

DOUGLAS SCHOOL DISTRICT  
BOARD OF EDUCATION

**AGENDA**

**Monday, January 13, 2025**

**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/98418363648?pwd=y4O49X0rduEtcyVz5zTA4Gz0a753Xh.1>  
Meeting ID: 984 1836 3648  
Passcode: 843790

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:
4. Review of Board Working Agreements:
  - We ask
  - We learn
  - We lead
- 5.
6. Public Forum:
7. Approval of Agenda:
8. Approve Consent Agenda.
  - A. Approval Regular Meeting Minutes for December 9, 2024.
  - B. Approve Financial Reports
  - C. Approve Personnel Action

- D. Approve the Purchases and Issuing of Accounts Payable and Payroll
- E. Approve Conflict Disclosures and Waiver Authorizations Pursuant to SDCL 3-23-3
- F. Approve Viewboard, LiveScan and Gym Floor Purchases,
- G. Approve Memorandum of Understanding between the Great Plains Tribal Leaders Health Board and Douglas School District.

9. Items Removed From Consent Agenda

10. Elementary and Secondary Curriculum and Instruction Items:

11. Superintendent Items:

- A. Approve Student Assignment Request as recommended for the 2024-25 school year.

12. Fiscal Resources Items:

- A. BE IT RESOLVED that the Douglas Board of Education, in accordance with Board Policy BBB, hereby sets the Douglas School District Board Election for June 3, 2025. Polls will be open from 7:00 am until 7:00 pm.

13. Operational Support Services Items:

- A. Approve School Resource Officer MOU with the City of Box Elder
- B. Approve Second Reading of Revised Board Policy DLC - Expense Reimbursements.
- C. Approve Second Reading of Revised Board Policy DN - School Properties Disposal Procedure.
- D. Approve First Reading of Revised Board Policy AF - Dangerous Weapons in the Schools
- E. Approve First Reading of Revised Board Policy DK - Payment Procedures
- F. Informational Reading of Revised Board Policy GCDB - Criminal Background Checks.
- G. Informational Reading of Revised Board Policy IKF-R - Required Courses
- H. Approve TOSA, Student Success Coach Job Description

14. Reports:

- A. Superintendent:

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

1. Military Report:

15. Upcoming Calendar Events:

January 20 - Holiday - No School

January 27 - BOE Meeting, 5:00 pm

February 10 - BOE Meeting, 5:00 pm

Week of February 10 - Parent-Teacher Conferences

16. Executive Session for student hearing per SDCL 1-25-2.2.

17. Action as a result of Executive Session.

18. Executive Session to Prepare for Superintendent's Evaluation according to SDCL 1-25-2.1.

19. Adjournment

SECTION	<b>B</b>	TITLE	<b>Board Governance and Operations</b>	FILE	<b>BDDH</b>
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**Public Participation at Board Meetings**

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

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

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

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

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

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

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

are disrespectful to one or more persons, and shall not use profanity.

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

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

1. Agenda and Non Agenda Items:

- a. Before the meeting is called to order, an individual who desires to speak at a school board meeting must in writing inform the Superintendent, the Business Manager or the Board President of the person's desire to speak and the topic upon which the person intends to speak. The requesting party must sign a form (prepared by the school district) with their name, address, email and topic to be addressed. Individuals attending virtually and desiring to speak during public forum, should email their request to the superintendent's office, including all identifying information, by noon the day of the meeting.
- b. During the time designated for Public Forum, the Board President will recognize the person who signed up to speak and the person may speak on the topic according to the rules set forth in this policy
- c. A speaker shall be granted 5 minutes to present comments to the school board. Upon receiving a request for an extension of time from the speaker, the school board, upon a motion being made and passed by a majority of school board members present and voting, may grant an additional amount of time not to exceed 5 minutes. Additional extensions may be granted only upon a two-thirds vote of school board members present and voting.
- d. Should a number of persons wish to address the school board on the same agenda item, or should the comments become repetitious, the School Board President, in the President's sole discretion, may shorten the time for comments to two minutes per person in order that persons wishing to address the school board may be heard and still allow the school board sufficient time to conduct its agenda business.

2. Adding an Item to the School Board Meeting Agenda in Order to Request Specific School Board Action:

- a. Any person or delegation (with one person being the spokesperson for the delegation) making a specific request to the school board which would require formal action by the school board must present a written request to the Superintendent for the item to be placed on the school board meeting proposed agenda. The written request must be submitted to the Superintendent at least five calendar days before the school board meeting.
- b. The specific request to add an item to the agenda shall clearly identify what is being requested and why, signed by the person making the request, and include the person's name, address, email and telephone number.
- c. The Superintendent will forward the request to the School Board President and the Board President will decide whether the item will be placed on the proposed agenda. Whether any item is to be addressed at the school board meeting is determined by a majority of school

board members at the beginning of the school board meeting when the school board adopts the proposed agenda as printed or adopted after being modified.

- d. If the item on the meeting agenda is adopted by the school board, the person or spokesperson for the delegation who has submitted the request for specific school board action will be granted 10 minutes to explain the request to the school board. Upon receiving a request for an extension of time from the speaker, the school board, upon a motion being made and passed by the majority of school board members present, may grant an additional amount of time not to exceed 5 minutes. Additional extensions may be granted only upon a two-thirds vote of school board members present and voting.
- e. In the sole discretion of the school board, requests to the school board for specific action submitted after the proposed agenda has been posted may be:
  - deferred until the next regular meeting or a special school board meeting, or
  - added to the meeting agenda for discussion purposes only, or
  - added to the agenda for discussion and possible action.

### 3. Authority of Presiding Officer:

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

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

## REFERENCES

### State Reference:

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

### Policy Cross Reference:

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

**Adoption History**

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

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

DATE \_\_\_\_\_

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

Please print legibly.

	<b>Name &amp; Address</b>	<b>Email &amp; Phone #</b>	<b>Topic / Item #</b>
1			
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SECTION	<b>B</b>	TITLE	<b>Board Governance and Operations</b>	FILE	<b>BDDH-E(2)</b>
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**Introduction to Public Forum**

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

This is the time for the Public Forum.

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

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

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

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

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

Adopted: 3/14/2022

MINUTES  
DOUGLAS SCHOOL DISTRICT  
BOARD OF EDUCATION MEETING

Monday, December 9, 2024

The Douglas School District No. 51-1 Board of Education held a Regular meeting on Monday, December 9, 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. Paul Koecher: Associate Board Member, Present.

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

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

There was nothing for public forum.

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

Motion to approve the consent agenda, Items 7A-7F. This motion, made by Amy McGovern and seconded by Chris Misselt, Carried.

Approved Regular Board Meeting Minutes for November 25, 2024.

Approved Personnel Action for December 9, 2024. (Attachment)

Approved the Purchases and Issue of Accounts Payable and November Payroll Reports. (Attachments)

Approved thirteen (13) high school students for early graduation (graduation in fewer than eight semesters), pending successful completion of all required classes and credits.

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

Approved declaring library books as surplus (surplus for sale or discard).

**Superintendent Items:**

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

BE IT RESOLVED THAT the Douglas School Board hereby recognizes and commends **Dawn Beltran** on the occasion of her retirement. For twenty-three years, Dawn faithfully served the Douglas School District 51-1, dedicating herself to the

success of its staff and students.

It is with great sadness that we also acknowledge Dawn's passing on December 2nd, following her courageous battle with ALS. Her planned recognition for retirement now becomes a tribute to her life, work, and countless lives she touched in the Douglas School District and beyond.

Dawn's contributions to our community are immeasurable. She was a beloved colleague, mentor, and friend whose positive spirit and unwavering commitment will never be forgotten. While her loss is deeply felt, we are grateful for the time she spent with us and will carry forward her legacy with pride and purpose.

Our thoughts and prayers remain with her family, friends, colleagues, and the many students whose lives she shaped. We were truly blessed to have her as a part of our District team, and we will continue to honor her memory.

### **Education Savings Plan and School Voucher Program Update.**

Superintendent Kevin Case explained that during the Governor's Budget address, she rolled out what she is calling Education Savings Accounts, which is just another fancy name for Vouchers. She is proposing 4 million dollars for this initiative. He wanted to take a moment to make sure board members were aware of the proposals. This is the first of several measures along this line that we continue to see each year during the legislative session. This is informational only at this point. Also included is a sample resolution that ASBSD has prepared for districts to oppose school voucher proposals.

Reviewed Superintendent Evaluation Timeline:

- December 16, 2024 - Individual BOE Member Evaluations Due to Jackie
- January 6, 2025 - Individual Evaluations and Comments Compiled in 1 Document
- January 13, 2025 - BOE Review Superintendent Evaluation - Executive Session
- January 27, 2025 - BOE Final Review/Edit Superintendent Evaluation - Executive Session
- February 10, 2025 - BOE/Superintendent Evaluation Discussion - Executive Session

### **Fiscal Resources Items:**

Hear report and acknowledge receipt of FY2024 Audit Report conducted by Ketel Thorstensen, LLP. This motion, made by Ben Frerichs and seconded by Chris Misselt, Carried.

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

Motion to Approve First Readings of Items 12A & 12B. This motion, made by Ben Frerichs and seconded by Chris Misselt, Carried.

Revised Board Policy DLC - Expense Reimbursements  
Revised Board Policy DN - School Properties Disposal Procedure

Information Reading of the following Board Policies:

Revised/Renamed Board Policy AF - Dangerous Weapons in the Schools  
Revised Board Policy DK - Fiscal Management

**Reports:**

Superintendent Kevin Case gave an update on the work directed by Studer. The January 6th PD day will be an important part on how all the puzzle pieces fit together. He plans to have some teachers/staff at the next board meeting to share their experiences with Studer.

Committee Reports from Board Members and Comments from Associate Board Members

Tanya Gray and Amy McGovern reported they would both be attending the Black Hills Special Services Christmas Party on December 13.

Motion to adjourn the meeting at 5:24 p.m. This motion, made by Amy McGovern and seconded by Chris Misselt, Carried.

