is irregular.

REFERENCES

State Reference:

- [SDCL 13-27-9](#)
- [SDCL 13-27-15](#)
- [SDCL 13-27-17](#)

Policy Reference:

Adoption History

First Reading	12/11/80		
Approved	1/8/81		
First Reading – Revisions	11/22/88		
Approved – Revisions	12/12/88		

First Reading – Revisions (Replaces JEDA/JEE)	2/12/01		
Approved – Revisions	2/26/01		

SECTION	J	TITLE	STUDENTS	FILE	JEE-R
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STUDENT ATTENDANCE ACCOUNTING

1. The building principal is responsible for the documentation of district attendance.
2. To earn credit for a course, the student is obligated to fulfill the course requirements and school attendance regulations.
3. Course credit will not be given to students who withdraw from school before the end of the school year before a specific predetermined date. The date will be established annually by the school superintendent **or designee**.
4. Attendance will be kept in full day and one-half day segments. Pupils will be considered present for one-half day if they are present at one or more AM class period(s) and/or one or more PM class period(s).
5. Students will be given the opportunity to make up work or tests missed because of excused absences as per the student handbook.
- ~~6. Students may not be given the opportunity to make up work for unexcused absences.~~
7. Tardiness will be documented at the beginning of the AM and PM sessions in the elementary schools and for each period in the middle school and high school.

REFERENCES

State Reference:

Policy Reference:

Adoption History

SECTION	J	TITLE	STUDENTS	FILE	JEF
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RELEASE TIME FOR RELIGIOUS PRACTICE

The Board will permit students, with the written consent of their parents, to receive moral or religious instruction at a suitable place away from the school, as designated by the religious group.

Students will be excused from school for such purposes no more than one hour per week. The Superintendent or designee is instructed to establish regulations, governing the attendance of students and their reporting for such instruction.

Students enrolled in the District normally will not be released from school for private instruction in music, gymnastics, or other activity. The discretion of the building principal, however, may be exercised in unique or unusual circumstances.

REFERENCES

State Reference:

[SDCL 13-33-10](#)

Policy Reference:

Adoption History

First Reading	11/23/15		
Approved	12/14/15		

SECTION	J	TITLE	STUDENTS	FILE	JEFA
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SENIOR PRIVILEGES

As part of a developing plan to encourage independent study and self-responsibility, the Board approves as policy the practice of permitting high school seniors released time from school.

The Board authorizes the Superintendent or designee to develop criteria for granting privileges to high school seniors. The criteria shall contain minimum standards for granting these privileges, shall delineate the types of privileges that may be granted, and shall delineate the terms under which privileges may be revoked.

REFERENCES

State Reference:

Policy Reference:

Adoption History

First Reading	12/14/15		
Approved	1/11/16		

SECTION	J	TITLE	STUDENTS	FILE	JEG
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EXCLUSIONS AND EXEMPTIONS FROM SCHOOL ATTENDANCE

~~The law provides for the exemption of students of compulsory school age from attendance when the child is provided with competent alternative instruction for a like period of time as would be provided by the public schools. Excuse from school is effective without board action upon filing an application with the school superintendent.~~

~~The Board may revoke a certificate of excuse, if, upon inspection by the Secretary of Education, it is shown that the student is not being taught in compliance with the standards of state law. Upon revocation of a certificate of alternative instruction, the parent or legal guardian may appeal the decision to the State Board of Education, which will conduct a hearing. The State Board's decision will be final.~~

GED PROGRAM: Students aged 16 years of age or older will be exempt from compulsory attendance provided they are enrolled in and participating in a school-based or school contracted Graduate Equivalency Degree (GED) program . The student must present written permission from the student's parent or guardian and meets one or more of the following five conditions:

1. Verification from a school administrator that the child will not graduate with the child's cohort class because of credit deficiency;
2. Authorization from a court services officer;
3. A court order requiring the child to enter the program;
4. Verification that the child is under the direction of the Department of Corrections; OR
5. Verification that the child is enrolled in Job Corps as authorized by Title I-C of the Workforce Investment Act of 1998, as amended January 1, 2009.

RELIGIOUS EXEMPTION AFTER EIGHTH GRADE: A child of compulsory school age who has successfully completed the first eight grades is excused from compulsory school attendance if:

1. The child or the parents of the child are members of a recognized church or religious denomination that objects to the regular public high school education; and
2. The recognized church or religious denomination either individually or in cooperation with another recognized church or religious denomination provides a regularly supervised program of instruction in which each child participates in learning activities appropriate to the adult

occupation that the child is likely to assume in later years.