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

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

\_\_\_\_\_ Initials

\_\_\_\_\_ Date

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

**DOUGLAS SCHOOL DISTRICT  
PERSONNEL ACTION 12/09/2024**

**Classified Retirements**

Name	Position	Location	Effective Date
Dawn Beltran	Instructional Aide/ISS	HS	11/22/2024

**Classified Resignations/Terminations**

Name	Position	Location	Effective Date
Dawn Beltran	HS Youth 2 Youth	HS	11/22/2024
Halie Stearns	Library Aide	MS	11/04/2024

**Classified Voluntary Transfer Request/ Assignments**

Name	From Bldg / Position / Hrs / Wage	To Bldg / Position / Hrs / Wage	Effective Date
Juanita Harrington	Warehouse/8 hrs/\$21.50	CO/Receptionist/8 hrs/\$22.25	12/08/2024

**Certified Staff Hiring**

Name	Location / Position	Wage	Effective Date
Hussein Sanooh	HS/ELA Teacher	\$37,977.05	12/16/2024
Emma Johnson	FC/Teacher	Pending Negotiations	2025-2026

**Classified Staff Hiring**

Name	Location / Position	Wage	Effective Date
Ashely Feller	BC/Instructional Aide	\$17.00	12/10/2024
Maria Reyes Venegas	Carr/Instructional Aide, EL	\$17.00	TBD
Cassandra Eggers	Trans/Sped Bus Aide	\$15.50	11/25/2024

**Temporary Hires**

Name	Position	Salary	Effective Date
Cari Kennedy	Fall Drama Technical	\$15.00	2024-2025
Jace Caldwell	6th Intramural BB	\$1,270.00	2024-2025

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

Board Report - For School Board CURRENT

	Amount
AMAZON.COM	2,491.42
BLACK HILLS CHEMICAL CO	1,331.74
BOADWAY, BIANCA	32.96
CHEYENNE CENTRAL DEBATE	567.00
CITY OF BOX ELDER/PUBLIC WORKS DEPT	7,249.52
CLIMATE CONTROL SYSTEMS AND SERVICE	1,841.68
CLUBHOUSE HOTEL & SUITES	162.92
COLICHESKI, KARLEY	86.91
CUSTER SCHOOL DISTRICT	200.00
DAKOTA BUS SERVICE, INC.	4,190.00
DEMCO, INC	78.62
EBACH ENTERPRISES	18,420.00
FERDINAND, ALEXANDER	38.54
GAUDINO, JESSICA	58.98
GRAINGER, INC	1,039.02
HAMPTON INN SIOUX FALLS/SOUTHWEST	2,322.00
HERDER, LEON	45.98
HIGH POINT NETWORKS, LLC	11.00
HOLIDAY INN-SPEARFISH	111.99
HURON CONSULTING GROUP, INC.	11,742.00
iCARE ELECTRONIC REPAIR - Lee Logistics	350.00
INNOVATIVE OFFICE SOLUTIONS	7,386.08
LEAD/DEADWOOD SCHOOL DISTRICT	100.00
MATH LEARNING CENTER, THE	3,564.00
MENARDS	312.93
MIDWEST CONNECT	351.00
NATIONAL ASSOC FOR THE EDUCATION OF HOMELESS CHILDREN & YOUTH	200.00
PETTIT, ANN	672.20
PLOOSTER, KEVIN	167.43
POMP'S TIRE	54.39
RAPID CITY MIDDLE SCHOOL ACTIVITIES	150.00
RIVERSIDE TECHNOLOGIES INC	639.00
SCHWIESOW, MELISSA	59.92
STURGIS BROWN HIGH SCHOOL	125.00
TATCO CONSTRUCTION SERVICES	3,886.00
TEA AREA SCHOOL DISTRICT	2,275.00
TEMPERATURE TECHNOLOGY INC	8,250.00
VERIZON WIRELESS	397.30
Z & S DUST CONTROL SYSTEMS	1,986.00
ZIMMERMAN, SARAH	750.00
<b>GENERAL FUND</b>	<b>83,698.53</b>
ALL AMERICAN ROOFING & SALES, INC	118,851.00
CENTURY BUSINESS	8,825.82
CO-OP ARCHITECTURE	4,000.00
CUTTING EDGE LAWN CARE	60,300.00
<b>CAPITAL OUTLAY</b>	<b>191,976.82</b>
AMAZON.COM	651.10
BEST WESTERN - VERMILLION	575.97
BONILLA, BLANCA	69.62
CARNEGIE LEARNING	80.00
CLUBHOUSE HOTEL & SUITES	162.92
CROOKS, TERESA	40.00
RATWIK, ROSZAK & MALONEY, P.A	742.00
TIMMONS MARKET	122.52

Vendor Name	Amount
USD CENTER FOR DISABILITIES	120.00
<b>SPECIAL EDUCATION</b>	<u>2,564.13</u>
AMAZON.COM	161.35
<b>FEDERAL PROJECTS</b>	<u>161.35</u>
<b>Subtotal</b>	<b>278,400.83</b>
AMAZON.COM	322.70
BLACK HILLS SPECIAL SERVICES COOPERATIVE	60.00
CASH-WA DISTRIBUTING COMPANY, INC.	4,489.79
COCA-COLA BOTTLING CO HIGH COUNTRY	1,023.00
DAKOTA WAREHOUSE	100.00
MARTINEZ, AMANDA	150.00
MCCARTY, KIMBERLY	18.95
PAN-O-GOLD BAKING COMPANY, INC.	737.08
PIZZA HUT- BOX ELDER	513.00
PRAIRIE FARMS	4,049.85
REINHART FOOD SERVICE LLC	9,590.02
SERVALL TOWEL & LINEN SUPPLY, INC.	187.80
<b>FOOD SERVICE</b>	<u>21,242.19</u>
	21,242.19
<b>GRAND TOTAL</b>	<b>299,643.02</b>

**PAYROLL EXPENDITURES**

**NOVEMBER 7 2024**

**NOVEMBER 21 2024**

**TOTALS**

**\$1,235,125.24**

**\$1,332,045.43**

<b>November 1, 2024 FINANCIAL</b>	<b>GENERAL FUND</b>	<b>CAPITAL OUTLAY</b>	<b>SPECIAL EDUCATION</b>
BALANCE 10/31/24	(9,595.59)	(1,376,688.14)	1,667,339.08
RECEIPTS:			
TAXES	1,578,309.81	1,322,361.08	695,131.51
INTEREST	1,089.95	0.00	0.00
ADMISSIONS	661.00	0.00	0.00
LOCAL	190.00	92.00	0.00
COUNTY	16,848.97	0.00	0.00
STATE	1,368,768.00	0.00	299,174.00
FEDERAL	48,802.30	44,500.00	0.00
OTHER	2,015.00	0.00	303,610.00
INTERFUND TRAN.	16,323.13	0.00	0.00
TOTAL RECEIPTS:	3,033,008.16	1,366,953.08	1,297,915.51
DISBURSEMENTS:			
VERIFIED CLAIMS	305,860.27	305,490.13	21,640.34
SALARIES	1,971,657.44	0.00	473,690.97
TRANSFERS OUT			
<b>BALANCE 11/30/24</b>	<b>745,894.86</b>	<b>(315,225.19)</b>	<b>2,469,923.28</b>
BALANCE 11/30/23	871,667.80	1,028,844.35	1,028,844.35

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<b>November 1, 2024 FINANCIAL</b>	<b>FEDERAL PROJECTS</b>	<b>UNEMPLOY- MENT FUND</b>
BALANCE 10/31/24	(2,810,074.45)	49,497.51
RECEIPTS:		
LOCAL		
STATE		
FEDERAL	519,126.99	0.00
REIMBURSEMENTS	3,063,640.98	
OTHER (LOCAL) -AFROTC	0.00	0.00
INTERFUND TRAN.		
TRANSFER IN		
TOTAL RECEIPTS:	3,582,767.97	0.00
DISBURSEMENTS:		
VERIFIED CLAIMS	0.00	0.00
SALARIES	87,495.17	0.00
TRANSFERS OUT		
<b>BALANCE 11/30/24</b>	<b>685,198.35</b>	<b>49,497.51</b>
BALANCE 11/30/23	(4,676,117.27)	49,497.51

<b>November 1, 2024 FINANCIAL</b>	<b>DEP CARE</b>	<b>MEDICAL REIMB</b>	<b>IMPACT AID</b>
BALANCE 10/31/24	1,885.04	(7,765.50)	27,685,539.54
RECEIPTS:			
INTEREST	0.00	0.00	16,323.13
FEDERAL	0.00	0.00	0.00
LOCAL	0.00	0.00	0.00
OTHER			
INTERFUND TRAN.			
LOANS			
TOTAL RECEIPTS:	0.00	0.00	16,323.13
DISBURSEMENTS:			
VERIFIED CLAIMS	2,231.68	3,868.79	0.00
EXPENDITURES/TRANSFERS OUT	0.00	0.00	16,323.13
<b>BALANCE 11/30/24</b>	<b>(346.64)</b>	<b>(11,634.29)</b>	<b>27,685,539.54</b>
BALANCE 11/30/23	1,479.52	(2,939.03)	26,548,333.54

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<b>November 1, 2024 FINANCIAL</b>	<b>FOOD SERVICE</b>	<b>FIDUCIARY FUNDS</b>
BALANCE 10/31/24	165,414.58	318,532.34
RECEIPTS:		
INTEREST		
SALES	59,350.20	0.00
STATE	0.00	0.00
FEDERAL	76,129.14	0.00
LOCAL	398.00	8,314.46
OTHER	511.49	
INTERFUND TRAN.		
LOANS		
TOTAL RECEIPTS:	136,388.83	8,314.46
DISBURSEMENTS:		
VERIFIED CLAIMS	61,533.02	70,052.36
SALARIES	30,911.22	0.00
<b>BALANCE 11/30/24</b>	<b>209,359.17</b>	<b>256,794.44</b>
BALANCE 11/30/23	291,788.31	266,180.41