STUDENT EXCUSED BECAUSE OF ILLNESS IN FAMILY: The School Board may excuse a child from school attendance because of serious illness in his immediate family, making his presence at home an actual necessity, or his presence in school a menace to the health of other pupils. The School Board may require the submission of medical evidence as a condition of granting an excuse pursuant to this section.

STUDENT EXCUSED TO ATTEND STATE OR NATIONALLY RECOGNIZED YOUTH EVENTS, AND WORK AS PRECINCT ELECTION OFFICIAL: A student is eligible to be counted for school attendance up to five days in a school term if an excuse from actual school attendance is requested by a parent or guardian for the purpose of attending events of state or nationally recognized youth programs of educational value or for the purpose of working as a precinct election official if the student is at least eighteen years old.

REFERENCES

State Reference:

[SDCL 13-27-3](#)

[SDCL 13-27-7](#)

[SDCL 13-27-8](#)

[SDCL 13-27-9](#)

[SDCL 13-27-1.1](#)

[SDCL 13-27-6](#)

[SDCL 13-27-6.1](#)

Policy Reference:

Adoption History

First Reading	11/23/15		
Approved	12/14/15		

SECTION	I	TITLE	INSTRUCTION	FILE	IA
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INSTRUCTIONAL GOALS

The educational program of the District will be designed to perpetuate and develop the principles and values for life in our democratic society. To this end, the Board will provide opportunities and training so students may become educated Americans who are physically strong, morally and spiritually responsible, and economically capable. Through guidance and by example, our students should develop self-confidence, self-understanding, and respect for others. They should acquire skill in solving problems they will encounter and demonstrate a desire to gain new knowledge. In substance, the aim of our schools will be to assist in the development of the complete person, recognizing that this is a shared responsibility with the home, the community, and other agencies.

To achieve these ideals, the Board recognizes the necessity of meeting the needs of the individual and the society. Thus, the curriculum must be flexible and adapted to individual abilities and differences. It must also be adjustable to changing conditions in order that our students may be academically, physically, socially, and morally prepared to progress.

The Board recognizes its responsibility to develop an educational program that will provide:

1. An environment in which the individual student is prepared to fulfill his or her moral, social, political, economic, and cultural responsibilities to the community, nation and world;
2. Attention to the development and practice in the fundamental skills of reading, writing, speaking, listening, observing and reasoning, and numeracy;
3. School experiences in democratic living to enable a student to hold, to share, cooperate, and assume responsibility in family living and in society;
4. Opportunities for acquiring an understanding of the principles of physical health and safety, which will carry over to the student's daily life;
5. An appreciation and knowledge of the cultural, scientific, and ethical aspects of our society.
6. An educational atmosphere that will enhance the student's mental, emotional, and social development.

The Board recognizes its obligation to provide the necessary equipment, instructional materials, and staff to facilitate the implementation of this philosophy.

REFERENCES

State Reference:

Policy Reference:

AD

Adoption History	
First Reading	08/24/15
Approved	09/14/15

SECTION	I	TITLE	INSTRUCTION	FILE	IB
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ACADEMIC FREEDOM

Academic freedom may be defined as the right of qualified scholars in their own field of expertise to pursue the search for truth in its many forms, and to make public their methods and findings. It is the right of qualified teachers to encourage freedom of discussion of controversial questions in the classroom, and to develop in students a love of knowledge and a desire to search for truth. The teachers should keep in mind that academic freedom is not a guaranteed political right, but rather a necessary condition for the successful practice of the academic profession in a free society.

The Board believes however, that academic freedom also carries with it academic responsibility, which is determined by the basic ideals, goals, and institutions of the local community as they are expressed in the goals and objectives of the school district.

As a consequence of its responsibility to guarantee academic freedom to both students and teachers, the Board expects that:

1. All classroom studies will be curriculum-related, and will be presented factually, objectively, and impartially.
2. Teachers will create and maintain an atmosphere of open-mindedness and tolerance.
3. Teachers will not attempt directly or indirectly to limit or control the students' judgment concerning any issue, but will make certain that full and fair consideration is given to the subject and that facts are carefully examined as to their accuracy and interpretation.

While the Board intends to protect teachers from any undue restraint that interferes with their classroom duties, the ultimate responsibility for determining curriculum, textbooks, and teaching methods must rest with the Board. It also expects that when controversial issues are presented, the maturity and intellectual grasp of students will be taken into account.

REFERENCES

State Reference:

Policy Reference:

INB

Adoption History	
First Reading	08/24/15
Approved	09/14/15

SECTION	I	TITLE	INSTRUCTION	FILE	IC
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SCHOOL YEAR – SCHOOL CALENDAR

The school calendar for the ensuing year will be prepared by the Superintendent and submitted to the Board for approval prior to July 1 of each year. The school calendar will meet or exceed the minimum number of instructional days required by law.