**DOUGLAS SCHOOL DISTRICT  
PERSONNEL ACTION 01/13/2025**

**Employee Leave of Absence Requests**

Name	Building	Position	Effective Date
Amy Caron	HS	Teacher	3/24/2025

**Classified Service Factor Bonus**

Name	Position/Years	Amount	Dates of Service
Jennifer Johnson	Instructional Aide/5 yrs	\$82.73	12/3/19-12/3/24

**Certified Resignations/Terminations**

Name	Position	Location	Effective Date	
Malia Ludden	Teacher	FC	1/6/2025	No Penalties Assessed

**Classified Resignations/Terminations**

Name	Position	Location	Effective Date
Jason Boeding	8th Football Asst. Coach	MS	12/6/2024
Elizabeth Combs	Instructional Aide Title	BC	12/20/2024
Brenda Mackie	Instructional Aide	MS	1/3/2025
Tabitha Finney	Instructional Aide	VES	12/20/2024
Jade Temple	Communications Coordinator	CO	3/27/2025

**Classified Staff Hiring**

Name	Location / Position	Wage	Effective Date
Sky-Lynne Akiona-Ferris	HS/Instructional Aide Study Hall	\$17.00	12/11/2024
Fern Maramag	VES/Instructional Aide Title	\$17.00	1/8/2025

**Substitute Hires**

Name	Substitute Teacher	Substitute Classified	Effective Date
Cassandra Eggers	Substitute Teacher	Per Substitute Pay Rate	11/25/2024
Daniel Gillaspie	Substitute Teacher	Per Substitute Pay Rate	12/4/2024
Tomas Marquez	Substitute Teacher	Per Substitute Pay Rate	11/26/2024
Randall Seales	Substitute Teacher	Per Substitute Pay Rate	11/25/2024
Valerie Seales	Substitute Teacher	Per Substitute Pay Rate	11/22/2024

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

**Board Report - For School Board**

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
ACT	185078		228.00
ADMINPARTNERS	185079		100.00
AMAZON.COM	185080		5,627.49
AMAZON/SYNCB	185081		278.89
APPLE INC	185082		1,417.00
ASBSD	185083		175.00
BEST WESTERN - VERMILLION	185084		403.98
BJ'S INSTRUMENT REPAIR	185085		140.00
BLACK HILLS CHEMICAL CO	185086		6,418.07
BLACK HILLS REGIONAL JOB FAIR	185087		300.00
BLACK HILLS SPECIAL SERVICES COOPERATIVE	185089		39,575.89
BLACK HILLS URGENT CARE	185090		200.00
BOX ELDER HARDWARE	185091		724.71
CARNEGIE LEARNING	185092		40.00
CARQUEST AUTO PARTS	185093		506.41
CBH COOPERATIVE	185094		16.00
CENTURY BUSINESS	185095		99.00
CENTURYLINK	185096		582.33
CHURCHILL, MANOLIS, FREEMAN, KLUDT &	185097		4,337.61
CITY OF BOX ELDER/PUBLIC WORKS DEPT	185098		5,556.04
CLARK, KARLINE	185099		49.56
CLIMATE CONTROL SYSTEMS AND SERVICE	185100		616.84
COLUMN SOFTWARE PBC	185101		416.41
DAKOTA BARRICADE	185105		50.00
DAKOTA BUS SERVICE, INC.	185106		14,320.00
DAKOTA SUPPLY GROUP, INC.	185107		1,525.54
DAYS INN SIOUX FALLS	185109		425.00
DAYS INN- CHEYENNE	185108		1,050.00
DELTA DENTAL OF SD FOUNDATION	185110		3,000.00
DENNY MENHOLT CHEVROLET	185111		7,345.18
DOLLAR GENERAL	185112		77.09
EBACH ENTERPRISES	185113		18,420.00
ECONO LODGE	185114		333.50
ELEVATE RAPID CITY	185115		500.00
EVENTBRITE	185116		107.28

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
EVERGREEN OFFICE PRODUCTS	185117		2,513.47
FIDUCIARY ACCOUNT	185118		22,197.47
FLOSPORTS	185119		102.45
FOLLETT CONTENT SOLUTIONS, INC	185120		3,547.00
GOEDEL, TERRY	185121		500.00
GREAT WESTERN TIRE COMPANY	185122		41.95
HAUFF MID-AMERICA SPORTS INC.	185123		341.76
HIGH POINT NETWORKS, LLC	185124		20.30
HILLYARD INC	185125		3,392.46
IMAGES OF THE WORLD	185126		1,050.00
INTEGRATED TECHNOLOGY & SECURITY	185127		2,475.88
JACKSON CONSULTING, INC.	185128		1,575.00
JONES, JADIN	185129		240.00
JOSTENS INC	185130		2,728.34
LEADERSHIP MATTERS LLC	185132		2,000.00
MARCO'S PIZZA	185133		195.52
MENARDS	185134		433.01
MG OIL COMPANY, INC.	185135		10,781.70
MUTH ELECTRIC INC	185136		762.94
NORTH CENTRAL BUS & EQUIPMENT CO. INC	185137		786.18
NORTHERN TRUCK EQUIPMENT CORP.	185138		926.43
PAULSON, DARREN	185139		317.85
PENNINGTON COUNTY SHERIFF	185140		33,261.22
PLAY SCRIPTS, INC.	185141		829.44
PLAYS	185142		75.00
REGION VII PRINCIPALS	185143		150.00
RIVERSIDE INSIGHTS	185144		127.46
RIVERSIDE TECHNOLOGIES INC	185145		11,875.00
ROBOTICS EDUCATION & COMPETITION	185146		164.80
SANFORD HEALTH OCCMED	185147		175.00
SASD	185149		45.00
SCHOOL NURSE SUPPLY	185150		1,843.76
SECURLY	185152		1,926.00
SOUTH DAKOTA DEPARTMENT OF EDUCATION	185153		499.00
SOUTH DAKOTA ONE CALL	185154		70.35

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
SPARTAN STORES, LLC.	185155		51.71
STAN HOUSTON EQUIPMENT COMPANY, INC.	185156		105.00
TEMPERATURE TECHNOLOGY INC	185158		2,597.00
TIMMONS MARKET	185159		133.37
TRAVELODGE	185161		1,095.36
ULINE SHIPPING SUPPLY SPEC.	185162		163.71
UNITED ART AND EDUCATION	185163		129.87
VANWAY TROPHY & AWARD, INC.	185164		131.78
VERIZON WIRELESS	185165		397.30
VOYAGER FLEET SYSTEMS, INC.	185166		673.10
WEST MUSIC CO	185167		201.15
WESTERN COMMUNICATIONS, INC.	185168		508.55
WORLAND HIGH SCHOOL	10185168		0.00
<b>GENERAL FUND</b>			<b>229,122.46</b>
AMAZON.COM	185080		228.70
BLACK HILLS ROOFING, INC.	185088		76,056.14
CENTURY BUSINESS	185095		6,496.79
CO-OP ARCHITECTURE	185102		10,250.00
HAUFF MID-AMERICA SPORTS INC.	185123		8,634.00
SARNAFIL SERVICES, INC	185148		144,303.71
TATCO CONSTRUCTION SERVICES	185157		9,442.00
<b>CAPITAL OUTLAY</b>			<b>255,411.34</b>
AMAZON.COM	185080		418.58
BLACK HILLS SPECIAL SERVICES COOPERATIVE	185089		228,539.62
COUNCIL OF ADMINISTRATORS OF SPECIAL	185103		3,200.00
CREATIVELY FOCUSED LLC	185104		3,750.00
FIDUCIARY ACCOUNT	185118		806.00
KIELHOLD, NANCY	185131		352.44
RIVERSIDE INSIGHTS	185144		1,274.60
TIMMONS MARKET	185159		103.51
<b>SPECIAL ED</b>			<b>238,444.75</b>
SD DEPARTMENT OF REEMPLOYMENT	185151		50.00
<b>UNEMPLOYMENT</b>			<b>50.00</b>
AMAZON.COM	185080		336.99
<b>GRANTS</b>			<b>336.99</b>
			<b>723,365.54</b>

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
AMAZON.COM	12626		297.79
CASH-WA DISTRIBUTING COMPANY, INC.	12627		5,275.08
CHILD AND ADULT NUTRITION	12628		9,315.07
COCA-COLA BOTTLING CO HIGH COUNTRY	12629		781.00
DAKOTA WAREHOUSE	12630		40.00
GENERAL FUND	12631		107,593.66
PAN-O-GOLD BAKING COMPANY, INC.	12632		520.88
PIZZA HUT- BOX ELDER	12633		427.50
PRAIRIE FARMS	12634		6,671.19
REINHART FOOD SERVICE LLC	12635		15,394.20
SERVALL TOWEL & LINEN SUPPLY, INC.	12636		281.70
SMARTSENSE by DIGI	12637		375.00
WESTON, HEATHER	12638		55.30
<b>FOOD SERVICE</b>			147,028.37
			<b>147,028.37</b>

**PAYROLL EXPENDITURES**

**DECEMBER 6 2024**

**DECEMBER 20 2024**

**TOTALS**

**\$1,250,156.76**

**\$1,192,878.69**



11951 Freedom Drive, Suite 1800, Reston, Virginia 20190

November 11, 2024

KRISTI BROWN  
Personnel Secretary  
Human Resources  
Douglas School District 51-1  
SD

Tel: 605-923-0003  
Email: [Kristi.Brown@k12.sd.us](mailto:Kristi.Brown@k12.sd.us)

**Reference No. IDSD-L111124-03**

IDEMIA is pleased to provide \* Douglas School District 51-1\* with the following price quote for the IDEMIA LiveScan System equipped with standard South Dakota Division of Criminal Investigation (SD-DCI) Applicant profiles.

**IDEMIA's fully integrated LiveScan solution provides \* Douglas School District 51-1\* the following features and benefits:**

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- ◆ Full compliance with SD-DCI AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All LiveScan Systems include on-site installation, training, and 1 year on-site warranty



IDEMIA's on-going commitment to customer satisfaction and the delivery of the highest level of support in the industry is demonstrated by our placing resources **in the field** near the customer to provide on-site customer support.

Our standard warranty is 1 Year on-site for both parts and labor. Should \* Douglas School District 51-1\* report a problem, IDEMIA will dispatch the IDEMIA Representative to go on-site to resolve the problem as opposed to other vendors who send a "box with a replacement part". We send a highly trained support representative to provide problem resolution. This ensures that \* Douglas School District 51-1\* staff members are not burdened with the added task of "parts replacement".

**For 20+ years,  
IDEMIA has been the  
sole provider of the  
SD-DCI AFIS System**

**Solution Description and Pricing**

IDEMIA proposes the equipment and services described in Tables 1 - 2.

**Tenprint (Fingerprint) Capture - Desktop**

Table 1. Pricing / Maintenance

	Description	Unit Price
LS-D-TOP2020-22 LS-CSTX-SD LS-COMX LS-IAT-CUSTOM LS-FREIGHT-DP	<b>IDEMIA LiveScan System Desktop Tenprint, including:</b> <ul style="list-style-type: none"> <li>IDEMIA LiveScan System Software</li> <li>FBI Appendix F Certified Tenprint 500PPI Scanner</li> <li>Computer, monitor, keyboard</li> <li>Standard Applicant Workflows and profiles</li> <li>Installation / On-site Training</li> <li>Warranty: 1 Year On-site <b>Advantage</b> Solution warranty, 9X5, Next day on-site response and parts replacement</li> <li>Freight</li> </ul>	<b>\$8,445</b>
LS-D-TOP2020-MAINT-95	<b>Optional Annual Maintenance:</b> (to start after 1 <sup>st</sup> Year Warranty) 1 Year On-site <b>Advantage</b> Solution, 9X5, Next day on-site response and parts replacement	<b>\$1,799</b>

**Tenprint (Fingerprint) Capture - Portable**

Table 2. Pricing / Maintenance

	Description	Unit Price
LS-P-TOP2020 LS-CSTX-SD LS-COMX LS-IAT-CUSTOM LS-FREIGHT-DP	<b>IDEMIA LiveScan System Portable Tenprint , including:</b> <ul style="list-style-type: none"> <li>IDEMIA LiveScan System Software</li> <li>FBI Appendix F Certified Tenprint 500PPI Scanner</li> <li>Laptop Computer</li> <li>Standard Applicant Workflows and profiles</li> <li>Installation / On-site Training</li> <li>Warranty: 1 Year On-site <b>Advantage</b> Solution warranty, 9X5, Next day on-site response and parts replacement</li> <li>Freight</li> </ul>	<b>\$9,985</b>
LS-TOPR-CASE	<b>Portable Carrying Case</b>	<b>\$725</b>
LS-P-TOP2020-MAINT-95	<b>Optional Annual Maintenance:</b> (to start after 1 <sup>st</sup> Year Warranty) 1 Year On-site <b>Advantage</b> Solution, 9X5, Next day on-site response and parts replacement	<b>\$2,429</b>

Current shipping is **60+** days after receipt by IDEMIA of \* Douglas School District 51-1\* completed pre-installation documentation, or as otherwise scheduled.

Optional Annual Maintenance Support will start immediately following the 1st Year Warranty. Annual Maintenance prices shown above are for Year 2 only. Annual maintenance pricing is subject to increase beginning in Year 3. Please contact the IDEMIA Maintenance Agreement team for pricing details:

[ContractMaintenance@us.idemia.com](mailto:ContractMaintenance@us.idemia.com)

**Options and Pricing**

IDEMIA equipment options and pricing described in Table 3.

	Description	Unit Price	Annual Maintenance*
LS-MONITOR-TS	Desktop - Upgrade to Touchscreen Monitor	\$741	\$110
LS-UPS	UPS	\$152	\$26
LS-PRNT-M	Printer Black & White Tenprint Card, Duplexer, +1 additional Tray	\$1,409	\$212

\*Annual Maintenance to start after 1<sup>st</sup> Year Warranty

**IDEMIA LiveScan System – Details** Table 4. Details

Item	Description
South Dakota LiveScan Software LS-CSTX-SD	<ul style="list-style-type: none"> <li>◆ TOTS: CRIM, SOFF, LAW, CIV, CUST, TFS</li> <li>◆ Cards: FD249, FD258, FD884, SD Applicant</li> <li>◆ Transmits: NIST VIA SMTP; NIST Importer; Photo Capture</li> </ul>
LS-COMX-SMTPE	◆ TPE v.5 Electronic Fingerprint Records Transmission via SMTP
LS-COMX-POP3	◆ TPE v.5 POP3 Client Messaging: Provides POP3 Client interface to * Douglas School District 51-1*-supplied POP3 Mail Server for mail message retrieval

**Customer Responsibilities**

\* Douglas School District 51-1\* is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ◆ To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ◆ Installation, testing and troubleshooting any network communication connections, lines and/ or \* Douglas School District 51-1\* network devices.
- ◆ Compliance with SD-DCI requirements using SD-DCI approved method for electronic transfer
- ◆ Obtaining all required authorizations for connecting to the SD-DCI AFIS.
- ◆ Completion and return of IDEMIA pre-install documentation to IDEMIA Program Team.
- ◆ Printer supplies such as ink and toner cartridges (consumables) are \* Douglas School District 51-1\* responsibility. IDEMIA does not offer or resell these items.

*Prior to purchase, \* Douglas School District 51-1\* must request approval for connectivity to the SD-DCI AFIS, \* must request approval for connectivity to the SD-DCI AFIS, ATT: Lynsey Anderson, Supervisor, Identification/Sex Offender Registry Section, South Dakota Division of Criminal Investigation Tel: (605) 773-4610 Email: [Lynsey.Anderson@state.sd.us](mailto:Lynsey.Anderson@state.sd.us).*

**Assumptions**

In developing this price quote, IDEMIA has made the following assumptions:

- ◆ With the exception of the State AFIS, there are no external interfaces to support which includes but is not limited to records management system, booking system, mugshot system, etc.
- ◆ An inter-agency agreement between SD-DCI and \* Douglas School District 51-1\* will be in place.
- ◆ \* Douglas School District 51-1\* will provide all necessary communication to connect to SD-DCI. This includes, but is not limited to hubs, routers, modems, etc.
- ◆ LiveScan System shipment and on-site Installation Services will be scheduled after network connectivity has been established and verified and IDEMIA's Program team has received the completed pre-install documentation from \* Douglas School District 51-1\*.

The following items are not included in the scope of IDEMIA's pricing and will be quoted based on current service rates in effect at the time of request: (a) requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; (b) requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

Additional engineering efforts by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the \* Douglas School District 51-1\*'s database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

**Prices exclude any and all state, or local taxes, or other fees or levies.** Customer payments are due to IDEMIA within 20 days of the date of the invoice.

**Order is contingent upon IDEMIA's verification of credit.** If a Dun & Bradstreet D&B number is not available, IDEMIA may require additional information, including submission of two (2) years of Financial Statements and payment in advance.

Export Control: The items listed in this Price quote are controlled under the Export Administration Regulations (EAR) and may require an export license from the U.S. Department of Commerce Bureau of Industry and Security (BIS) to certain destinations. Any export made contrary to U.S. export control laws is prohibited.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

Firm delivery schedules will be provided upon receipt of a purchase order and IDEMIA receipt of completed pre-install documentation.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

**Pricing valid through: January 30, 2025**

Purchase orders should be sent to IDEMIA by electronic mail or U.S. postal mail to:

**IDEMIA**  
14 Crosby Dr., 2<sup>nd</sup> Floor  
Bedford, MA 01730  
Email: [noemi.islas@us.idemia.com](mailto:noemi.islas@us.idemia.com) | [anamtkorders@us.idemia.com](mailto:anamtkorders@us.idemia.com)

Please direct all questions and order correspondence to:

**Noemi Islas**  
IDEMIA Inside Sales  
Email: [noemi.islas@us.idemia.com](mailto:noemi.islas@us.idemia.com) | Tel: (657) 652-4447

We look forward to working with you.

Sincerely,



Casey Mayfield  
Sr. Vice President Justice and Public Safety - IDEMIA Identity & Security USA LLC

## Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
<b>Software Support 9X5*</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
<b>Hardware Support – On-site 9X5*</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
<b>Parts Support</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
<b>Software Uplifts</b>		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
<b>Hardware Uplifts</b>		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

\*Customer local time

By signing this signature block below, \* Douglas School District 51-1\* agrees to the terms and pricing stated in this price quote for the products and services as referenced above. My signature below constitutes the acceptance of this offer and authorizes IDEMIA to ship and provide these products and services.

**Order is contingent upon IDEMIA's verification of credit.** If a Dun & Bradstreet D&B number is not available, IDEMIA may require additional information, including submission of two (2) years of Financial Statements and payment in advance.

**Signature Authorization for Order:**

Signature Tim Kusters  
Name Tim Kusters  
Date 11-12-2024

Total Purchase Price (including any Options): \$ 10,396

**PLEASE ENTER TOTAL ORDER AMOUNT ON ABOVE LINE**

**PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).**

**Please provide Billing Address:**

Douglas School District 51-1  
400 Patriot Dr.  
Box Elder, SD 57719  
**Billing Contact name** Tim Kusters  
**Telephone number** (605 )923-0015  
**Email** Timothy.Kusters@k12.sd.us

Check if Billing Address is same as Shipping Address:

**Please provide Shipping Address (if different from Billing Address):**

**Technical Contact name** Corinna Carlson  
**Telephone number** (605 )923-0000  
**Email** Corinna.Carlson@k12.sd.us

**Idemia Identity & Security USA LLC Short Form Sales Agreement**

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 11951 Freedom Drive, Suite 1800, Reston, Virginia 20190 and \_\_\_\_\_, ("Customer"), having a place of business at \_\_\_\_\_,

\_\_\_\_\_ enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated \_\_\_\_\_. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$ \_\_\_\_\_ excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach

or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

**Idemia Identity & Security USA LLC ("SELLER"):**

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**NAME ("CUSTOMER")**

Signed Tim Kusters  
Name Tim Kusters  
Title Executive Director of Operational Support  
Date Services 11-12-2024

## EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

### SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

### SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

### SECTION 3. GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

### SECTION 4. LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by IDEMIA in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to IDEMIA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to IDEMIA at the time temporary transfer is discontinued.