The calendar sets forth the days schools will be in session, holidays and vacation periods, in-service training days, teacher orientation days, and days of reports to parents, and other such designations as the Superintendent or Board deems appropriate.

REFERENCES

State Reference:

- SDCL 13-26-1
- SDCL 13-26-17
- SDCL 13-26-2
- SDCL 13-26-4
- SDCL 13-26-4.1
- SDCL 13-26-9

Policy Reference:

Adoption History

First Reading	08/24/15
Approved	09/14/15

DOUGLAS SCHOOL DISTRICT
Board Policy
REVIEW

SECTION	I	TITLE	INSTRUCTION	FILE	ID
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SCHOOL DAY

It is the responsibility of the Board to establish the beginning and dismissal times at the various school levels. These hours will satisfy the time requirements established by state law.

The administration is authorized to make minor changes in opening and closing times to facilitate the scheduling of transportation; however, any major changes in schedules are subject to Board approval.

REFERENCES

State Reference:
SDCL 13-26-1

Policy Reference:

Adoption History

First Reading	08/24/15
Approved	09/14/15

SECTION	I	TITLE	INSTRUCTION	FILE	IF
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CURRICULUM DEVELOPMENT

Final decisions regarding curriculum in the Douglas School District will be determined by the Board of Education. In the daily operation of the Douglas Schools, however, the Board of Education authorizes the Superintendent **and** his/her ~~Assistant Superintendent, and designated staff~~ **designee** to review the curriculum and to advise the Board on curriculum changes.

The Board of Education recognizes the need for ongoing curriculum review, development, and alignment in order to meet the needs of the students at Douglas. We live in a changing world and if the school is to present a relevant curriculum, the curriculum must be continually studied and aligned in order to meet student needs.

In making curriculum decisions, there will be input from people with diverse points of view. The Curriculum Coordinating Committee will serve as the umbrella committee for curriculum in the District. Each discipline will have ~~a Subject Area Committee (SAC)~~ **an established committee** to study, research, review, and align existing curricula and plan for future curricular needs. **The** Curriculum Coordinating Committee will have representation from all grade levels, students, special education, and parents. Community members may be included if available for all curriculum committees.

It is the intent of the Board of Education that there be quality curriculum offerings with a continued focus on the basic skills, and State standards. That focus, however, should not restrict the Douglas Schools from offering quality programs that meet the cognitive, emotional, and psychomotor needs of Douglas students and that each student is challenged to meet their fullest academic potential throughout the curriculum.

It is also the intent of the Board of Education that the curriculum:

1. contain the courses that support student achievement of course and graduation requirements set by the South Dakota Department of Education,
2. provide for the learning of ALL students,
3. be free of racial, gender, or religious bias and age discrimination.
4. support and extend understanding of our global society.
5. present various viewpoints on many subjects that will motivate students to think critically and creatively,
6. ~~will~~ encourage individual uniqueness directed toward responsible behavior and lifelong learning.

7. utilize technology tools to enhance the curriculum's and develop digital citizenship.

REFERENCES

State Reference:

Policy Reference:

Adoption History

First Reading	08/18/81
Approved	09/10/81
First Reading - Revisions	11/26/91
Approved - Revisions	01/14/92
First Reading - Revisions	08/12/02
Approved – Revision	08/26/02
First Reading – Revision	08/24/15
Approved – Revision	09/14/15

SECTION	I	TITLE	INSTRUCTION	FILE	IG
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CURRICULUM MODEL

Curriculum is a constantly changing activity in the public and private schools of our nation. To accommodate the social changes of our world; to accommodate on-going improvements in our learning experiences; to provide stability for students in the learning process; and to provide basic education as well as exploratory education experiences in the school district, the School Board authorizes the Superintendent of Schools **and/or their designee** to develop a system which will assure that curriculum is properly implemented, maintained, and evaluated for all subjects offered.

REFERENCES

State Reference:

Policy Reference:

Adoption History

First Reading	08/17/78
Approved	09/13/78
First Reading - Revision	10/11/93
Approved - Revision	10/25/93
First Reading – Revision	06/30/16
Approved	07/14/16

SECTION	I	TITLE	INSTRUCTION	FILE	IG - R
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CURRICULUM MODEL

The following regulations direct implementation of the Curriculum Model.