### SECTION 5. OWNERSHIP AND TITLE

IDEMIA, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by IDEMIA or another party, or any improvements that result from IDEMIA's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in IDEMIA, and Licensee will not have any shared development or other intellectual property rights.

### SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA solely with reference to the Documentation. IDEMIA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA makes no representations or warranties with respect to any third party software included in the Software.

6.2 IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If IDEMIA cannot correct the defect within a reasonable time, then at IDEMIA's option, IDEMIA will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. **The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.**

#### SECTION 7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

#### SECTION 8. TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

#### SECTION 9. UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as

applicable to the particular procuring agency and procurement transaction.

#### SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

#### SECTION 11. GENERAL

11.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. ~~**PREVAILING PARTY.** In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.~~

11.6 **SURVIVAL.** Sections 4, 5, 6, 3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

**Commented [N1]:** Remove for SD-DCI only approved per legal-jack 052024

# Lankford Enterprises Inc.

20635 South Metcalf  
Bucyrus, KS. 66013

Phone: 913-681-2244  
FAX: 913-681-5407

October 7, 2024

Douglas School System  
508 225<sup>th</sup> St.  
Box Elder, SD. 57719

PROJECT: Douglas High School

AREA: Gymnasium Floor

---

**SAND & REFINISH** based on area of 8,645 sq. ft.

Sand entire floor (excluding areas under closed bleachers if applicable) to a smooth surface free from existing finishes using powered sander, edger, and buffer. Apply 2 coats of MFMA approved oil based polyurethane sealer. Apply game lines, lettering, and logo as original. Apply 2 coats of MFMA approved oil based polyurethane finish. Install dumpster for trash.

FOR THE SUM OF: ----- \$ 32,400.00

We require 220 volt, 3 phase or single phase (3 phase preferred), 100 amp breaker within 200' of furthest point in gym ( by others).

---

Above prices subject to change after 30 days

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

Submitted By: Don Walker

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



Douglas School District # 51-1 -Viewsonic 75 Inch September 2024

Quote #MT119964 v2

Prepared For:  
**Douglas School District # 51-1**

Shawn Compton  
400 Patriot Drive

BOX ELDER, South Dakota

**P:**  
**E:** shawn.compton@k12.sd.us

Contract:

Prepared by:

**North Sioux City**

Mo Thompson  
105 Gateway Drive  
North Sioux City, South Dakota 57049

**P:** 866.804.4388  
**E:** mthompson@riversidetechnologies.com


Date Issued:

**09.09.2024**

Expires:

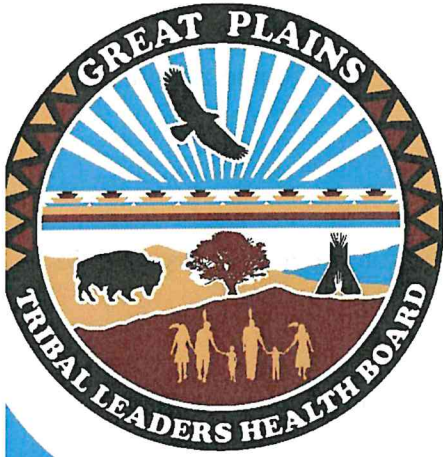
**10.09.2024**

Viewboards		Price	Qty	Ext. Price
<b>IFP7550E4BU</b>	<b>Viewsonic 75 inch Bundle</b>	<b>\$2,899.00</b>	<b>1</b>	<b>\$2,899.00</b>
IFP7550E4	75" ViewBoard IFP7550E 4K BU		1	
IFPEW7005	70"-79" On-site Wnty Yr 4-5		1	
VB-CAM-001	VIEWSONIC : 1080p ultra wide USB camera with built		1	
RTI-SVC-GTE	Liftgate Fee Qty 1		1	
			Subtotal:	<b>\$2,899.00</b>

Remote		Price	Qty	Ext. Price
A-00010219	<b>ViewSonic Remote Control - For Digital Signage System, LCD TV - Infrared</b>	\$39.00	6	\$234.00
				
			Subtotal:	<b>\$234.00</b>

Quote Summary	Amount
Viewboards	\$2,899.00
Remote	\$234.00
<b>Total:</b>	<b>\$3,133.00</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
GREAT PLAINS TRIBAL LEADERS HEALTH BOARD  
AND THE  
DOUGLAS SCHOOL DISTRICT  
September 30, 2024, to September 29, 2025**

**I. PURPOSE**

The purpose of this document is to establish a Memorandum of Understanding (MOU) between the Great Plains Tribal Leaders Health Board (GPTLHB) and Douglas School District (DSD) regarding the Teca Kici Okijupi/Connecting With Our Youth Extension.

This agreement sets forth the conditions for Teca Kici Okijupi/Connecting With Our Youth Extension and DSD to engage in a collaborative partnership to provide support to the behavioral health and wellbeing of students enrolled in the Teca Kici Okijupi/Connecting With Our Youth Extension program and offer training opportunities to DSD staff. It sets forth the understanding between parties regarding referrals made by DSD staff and services provided and/or offered through Teca Kici Okijupi/Connecting With Our Youth Extension.

Participation in any program, services, or training offered through this memorandum will be voluntary and must be approved by the parent/guardian of each youth.

Nothing in this agreement is intended to create an employee/employer relationship between Teca Kici Okijupi/Connecting With Our Youth Extension and DSD.

**II. PROGRAM GOAL AND OBJECTIVES**

The goal of the Teca Kici Okijupi/Connecting With Our Youth Extension program is to cultivate community-initiated prevention and intervention strategy that draws on the strength of the Lakota cultural values of generosity, courage, respect, and wisdom. Teca Kici Okijupi/Connecting With Our Youth Extension will work to reduce the incidence of suicides and suicide attempts through community education and interventions appropriate for the American Indian/Alaska Native (AI/AN) youth and adults of all ages in the Box Elder area of DSD.

Teca Kici Okijupi/Connecting With Our Youth Extension will increase the delivery of the early intervention and follow-up care for AI/AN youth/adults of all ages and family members following critical suicide-related events (i.e., suicide-related hospitalization and sentinel events in school or at home).

In the educational context, Teca Kici Okijupi/Connecting With Our Youth Extension's goal is to increase the capacity of K-12 and postsecondary schools in the area to reduce the risk for

Cheyenne River  
Sioux Tribe  
  
Crow Creek  
Sioux Tribe  
  
Granddameau Santee  
Sioux Tribe  
  
Lower Brule  
Sioux Tribe  
  
Mandan, Hidatsa &  
Arikara Nation  
Three Affiliated Tribes)  
  
Ngajala Sioux Tribe  
  
Omaha Tribe  
of Nebraska  
  
Ponca Tribe  
of Nebraska  
  
Rosebud Sioux Tribe  
  
Sac & Fox Tribe of the  
Mississippi Indians in  
Iowa/Meskwaiki Nation  
  
Santee Sioux Tribe of  
Nebraska  
  
Sisseton-Wahpeton  
Tribe of the Lake  
Purview Reservation  
  
Spirit Lake Tribe  
  
Standing Rock  
Sioux Tribe  
  
Trenton Indian  
Service Area  
  
Turtle Mountain Band  
of Chippewa Indians  
  
Vinebago Tribe  
of Nebraska  
  
Wankton Sioux Tribe



suicidal factors, reduce the rate of suicide attempts, and reduce deaths by suicide among AI youth.

### III. ORGANIZATIONAL RESPONSIBILITY

The GPTLHB Teca Kici Okijupi/Connecting With Our Youth Extension program is responsible for:

- 1) Providing administrative oversight for the program.
- 2) Monitoring program performance.
- 3) Ensuring fiscal management and accountability of Teca Kici Okijupi/Connecting With Our Youth Extension program expenditures.
- 4) Maintain the following insurance coverages for Teca Kici Okijupi/Connecting With Our Youth Extension and GPTLHB staff through the duration of this MOU: Automobile Liability and Workers' Compensation.
- 5) Ensure that all Teca Kici Okijupi/Connecting With Our Youth Extension/GPTLHB employees who perform work under this MOU meet the requirements of the GPTLHB Personnel Policies & Procedures, Section 4.7, Background Checks.
- 6) Provide oversight of Teca Kici Okijupi/Connecting With Our Youth Extension program staff.
- 7) Coordinating schedules alongside DSD to support the behavioral health and well-being of DSD students participating in Teca Kici Okijupi/Connecting With Our Youth Extension programs.
- 8) Provide qualified staff to perform mental/behavioral health educational opportunities and behavioral health support to students who are enrolled in the Teca Kici Okijupi/Connecting With Our Youth Extension program.
- 9) Obtain necessary consent for services from a student's parent or legal guardian.
- 10) Conduct services in accordance with Teca Kici Okijupi/Connecting With Our Youth Extension program and GPTLHB standards and that of such licensing board as staff may be licensed under.
- 11) Maintain the security and confidentiality of any participant information which may be learned or witnessed as part of this agreement, in accordance with all applicable laws including FERPA and HIPAA.
- 12) DSD counselors, social workers, and psychologists will be provided information annually on the availability of Teca Kici Okijupi/Connecting With Our Youth Extension program services. Designated staff partnering with Teca Kici Okijupi/Connecting With Our Youth Extension will provide training to staff about the referral process and Teca Kici Okijupi/Connecting With Our Youth Extension support navigator services.
- 13) Points of contact (POC), school counselors, social workers, and psychologists will be offered the opportunity to complete Lakota Mental Health training offered by GPTLHB.

DSD shall be responsible for:

- 1) Assign a point of contact (POC) at each DSD school with students and, parents/guardians to work with Teca Kici Okijupi/Connecting With Our Youth Extension on the referral of students who meet at least one of the following criteria:
  - a. Experience with ongoing suicidal ideations.
  - b. Confirmation of a suicide plan, regardless of how specific or likely.
  - c. Self-harming or cutting behavior.



- d. Severe substance abuse characterized by self-medicating behaviors as opposed to experimental or reputational behaviors.
  - e. Isolationist behavior is characterized by internal social avoidance or external exclusion.
  - f. Recent experience with high-level trauma such as exposure to suicidal behavior among close friends or family, violent victimization, domestic violence victim or witness.
- 2) The referral process through DSD POCs is as follows:
    - a. When a DSD school counselor or social worker believes a student meets one or more of the criteria for participation in the Teca Kici Okijupi/Connecting With Our Youth Extension Support Navigator Program, they will consult with the POC at their school to begin the referral process. The DSD POC will assist in acquiring parental/guardian consent, or work with the parents/guardians or young adults who have reached the age of consent to complete the Teca Kici Okijupi/Connecting With Our Youth Extension program informed consent, the release of information, and intake forms.
    - b. After the completion of referral forms, the DSD POC will fax or email notification of the completed referral to the **CWOY Program Manager**.
  - 3) DSD POC shall provide verbal updates to Teca Kici Okijupi/Connecting With Our Youth Extension support navigators on student progress toward short and long-term goals set by students in consultation with their support navigators. The DSD POC will work with the support navigators with the intent of facilitating and strengthening student recovery and success.
  - 4) Allow Teca Kici Okijupi/Connecting With Our Youth Extension Support Navigators to enter DSD to meet with Teca Kici Okijupi/Connecting With Our Youth Extension program participants.
  - 5) Provide Teca Kici Okijupi/Connecting With Our Youth Extension program staff opportunities to participate in district and school-based professional learning that were deemed appropriate.

#### IV. CONFIDENTIALITY

This program's nature requires information obtained from the program participants and anyone identified through this program shall remain confidential. Teca Kici Okijupi/Connecting With Our Youth Extension Program/GPTLHB and DSD staff agree to keep all participant information confidential and secure in compliance with all applicable laws, including FERPA and HIPAA, and not to divulge any protected and confidential information to any third parties, in any way.

#### V. MEETINGS

To ensure all parties' responsibilities are meeting fulfillment, Teca Kici Okijupi/Connecting With Our Youth Extension Program and DSD shall communicate (i.e., conference calls, emails, correspondence, telephone calls, etc.) on a frequent and regular basis. Meetings shall occur no less than once every 3 three (3) months to review the activities, share information, provide progress reports, and explore new opportunities for collaboration.



## VI. LENGTH OF MEMORANDUM OF UNDERSTANDING

The provisions of this memorandum of understanding shall remain in effect from September 30, 2024, to September 29, 2025. Each fiscal grant year of the program, a new MOU shall be signed and updated, as the scope of work may change. Three (3) weeks prior to the date for renewal of this agreement, the respective parties shall each review the MOU and then make recommendations to the other party(s) if changes are going to be recommended. Modifications may only be made with the mutual agreement of both parties. This MOU may be terminated by either party. This MOU may be terminated by the Great Plains Tribal Leaders Health Board if the collaborating organization violates applicable federal, state or local laws, or the Policies of the GPTLHB, or in the event of a loss of funding for this project.

## VII. OTHER TERMS AND CONDITIONS

Nothing in this MOU is intended to change the immunities or the legal or sovereign status of either party to the MOU, and all other rights and responsibilities outside of this MOU are reserved to the respective parties to this MOU.

## VIII. ACCEPTANCE

Approved and accepted by the Douglas School District:

\_\_\_\_\_  
Kevin E. Case  
Superintendent

\_\_\_\_\_  
Date

Approved and accepted by the Great Plains Tribal Leaders Health Board:

\_\_\_\_\_  
Jerilyn Church, MSW  
Chief Executive Officer

\_\_\_\_\_  
Date

**2025 CONCURRENT ELECTION AGREEMENT  
DOUGLAS SCHOOL DISTRICT 51-1 and THE CITY OF BOX ELDER**

This agreement is entered into between the DOUGLAS SCHOOL DISTRICT 51-1 (School District) and the CITY OF BOX ELDER (City), both governmental subdivisions of the State of South Dakota. This agreement is for the purpose of conducting a concurrent School District election and City election as may be necessary, and outlines the duties and responsibilities of each party, as provided under SDCL § 12-2-6.

Both parties agree to hold a concurrent election, conducting said election in the Box Elder Community Center, 420 Villa Drive, Box Elder, SD. Each entity will be responsible for all election requirements for each entity separately – the elections will be held concurrently in the same location.

**EFFECTIVE DATE:** This agreement shall become effective on the date that both parties have signed the agreement.

**PURPOSE:** It is the purpose of this agreement for parties to conduct the concurrent election on **Tuesday, June 3, 2025**. The School District and the City shall each prepare their own individual Ballots.

**BALLOTS AND ABSENTEE BALLOTS:** Ballots and Absentee Ballots shall be available for each election separately and will be processed separately by each entity.

**PUBLICATIONS:** The School District and the City shall each initiate and publish all relevant notices and publications for each agency as required by SDCL prior to the Election.

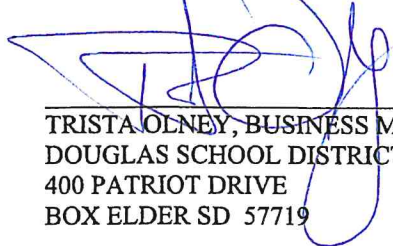
**COSTS:** The School District and the City shall each pay for any costs for their election. There are no joint costs. There will be no fee to the School District for the use of the City facilities for the location of the Election. If there is no City election, the School District will hold any election individually. If there is no City election, the School District will be authorized to conduct the School District's election in the Box Elder Community Center, upon completing the appropriate application and submitting the required fee (\$50) to the City. If there is no School election, the City will hold any election individually.

**RECOUNT:** All costs for a recount election will be borne fully by the entity requiring a recount.

**RECORDS RETENTION AND DESTRUCTION:** The School District and the City are each individually responsible for their own records retention and destruction.

**CANVASSING OF THE VOTE:** The School District and the City shall each perform its own official canvass.

Dated this 7 day of January, 2025



TRISTA OLNEY, BUSINESS MANAGER  
DOUGLAS SCHOOL DISTRICT #51-1  
400 PATRIOT DRIVE  
BOX ELDER SD 57719

Dated this 7<sup>th</sup> day of January, 2025



RENEE BAKER, INTERIM CHIEF FINANCE OFFICER  
CITY OF BOX ELDER  
420 VILLA DRIVE  
BOX ELDER SD 57719

## SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT

This Agreement is made and entered into this 3 day of December, 2024, by and between the DOUGLAS SCHOOL DISTRICT 51-1 of 400 Patriot Drive, Box Elder, SD 55719 (hereinafter "School District"), and the CITY OF BOX ELDER, a South Dakota municipal corporation, of 420 Villa Drive, Box Elder, SD 57719 (hereinafter "City").

### RECITALS

WHEREAS, this Agreement will often refer to the Box Elder Police Department ("BEPD") as ("Law Enforcement") for ease of reference;

WHEREAS, Law Enforcement agrees to provide the School District a School Resource/Liaison Officer (hereinafter "SRO") Program in the School District; and

WHEREAS, the School District and Law Enforcement desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SROs in the School District.

WHEREAS, the goals of the SRO program are as follows:

- A. This SRO Program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The Program is designed to fulfill three overall roles:
  - **Law Enforcement**
  - **Fostering Positive School Climate/Crime Prevention/Mentor/Role Model**
  - **Education**

The District- Students are considered to be under the authority of the District when they are on school property, on school buses, at or near school bus stops, and/or while participating in or attending school sponsored activities, conducted on or off school property. The District is responsible for supervising or detaining students for the enforcement of school disciplinary matters. It is the sole prerogative of the school officials to impose disciplinary sanctions for infractions of school rules and policies. The SRO should work collaboratively to report any violations of school policy to school administrators. When a school official has reasonable suspicion to believe a crime has been committed by a student while under the authority of the District, school officials shall notify an SRO or, if an SRO is unavailable, an SRO supervisor.

1. **Law Enforcement** – SROs are responsible for the majority of law enforcement activities occurring at school, during school hours, but not general school discipline. The determination of whether an activity raises to the level of a law enforcement activity should be made in consultation with a school administrator. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal, or designee, rather than the SRO.

2. **Fostering Positive School Climate/Crime Prevention/Mentor/Role Model** – One of the primary roles SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, and investigating crimes. Officers may also complete security surveys analyzing the physical security and safety of school property and facilities.
3. **Education** – SROs should participate in the school community by becoming a member of the educational team where appropriate and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

- B. Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the educational fabric of the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions contained herein, the Parties mutually agree as follows:

##### **1. Provision of SRO's**

- A. BEPD agrees to provide one SRO through the fall semester of 2024. At the start of the spring semester of 2025, BEPD will increase the number of SROs to two. Beginning in the fall semester of 2025, BEPD will provide three SROs for the duration of this MOU.

##### **2. Cost of the SRO Program.**

- A. The School District will reimburse the City a total of \$53,413.16 per SRO per year beginning SY24-25. The reimbursement amount will be subject to an annual increase consistent with officer wages not to exceed +5% per officer per year through the duration of this agreement. This wage will include supervision of the SRO and any overtime worked by the SROs for each period.
- B. The invoices for payment will be submitted twice yearly, specifically on September 1st and May 1st for each year of the three-year period.

- C. Continuing education in the areas of school-based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, and cultural competence are cornerstones of an effective SRO. The School District will reimburse the City up to a total of \$5,000 annually for training costs when the City SRO participate in school-related training and professional development. The training will be mutually agreed upon between the City, and the School District. The costs shall include, but are not limited to: travel, per diem, and tuition.
- D. The School District agrees to provide an office with standard business accommodation for each SRO, including but not limited to an office, access to a telephone, computer, laptop, or tablet for the SROs to use for work purposes.
- E. The SROs shall have access to the School District's camera equipment and operating system.