1. The curriculum model includes a section on goal setting, data collection, present programs identification, present programs analysis, improvement plan development, appropriate materials acquisition, implementation procedure construction and reporting procedure definition.
2. The Curriculum Coordinating Committee will evaluate and present approved recommendations by subject area committees to the school board for approval.
3. **The** school community will participate in the curriculum design.
4. Curriculum study and adoption rotations will follow the model schedule.
5. District Curriculum Coordinating Committee members are selected from each building.
6. District subject area committees will function with a selected chairperson. The chair- person will coordinate committee activities, report to administration, curriculum coordinating committee and buildings.
7. District personnel will pursue grants that supplement the District’s Curriculum.

Board Approved 7/14/16

REFERENCES

State Reference:

Policy Reference:

Adoption History

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SECTION	I	TITLE	INSTRUCTION	FILE	IGAA
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CITIZENSHIP EDUCATION

It is a prime responsibility of the District to help students understand, appreciate, and feel a responsibility to perpetuate our American heritage, customs, traditions, and ideals. Therefore, the Board directs that students will be instructed in the history and the Constitution of the United States, the history and constitution of the state of South Dakota, and the general principles of free government so they can comprehend the rights, duties, and dignity of American citizenship. Also, students will be instructed on the proper manner to honor, respect, and display the flag of the United States.

The following citizenship education activities will be made available at the appropriate grade level on a regular basis:

1. Learning and reciting the Pledge of Allegiance;
2. Learning and singing a variety of patriotic songs, including the National Anthem;
3. Listening to or reading stories about famous and/or historical facts or events;
4. Participating in student government activities;
5. Participating in a wide variety of local, state, and national government classroom simulations that include, but are not limited to, mock elections, mock trials, and/or mock legislatures;
6. Participating in patriotic exercises and observances in the classroom and/or in conjunction with school programs and events deemed appropriate for the occasion;
7. Participating in any other activity that will lead to making students aware of their responsibility for the preservation of a free and democratic society as citizens of the United States.

Individual staff members who wish to provide a citizenship program different from the activities outlined above should submit such programs in writing to the building administrator in charge of instruction.

REFERENCES

- State Reference:**
SDCL 13-24-17
SDCL 13-24-17.2
SDCL 13-24-23
SDCL 13-24-24
SDCL 13-33-4

Policy Reference:

KJ

Adoption History

First Reading	08/24/15
Approved	09/14/15

SECTION	I	TITLE	INSTRUCTION	FILE	IGAB
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HUMAN RELATIONS EDUCATION – MORAL AND CHARACTER INSTRUCTION

Although the home and other community institutions play an important role in contributing to the moral attitude of students, the Board recognizes that the schools may also influence a student's attitude and thinking.

The District will provide special character instruction intended to impress upon the minds of students the importance of truthfulness, temperance, purity, self discipline, self respect, sexual abstinence, AIDS instruction, public spirit, patriotism, citizenship, respect for honest labor, obedience to parents, respect for the contributions of minority and ethnic groups to the heritage of South Dakota, regard for the elderly and respect for authority.

In developing curriculum for various courses, the Superintendent and the professional staff will keep in mind lessons, which can contribute to the character instruction of the students. In addition, through the performance of their own activities staff members should keep in mind that they serve as role models for the students, and instruct students in these areas.

The Board will encourage parents and other community members to join them in providing guidance to students to enable them to develop their own code of ethics.

REFERENCES

State Reference:
 SDCL 13-33-6.1

Policy Reference:

Adoption History

First Reading	08/24/15
Approved	09/14/15

SECTION	I	TITLE	INSTRUCTION	FILE	IGABA
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STAFF AIDS EDUCATION PLAN

All K-12 certified staff will receive AIDS Education In-service Training to become more acquainted with effective teaching strategies that relate specifically to the AIDS Prevention through Education curriculum.

In addition to the above, certified staff in grades K-12 will also receive all factual, scientific and updated information provided by the South Dakota Department of Education and/or the South Dakota Department of Health.

The District's classified staff will receive all appropriate factual, scientific and updated AIDS information provided by the Department of Education and/or the Department of Health.

REFERENCES

State Reference:
 SDCL 13-33-6.1

Policy Reference:

Adoption History

First Reading	08/24/15
Approved	09/14/15

SECTION	I	TITLE	INSTRUCTION	FILE	IGAC
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TEACHING ABOUT RELIGION

The Board recognizes that religious education is the responsibility of the home and church. Within the school district, neither the Board nor any of its employees will promote any particular religious belief or non-belief. All students and staff members will be encouraged to appreciate and be tolerant of an individual's religious views. In the spirit of tolerance, students and staff members may be excused from participating in school activities—such as holiday assembly programs—which may be contrary to their religious beliefs.

The Board, however, realizes the importance of religion in history, culture, and the arts cannot be ignored and should have a place in education. A distinction will be made, however, between the studies as part of the curriculum and the celebration of religious holidays in a manner that is devotional, or doctrinal, or both. The distinction rests on whether the purpose or effect of such practices is the advancement of religion.

The Superintendent will develop administrative regulations that will include guidelines which are in consonance with the philosophy that religion in the schools must be educational in nature, and that the schools must be sensitive to all beliefs.

REFERENCES

State Reference:
 SDCL 13-33-9

Policy Reference:

Adoption History

First Reading	08/24/15
Approved	09/14/15

SECTION	I	TITLE	INSTRUCTION	FILE	IGAD
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GENERAL AND SPECIFIC OCCUPATIONAL EDUCATION

Consistent with its commitment to meet the instructional needs of students, the Board recognizes that the goal of general and specific occupational education is to develop productive citizens. In meeting this goal, it is essential to provide the district's students with necessary decision-making and job-entry level skills.

General and specific occupational education will be an integral part of the general curriculum in the high school, and also will be provided for post-secondary and adult students. The rules and regulations for carrying out an efficient general and specific occupational program will be in accordance with those established by the State Board of Education. The program will be geared to technological and economic conditions and changes and, as a core component of comprehensive education, will share with other aspects of the high school curriculum the purpose of development of character and attitudes as well as skills.

In an effort to meet the general and specific occupational training needs of regular high school students, adults, post-secondary students, and others identified by their needs, the district may provide programs in the following educational areas:

1. Agricultural;
2. Business and Office;
3. Marketing Education;
4. Health Occupations;
5. Family and Consumer Science;
6. Trade and Industrial;
7. Technology Education.

Guidance and counseling services will be provided each general and specific occupational student throughout the program and at the time for placement in the chosen career.

REFERENCES

State Reference:
SDCL 13-39

Policy Reference:

Adoption History	
First Reading	08/24/15
Approved	09/14/15

SECTION	I	TITLE	INSTRUCTION	FILE	IGAG
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CHEMICAL ABUSE PREVENTION PROGRAM

The Douglas School Board believes that drug use/abuse is a serious health problem and that education has a central role in establishing patterns of behavior related to a healthy, drug free lifestyle. The School Board offers an age appropriate, developmentally based education and prevention program for alcohol, tobacco, other drugs, and materials/substances which affect psychological and physiological functions. The program will address the legal, social and health consequences of alcohol, tobacco and other drug use. The program will convey to students that the use of alcohol, tobacco and other drugs is wrong and harmful. It will provide information about decision making and techniques for effective resistance to peer pressure to use alcohol, tobacco and other drugs. The program is provided to all students from early childhood through grade 12.

The Douglas School Board supports a student assistance program to assist in the early identification, referral, and aftercare of students who are experiencing problems related to drug use/abuse.

The Douglas School Board supports training of teachers, counselors and other staff members to educate students and the community about drug use and misuse. The staff will receive training in the identification of drug use problems and available resources.

The District program will be reviewed biennially to determine its effectiveness and to implement changes in the program as needed.

REFERENCES

State Reference:

Policy Reference:

Adoption History

First Reading	11/08/93
Second Reading	01/10/94
Approved	01/24/94

SECTION	I	TITLE	INSTRUCTION	FILE	IGAH
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FAMILY LIFE AND SEX EDUCATION

The Board believes that the purpose of family life and sex education is to help students acquire factual knowledge, attitudes, and values that will result in behavior that contributes to the well-being of the individual, the family, and society.

Helping students attain a mature and responsible attitude toward human sexuality is a continuous task of every generation. Parents have the prime responsibility to assist their children in developing moral values. The schools should support and supplement parents' efforts in these areas by offering students factual information and opportunities to discuss concerns, issues, and attitudes inherent in family life and sexual behavior, including traditional moral values.

In addition to the requirements listed below, the customary policies and regulations concerning the approval of new curriculum content, units, and materials will apply to any course(s) dealing with family life and sex education offered by the District:

1. Instructional materials to be used in family life and sex education will be available for review by the parent or guardian during school hours.
2. If, after review of materials used and a conference with the instructor and principal, a parent requests that his child not participate in a given aspect of the course, an alternate educational assignment will be arranged for the student with the approval of the principal.
3. Teachers who provide instruction in family life and sex education will have professional preparation in the subject area, either through pre-service or in-service education.