**3. Employment of School Resource Officers.**

- A. The SROs shall be employees of the City and shall be subject to the administration, supervision and control of the City.
- B. The SROs shall be subject to all personnel policies and practices of the City, except as such policies or practices may be modified by the terms and conditions of this Agreement.
- C. The City, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SROs employed by that entity.
- D. A joint committee composed of representatives of the City and the School District shall make recommendations for the City SRO position to the BEPD Chief of Police who shall assign the City SRO position with input from the joint committee. If a district administrator and/or SRO supervisor is dissatisfied with a City SRO who has been assigned to a school, then district administration or City SRO supervisors may request that the BEPD Chief of Police assign a different officer as the City SRO for that school.
- E. SRO assignments per school:
  - 1. The City will provide a Supervisor to manage the SRO Program and personnel.
  - 2. Substitutions will be made in consultation with the school administrator(s) affected and will only be on a temporary basis.

**3. Duty Hours.**

- A. Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day. Reasonable efforts will be made to accommodate requests for SROs to attend after-school activities, such as sporting events, dances, and prom.

- B. It is understood and agreed that time spent by SROs attending circuit or magistrate court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement. This includes all training required by the State of South Dakota or Law Enforcement to maintain certification as a law enforcement officer in good standing.
- C. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in Law Enforcement and the principal of the school to which the SRO is assigned. If an SRO is absent from work for more than five consecutive days, the City will assign another certified law enforcement officer, if available, to substitute for the SRO beginning the sixth consecutive day of absence. The substitute law enforcement officer may or may not be an SRO trained officer.

#### **4. Duties of School Resource Officers.**

The SRO's duties will include, but not be limited to, the following:

- A. To be an extension of the principal's office for assignments consistent with this Agreement. SROs should be notified by the building principal whenever a situation arises that is or is likely to become criminal in nature, a present or potential danger to the staff, students, visitors or school property exists, or an issue that requires the assistance of additional personnel.
- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus. As to school code violations, the SRO will refer the student to the principal's office for discipline to be meted out by school officials.
- C. To act as the designee of the campus administrator in maintaining a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public-school property. As to school code violations, the SRO will defer to the principal's office for discipline to be meted out by school officials.
- D. To provide a classroom resource for law enforcement topics using approved materials.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.
- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.
- G. To make appearances before parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.

- H. The SRO will be involved in school discipline; when it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. As to school code violations, the SRO will take the student to the principal's office for discipline to be meted out by school officials.
- I. It will be the responsibility of the SRO to report all crimes originating on campus. On occasion, an SRO may be assigned cases originating outside school which may involve students from their assigned schools.
- J. The SRO will share information with the administrator about persons and conditions that pertain to campus safety concerns.
- K. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency- and delinquency-prone youths and their families. Referrals will be made when necessary.
- L. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- M. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.
- N. The SRO may be asked to provide community-wide crime prevention presentations that include, but are not limited to:
- Drugs and the law – Adult and juvenile
  - Alcohol and the law – Adult and juvenile
  - Sexual assault prevention
  - Safety programs – Adult and juvenile
  - Online safety and citizenship
  - Assistance in other crime prevention programs as assigned
- M. The SROs will wear approved business casual, department uniform, or formal business attire depending on the time of school year, the type of school activity or program, and the requests of the school and/or Law Enforcement. The BEPD Chief of Police (or designee) and the principal shall jointly set expectations and resolve any disputes in this area.
- N. The SROs will wear their department-authorized duty weapons in accordance with their respective department policy.

##### **5. Chain of Command.**

As employees of the City, SROs will be subject to the chain of command of the City.

In the performance of their duties, SROs shall coordinate and communicate with the principal or the principal's designee of the school to which they are assigned.

**6. Access to Education Records.**

- a. School officials shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.
- b. The School District's school officials and law enforcement mutually agree to share information as it pertains to or would likely have a significant impact on the safety, well-being, or operation of the school or educational environment.

**7. Term of Agreement.**

The initial term of this Agreement is three years commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 2027. However, should any Party encounter budgetary constraints that make the continuation of this Agreement impractical, then any Party may cancel this Agreement upon sixty (60) days' notice to the others. Following the initial three-year term, this Agreement shall be automatically renewed for successive one-year periods unless any Party requests termination or modification of this Agreement. This request must be made in writing.

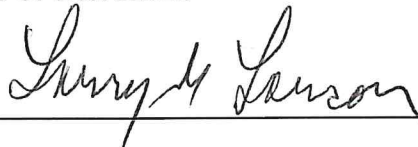
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first written above.

**DOUGLAS SCHOOL DISTRICT 51-1**

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

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

**CITY OF BOX ELDER**

  
\_\_\_\_\_

Mayor Larry Larson

  
\_\_\_\_\_

Interim City Administrator, Doug Curry

SECTION	<b>D</b>	TITLE	<b>FISCAL MANAGEMENT</b>	FILE	<b>DLC</b>
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**EXPENSE REIMBURSEMENTS**

Personnel and officials who incur expenses in carrying out their authorized duties will be reimbursed by the district upon submission of a properly filled out and approved voucher and such supporting receipts as required by the business manager. Reimbursement will be in accordance with Board approved travel allowance, which will comply with the limits established by state law.

Such expenses may be approved and incurred in line with budgetary allocations for the specific type of expense.

When official travel by personally owned vehicle has been authorized, mileage payment will be made at the rate currently approved by the Board, and in accordance with ~~state law the State Board of Finance~~.

**REFERENCES**

**State Reference:**

SDCL 3-9 [Travel Expenses and Allowances](#)

SDCL 4-7-10.4 [Budgeting and appropriations for compensation of board members](#)

**Adoption History**

First Reading	2/23/2015	Approved	3/9/2015
First Reading - Revision		Approved - Revision	

SECTION	D	TITLE	FISCAL MANAGEMENT	FILE	DN
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**SURPLUS PROPERTY**

**Personal Property:**

The Board may sell property of the school district that it considers no longer necessary, useful or suitable for school purposes. No board action is required to sell, trade, destroy, or dispose of consumable school supplies, printed text, or subscriptions. All property sold must be appraised by three real property owners of the school district unless that property is to be traded for other property, destroyed, transferred to another political subdivision, was created as result of an educational program, or is to be sold at public auction. The governing board may employ a person or persons licensed by the state to do fee appraisals in lieu of property owners.

Property appraised for ~~two-thousand five hundred dollars (\$2,500) or less less than \$500~~ may be sold without advertising for bids. Property, ~~including property created as a result of an education program,~~ appraised for more than ~~\$2,500~~500 will be advertised for sale in the official newspaper for two consecutive weeks, the first publication may not be less than 10 days before the sale. The notice of sale will describe the property to be sold and the time when the Board or its representative will open bids. Sealed bids will be filed with the business manager and opened at the Board meeting as specified in the notice.

The Board will sell the property to the highest bidder. However, the board may reject any or all bids.

In lieu of the acceptance of bids, school property may be sold at public auction. The auction will be advertised by posting notices and newspaper advertising as described above. Property sold at public auction need not be appraised but the Board should establish a minimum price.

Any school district library may discard over-duplicated, outdated inappropriate or worn library materials in accordance with state laws. Such discarded materials may be given to other libraries or to nonprofit agencies, destroyed, offered for public sale or traded to a vendor for future library material purchasing credits.

~~By law, the District may also exchange or transfer property to another political subdivision. The governing boards of the respective jurisdictions will determine the terms and conditions of this exchange or transfer.~~

**Real Estate:**

The school district may sell real property through sealed bids, at public auction or by listing the property with one or more licensed real estate brokers. The Board may accept any offer for purchase of real property. If the District sells real property by public auction or through a real estate broker, the Board shall give notice of the sale of the real property and the appraised value of the real property from the appraisal report on file with the Business Manager.

**Transfer of Property to another Political Subdivision:**

Pursuant to SDCL Ch. 6-5, the Board may exchange or transfer property to another political subdivision without offering the property for sale and without requiring the political subdivision or nonprofit corporation to pay for the property. The governing boards of the respective jurisdictions will determine the terms and conditions of this exchange or transfer.

**REFERENCES**

**State Reference:**

- SDCL 13-15-7 [Conveyance of district property to US for ed. purposes](#)
- SDCL 13-24-4 [Exchange of property](#)
- SDCL 13-24-9 [Board power over school buildings](#)
- SDCL 6-13 [Disposal of Surplus Government Property](#)
- SDCL 6-5 [Exchanges of property and work](#)

**Adoption History**

First Reading			
Approved			
First Reading-Revision			
Approved			

<b>SECTION</b>	<b>A</b>	<b>TITLE</b>	<b>FOUNDATIONS AND BASIC COMMITMENT</b>	<b>FILE</b>	<b>AF</b>
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**DANGEROUS WEAPONS IN THE SCHOOL**

School districts should be an example of what is required regarding observance and respect for law in society at large. Schools also must be highly conscious of the health, safety, and welfare of students, staff, and the public.

Various state and federal laws as well as board policy forbids the bringing of dangerous or illegal weapons to school or school sponsored activities. Notwithstanding SDCL 13-32-7, it is the policy of the District not to allow individuals with enhanced conceal carry permits to have firearms on school premises, school vehicle or any vehicle used for school purposes, in any school building or other building or premises used for school functions. Under state law, a school district may not keep or cause to be kept any list, record, or registry of holders of permits to carry a concealed firearm. (SDCL 23-7-8.6) Due to the safety of the students, staff, and visitors, a record of who has been granted permission to possess a firearm on school grounds is necessary. It is not practical for the District to allow possession of firearms by enhanced conceal carry permit holders while still providing for safety of students, because the District cannot collect any request and verify or keep on record those individuals proven to the District to have a valid enhanced conceal carry permit. Under SDCL 13-32-7, the District has the discretion to grant permission for certain individuals to have a firearm, but in the event the District allows it, the law requires such permission to be in writing. But because state law prohibits the District from keeping any written record regarding a concealed carry permit holder, giving written permission and keeping any documentation related to such process makes the District in violation of SDCL 23-7-8.6. Therefore, the District will not grant permission for enhanced conceal carry permit holders to possess firearms.