REFERENCES

State Reference:
SDCL 13-33-6.1

Policy Reference:

Adoption History

First Reading	08/24/15
Approved	09/14/15

SECTION	I	TITLE	INSTRUCTION	FILE	IGAJ
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WELLNESS

To support its mission, the District will provide an environment that cultivates maximum student potential. Nutrition influences a child's development, health, well-being and potential for learning. To afford students the opportunity to fully participate in the educational process, students must attend school with minds and bodies ready to take advantage of their learning environment. This district-wide nutrition policy encourages all members of the school community to create an environment that supports lifelong healthy eating habits. Decisions made in all school programming need to reflect and encourage positive nutrition messages and healthy food choices.

The policy of the school district is to:

- Provide a positive environment and appropriate knowledge regarding food.
- Ensure that all students have access to healthy food choices during school and at school functions.
- Provide a pleasant eating environment for students and staff.
- Allow a minimum of 20 minutes for students to eat lunch and socialize in the designated cafeteria area.
- Enable all students, through a comprehensive curriculum, to acquire the knowledge and skills necessary to make healthy food choices for a lifetime.

When using food as a part of class or student incentive programs, staff and students are encouraged to utilize healthy, nutritious food choices.

When curricular-based food experiences are planned, staff and students are encouraged to seek out good nutrition choices whenever appropriate.

Reduce student access to foods of minimal nutritional value.

- In keeping with contractual obligations to the National School Lunch/Breakfast programs, ensure the integrity of the school lunch program by prohibiting food and beverage sales that are in direct conflict with the lunch/breakfast programs.
- Encourage the practice of good nutrition by reducing the sale or distribution of foods of minimal nutritional value through a four-year plan that focuses on:
 - Reducing access to non-nutritional foods.
 - Educating students about healthy foods.
 - Selective pricing that favors sales of healthy foods.

To accomplish these goals:

- Child Nutrition Programs comply with federal, state and local requirements.
- Child Nutrition Programs are accessible to all children.
- Sequential and interdisciplinary nutrition education is provided and promoted.
- Patterns of meaningful physical activity connect to students' lives outside of physical education.
- All school-based activities are consistent with local wellness policy goals.
- All foods and beverages made available on campus (including vending, concessions, a la carte, student stores, parties, and fundraising) during the school day are consistent with the current Dietary Guidelines for Americans.
- All foods made available on campus adhere to food safety and security guidelines.
- The school environment is safe, comfortable, pleasing, and allows ample time and space for eating meals. Food and/or physical activity is not used as a reward or punishment

REFERENCES

State Reference:

42 USC Chap 13
42 USC Chap 13A
7 CFR 210.1-210.31
7 CFR 220.1-220.21

Policy Reference:

Adoption History

First Reading	08/24/15
Approved	09/14/15

SECTION	I	TITLE	INSTRUCTION	FILE	IGBA
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PROGRAMS FOR CHILDREN WITH DISABILITIES

~~In keeping with the philosophy that a public school system is responsible for the education of all children within the community and, further, that every child is entitled to equal education opportunity, the Board will provide programs and services designed to meet the individual needs of children with disabilities, birth through 21.~~

~~The ultimate goal of these programs will be to have children with disabilities become self-sufficient and to increase their life options and opportunities for personal liberty, happiness, and participation in our society.~~

~~Seeking out young children with disabilities so that they may receive special instruction in early childhood is part of this responsibility. The purpose of identifying these and older children and their disabilities is not to categorize them, but to determine and provide the most appropriate education and related service possible for each one.~~

~~The Board believes that most children with disabilities can be educated in the regular school program if they are given special instruction, accommodations, and the support they need. These children should also be given opportunity to participate in the school's nonacademic and extracurricular activities.~~

~~However, the Board recognizes that the needs of certain children are so great that special programs, special classes, or special schools may be necessary. When appropriate programs, services, or facilities are not possible within the district's schools, the district will provide these children with access to programs where such instruction and accommodations are available.~~

~~It is the desire of the Board that the schools work closely with parents in designing and providing programs and services to children with disabilities. Parents must be informed, and conferred with, whenever a child is referred for a comprehensive evaluation of a diagnosis of disability. In event of any disagreement concerning diagnosis, program plan, special placement, or evaluation, the parents must be accorded the right of due process. The schools must also obtain parental consent before releasing the child's records to anyone other than a school official or under the guidelines outlined in Board Policy JO—Student Records.~~

~~The Board will secure properly trained personnel to work with children with disabilities. The financial commitment necessary to meet the needs of all children with disabilities is extensive, and~~

~~the Board, in accordance with state law, will include an amount in the district tax levy, which will be earmarked as the special education fund, to meet the needs of children who require special or prolonged assistance. In addition, the Board will seek other available funding for these programs.~~

~~**DEVELOPMENT OF AN INDIVIDUAL EDUCATION PROGRAM (IEP)**~~

~~A local placement committee will be comprised of parents, the child when appropriate, the Superintendent or designee, a regular classroom teacher receiving or referring a child, an educator from the field of special education, and, if necessary, an evaluator to interpret the multidisciplinary data. This committee will be responsible for the identification, evaluation, design of an individual education program (IEP), and for placement and evaluation procedures for any eligible child with a disability. All procedures will be in accordance with federal and state requirements.~~

~~The individual education plan will be developed in accordance with each child's individual needs and be determined by the local placement committee. The plan will provide for frequent review of the child's needs, progress, and of the effectiveness of the program being offered.~~

~~The local placement committee will base its decision as to whether to place a child in a regular classroom, or in a special program, class, or school on the best interests of the child. However, the needs of other children in the school will also be considered.~~

In keeping with the philosophy that a public school system is responsible for the education of all children within the community and, further, that every child is entitled to equal education opportunity, the Board will provide programs and services designed to meet the individual needs of children with disabilities, birth through 21.

The ultimate goal of these programs will be to have children with disabilities become as self-sufficient as their permits and to increase their life options and opportunities for personal liberty, happiness, and participation in our society. Identifying young children with disabilities in order that they may receive special education and related services is part of this responsibility.

The District will work with parents in designing and providing programs and services to children with disabilities. Parents must be informed, and give consent prior to a comprehensive evaluation of a diagnosis of learning disability or other disability. In event of any disagreement concerning diagnosis, program plan, special placement, or evaluation, the parents must be accorded the right of due process.

DEVELOPMENT OF AN INDIVIDUAL EDUCATION PROGRAM (IEP)

A local placement committee will be comprised of parents, the child when appropriate, the Superintendent or designee, a regular classroom teacher receiving or referring a child, an educator from the field of special education, and, if necessary, an evaluator to interpret the multidisciplinary data. This committee will be responsible for development of the student's individual education program (IEP) and

placement. All procedures will be in accordance with federal and state requirements.

OUT-OF-DISTRICT PLACEMENT

A child in need of special education or special education and related services assigned to and enrolled in an approved out of district special education residential or tuition day program through an individualized education program (IEP) has school residence in the school district making the assignment. The fiscal responsibility of the school district making the assignment continues until the end of the school fiscal year or until the child's parent or guardian enrolls the child in another school district, the child participates in the new school district's special education program, the new school district conducts a placement committee meeting, a new individualized educational program for the child is adopted, and the child's placement is changed.

REFERENCES

State Reference:

ARSD 24:05 13-25

SDCL 13-28-9.1

SDCL 13-37

Federal

CFR Title 34 Part 104

CRF Title 24 Part 300

USC Title 20 Chapter 33

USC Title 29 794

USC Title 42 Chapter 126

Policy Reference:

Adoption History

First Reading	11/9/15
Approved	11/23/15

SECTION	I	TITLE	INSTRUCTION	FILE	IGBB
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~~PROGRAMS FOR GIFTED STUDENTS~~ **STUDENT ACCELERATION PRACTICES**

~~The Douglas School District seeks to design and provide a gifted program in grades K-12, which will:~~

- ~~1. enhance each gifted child's self image;~~
- ~~2. encourage each gifted child to develop positive social relationships; and~~
- ~~3. place no limitation on each gifted child's unique potential.~~

~~Students with gifts and talents are children in grades K-12 of the Douglas School District who have superior ability or potential for accomplishment and whose educational needs require modification of the regular curriculum. Such ability or potential may be demonstrated in any of the following areas or in combination:~~

- ~~1. general intellectual ability; and/or~~
- ~~2. specific academic aptitude.~~

~~The parent or legal guardian of any gifted student must grant his/her consent as a prerequisite for the student's participation in the program for the gifted.~~

Douglas School District is committed to providing acceleration opportunities for students who demonstrate high performance in core academic areas and/or who exhibit unique academic, cognitive, and social needs.

Examples of acceleration possible for Douglas Students include but are not limited to:

- 1. Subject Acceleration: Students advance to higher-level courses in specific subjects based on their mastery of content.**
- 2. Grade Acceleration: Students skip one or more grades to join a class at a higher grade level that matches their academic abilities.**
- 3. Dual Enrollment: High school students enroll in college-level courses, either on campus or online, to earn both high school and college credits simultaneously. .**
- 4. Advanced Placement (AP): Students enroll in rigorous college-level courses in high school, culminating in exams for college credit.**
- 5. Early Entrance to Kindergarten or College: Exceptionally gifted students may enter kindergarten earlier than the typical age requirement or enroll in college before completing high school, provided they meet academic and social readiness criteria.**

6. **Virtual Learning:** Students access additional online courses or virtual classrooms to accelerate their learning pace or pursue advanced coursework not available at their current school.
7. **Enrichment Opportunities:** Students participate in extracurricular activities, summer programs, or specialized academies to deepen their knowledge and skills in specific areas of interest, such as STEM, arts, or humanities.
8. **Mentorship Programs:** Students are paired with mentors, professionals, or experts in their field of interest to receive personalized guidance, instruction, and opportunities for accelerated learning and skill development.
9. **Flexible Pacing:** Students have the flexibility to progress through curriculum materials at their own pace, allowing them to accelerate through content they master quickly while receiving additional support in areas where they need more time and assistance.

REFERENCES

State Reference:

Policy Reference:

Adoption History

First Reading	10/01/15
Approved	10/13/15

POSITION TITLE & DETAILS			
TITLE	SCHOOL NURSE		
WORK DAYS	188	REPORTS TO	Executive Director of Operational Support Services / Director of Special Services / Building Principals
SALARY SCHEDULE	Per Classified Handbook	SUPERVISES	None
GROUP	Classified	EVALUATION	By director of special services/Building Principals/ Executive Director of Operational Support Services, using adopted district process
FUNCTIONS	School nursing, a specialized practice of nursing, protects and promotes student health, facilitates optimal development, and advances academic success. School nurses, grounded in ethical and evidence-based practice, are the leaders who bridge health care and education, provide care coordination, advocate for quality student-centered care, and collaborate to design systems that allow individuals and communities to develop their full potential. School nurses strengthen and facilitate the educational process by improving and protecting the health status of children and assistance in the removal or modification of health related barriers to the learning process. The major focus of school nursing services is the prevention of illness and disability, and the early detection and correction of health problems.		

MINIMUM REQUIREMENTS	
EDUCATION	Registered Nurse
CERTIFICATIONS / LICENSE	South Dakota RN Licensure, Basic Life Support (BLS) Certification
WORK EXPERIENCE	Two years school nursing experience preferred

DUTIES AND RESPONSIBILITIES
<p>The mission of the Douglas School District is to create an environment that will foster the growth, development, and educational achievement of all students by promoting health and wellness in a safe supportive environment.</p> <p>Health Assessment and Care Management:</p> <ul style="list-style-type: none"> • Provide and Promote Health Assessments • Obtain health and developmental history • Screen and evaluate findings in vision, dental, height, weight, etc. • Observe children for development and health patterns • Identify abnormal health findings and initiate referral • Maintain daily logs of health care provided to students • Develop and implement Care Plans • Interpret the health status of pupils to parent/guardian and school personnel • Recommend and help implement modification of school programs to meet students' health needs • Utilize existing health resources to provide appropriate care of students • Develop procedures for crisis intervention for acute illness, injury, and emotional disturbances <p>Student Services and Collaboration:</p> <ul style="list-style-type: none"> • Participates in planning meetings regarding student services

- Serve as health team specialist on the child education evaluation team
- Assist in the development of Individual Education Plans (IEP), Section 504 plans, or Individual Health Plans (IHP)
- Promote and assist in the control of communicable diseases through preventative immunization requirements, early detection, surveillance, and reporting of contagious diseases

Health Education and Advisory:

- Provide Health Education
- Educate parent/guardian on skills as they relate to development and health needs of children
- Provide direct health education to assist students/families in making decisions on health and lifestyles
- Counsel with students concerning hygiene/puberty, communicable diseases, pregnancy, sexually transmitted diseases, mental health issues, and substance abuse
- Manage and educate students/families with Type I diabetes

Administrative Duties and Compliance:

- Maintain, Evaluate, and Interpret Cumulative Health Data
- Enforcement of state laws and district policies regarding student immunizations
- Implement Medication Administration training program
- Provide basic first aid services as needed
- Order and maintain inventory of nursing supplies
- Maintain AED/equipment to ensure proper operation
- Report any suspected child abuse cases through appropriate channels
- Ensure field trip bags are adequately prepared and health concerns addressed
- Monitor and comply with federal, state, and district policies and procedures

Professionalism and Ethical Considerations:

- Maintain confidentiality as per applicable laws (HIPPA, FERPA)
- Maintain appropriate documentation of all student health visits and/or conversations
- Communicate effectively with students, staff, and parents
- Participate in in-service activities
- Have a working knowledge of Douglas Philosophy
- Serve as a liaison person between the home, school, and community
- Prioritize the importance of continuing education and professional development.

PROFESSIONAL CHARACTERISTICS

- Strong work ethic
- Positive Attitude
- Empathetic
- Self-Motivated
- Team Oriented
- Professional
- Flexible