Any weapon taken from a student shall be reported to the student's parents. Confiscation of weapons will be reported to law enforcement. Appropriate disciplinary action shall be pursued by the building principal or superintendent.

A dangerous weapon is defined as any firearm, stun gun, or air-gun, knife or device, instrument, material or substance, whether animate or inanimate, which is calculated or designed to inflict death or serious bodily harm, or by the manner in which it is used is likely to inflict death or serious bodily harm.

For the purpose of this portion of this policy, the term "firearm" includes any weapon which is designed to expel a projectile by action of an explosive, the frame or receiver of any such weapon, a muffler or silencer for a weapon, or any explosive, including any poison gas.

**Revised**

No firearms are permitted on any school premises, school vehicle or any vehicle used for school purposes, in any school building or other building or premises used for school functions, except for:

1. Firearms under the control of law enforcement personnel.
2. Starting guns while in use at athletic events.
3. Firearms or air-guns at firing ranges, gun shows, or authorized supervised school training sessions for the use of firearms.
4. The ceremonial presence of unloaded weapons at color guard ceremonies.

Any employee violating this policy will be disciplined consistent with district policy, state law, and any applicable negotiated agreement. Any visitor violating this policy may be banned from future entrance onto District property. In addition, violations shall be reported to local law enforcement authorities.

Any student bringing a firearm to school, except as provided by law, shall be expelled for not less than twelve months and will be referred to law enforcement authorities. The Superintendent shall have the authority to recommend to the school board that this expulsion requirement be modified on a case-by-case basis. This policy shall be implemented in a manner consistent with IDEA and Section 504.

**REFERENCES**

<b>State References</b>	<b>Description</b>
<a href="#">SDCL 13-32-4</a>	School board to assist in discipline
<a href="#">SDCL 13-32-4.2</a>	Procedure for suspension
<a href="#">SDCL 13-32-7</a>	Possession of firearms on school grounds
<a href="#">SDCL 22-1-2</a>	Definition of terms
<a href="#">SDCL 23-7-8.6</a>	List, record, or registry of holder of permits prohibited
<b>Federal References</b>	<b>Description</b>
<a href="#">Public Law 103-382</a>	Improving America's Schools Act of 1994

**Adoption History**

First Reading	01/23/90		
Approved	02/12/90		
First Reading	02/26/07		
Approved	03/12/07		

Delete current language and combine with JFCJ

Ellsworth AFB

DOUGLAS SCHOOL DISTRICT

South Dakota

BOARD POLICY

Section A

Foundations and Basic Commitment

File: AF

**COMMITMENT TO ACCOMPLISHMENT**  
(School Unit Accountability)

~~The Douglas School District recognizes the Board's responsibility to be accountable to students, parents, taxpayers, and the general public.~~

~~It is the policy of the Douglas School District that the superintendent of schools shall establish a program for school unit accountability. The accountability program shall include pupil performance standards.~~

~~The Board recognizes that accountability requires that objective data or facts be available which makes it possible to understand why things did or did not work as planned. Only by attending to such data or facts can repeated failures be avoided. It is of even greater importance that the availability of such data or facts make it possible to replicate success.~~

References

Adoption History

First Reading	01/23/90
Approved	02/12/90
First Reading	02/26/07
Approved	03/12/07

Box Elder ~~DOUGLAS SCHOOL DISTRICT~~ South Dakota  
~~Board Policy~~

<del>SECTION</del>	<del>J</del>	<del>TITLE</del>	<del>STUDENTS</del>	<del>FILE</del>	<del>JFCJ</del>
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~~DANGEROUS WEAPONS IN THE SCHOOL~~

~~¶~~

~~Schools should be an example of what is required regarding the observance and respect for law in society at large. Schools also must be highly conscious of the health, safety, and welfare of students, staff, and the public.~~

~~¶~~

~~State and federal laws, as well as board policy, forbids the bringing of dangerous or illegal weapons to school or school-sponsored activities. The legislature, under SDCL 13-32-7, states "Any person, other than a law enforcement officer, who intentionally carries, has in his possession, stores, keeps, leaves, places or puts into the possession of another person, any firearm or air gun, whether or not the firearm or air gun is designed, adapted, used or intended primarily for imitative or noise making purposes, or any dangerous weapon, on or in any elementary or secondary school premises, vehicle or building or any premises, vehicle or building used or leased for elementary or secondary school functions, whether or not any person is endangered by such actions, is guilty of a Class 1 misdemeanor."~~

~~¶~~

~~The Douglas School Board defines a dangerous and/or deadly weapon as any firearm, knife, air gun, or device, instrument, material or substance, whether animate or inanimate, which is calculated or designed to inflict death or serious bodily harm.~~

~~¶~~

~~No firearms are permitted on any school premises, school vehicles used for school purposes, in any school building or other building or premises used for school functions. An exception would be weapons under the control of law enforcement personnel, starting guns while in use at athletic events, authorized supervised school training sessions for the use of firearms and the ceremonial presence of unloaded weapons at color guard ceremonies. Any violations shall be reported to local law enforcement authorities.~~

~~¶~~

~~In this regard, all dangerous and illegal weapons shall be confiscated from any person on school property. Incidents involving confiscation of a student's dangerous weapon will be reported to the student's parents and reported to the police for legal action. Appropriate disciplinary or legal action or both shall be pursued by the building principal.~~

~~¶~~

~~Students who have weapons confiscated will be immediately suspended for a period of up to ten days during which time an investigation will be conducted. During the investigation, the student will be afforded due process in accordance with Board Policies JFA and JFA-R. The report will be sent to the Superintendent's office for review. Appropriate disciplinary or legal action shall be pursued jointly by the Superintendent's office and the building principal. Disciplinary action for a dangerous weapon other than a firearm shall range from a short term suspension to expulsion. This policy shall~~

Delete

~~be implemented in a manner consistent with IDEA and Section 504.~~

¶

~~Possession/use of a firearm shall result in a twelve (12) month expulsion as per SDCL 13-32-4. For the purpose of this portion of this policy, the term “firearm” includes any weapon which is designed to expel a projectile by action of an explosive, the frame or receiver of any such weapon, a muffler or silencer for a weapon, or any explosive, including any poison gas.~~

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#### REFERENCES

**State Reference:**

~~[SDCL 13-32-7](#)~~

~~[SDCL 13-32-4.2](#)~~

~~[SDCL 22-1-2](#)~~

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#### Adoption History

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First Reading	5/25/1993	¶	¶
Approved	6/8/1993	¶	¶
First Reading-Revision	4/22/1996	¶	¶
Approved-Revision	5/13/1996	¶	¶
First Reading-Revision	1/11/2016	¶	¶
Approved-Revision	1/25/2016	¶	¶
First Reading-Review	11/13/2023	¶	¶
Approved	11/27/2023	¶	¶
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¶	¶	¶	¶

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SECTION	<b>D</b>	TITLE	<b>Fiscal Management</b>	FILE	<b>DK</b>
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**PAYMENT PROCEDURES**

All claims for payment from district funds will be processed by the business manager. Payment will be authorized against invoices properly supported by approved purchase orders, against properly submitted vouchers, or in accordance with salaries and salary schedules set by the Board. **The Board may authorize the payment for goods or services prior to the next board meeting if the Board specifies the vendor and the maximum amount allowed for the payment.**

List of accounts payable, including payroll lists, will be certified by the Superintendent and approved by the Board. Each registered warrant will be signed by the Board president; and the business manager will sign the endorsement statement. Actual invoices, statements and vouchers will be available for Board inspection.

The business manager will assume responsibility for assuring that budget allocations are observed and that total expenditures do not exceed the amount allocated in the budget for all items.

The school principals will be responsible for observing budget allocations in their respective schools. Each will also serve as custodian of the activity accounts in his or her respective school and will be responsible for their proper handling and expenditures.

**REFERENCES**

**State Reference:**

- [SDCL 13-18-1](#) Board authorization of payments
- [SDCL 13-18-10](#) Checks for federal tax payments as preferred obligation
- [SDCL 13-18-11](#) Register of warrants not paid for want of funds
- [SDCL 13-18-12](#) Validation of registered warrants and refunding bonds
- [SDCL 13-18-13](#) Call of registered warrants for payment
- [SDCL 13-18-9](#) Registered warrant prenumbered and issued when funds insufficient

Revised

Adoption History			
First Reading	02/23/15		
Approved	03/09/15		
First Reading-Revision			
Approved			

SECTION	<b>G</b>	TITLE	<b>PERSONNEL</b>	FILE	<b>GCDB</b>
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### CRIMINAL BACKGROUND CHECKS

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

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

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

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

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

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

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

## Policy Statement

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

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

## Designations

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

## Criminal Background Checks

1. Each person over eighteen years of age hired by the District, ~~who is a volunteer two or more times during the school year~~, or is employed by an entity which provides the District with student services shall be required to submit to a criminal background investigation.
2. The school district shall submit completed fingerprint cards to the Division of Criminal

- Investigation before the prospective new employee or volunteer enters into service.
3. If no disqualifying record is identified at the state level, the fingerprints shall be forwarded by the Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check.
  4. The District shall pay any fees charged for the cost of fingerprinting or the criminal background investigation for any person whose employment with the District or status as a volunteer is subject to the requirements of this section.
  5. Any person hired to officiate, judge, adjudicate, or referee a public event sponsored by a school district is not required to submit to a criminal background investigation.
  6. Any person whose employment or status as a volunteer is subject to the requirements of this section may enter into service on a temporary basis pending receipt of results of the criminal background investigation. The District may, without liability, withdraw its offer of employment or terminate the temporary employment or status as a volunteer without notice if the report reveals a disqualifying record.
  7. The criminal investigation required by this section with respect to a student teacher completing requirements for teacher certification shall be conducted by the District, and the District may rely upon the results of that investigation for employment of that person as an employee of the District. Results of a criminal background investigation conducted by another South Dakota public school district of a student teacher, hired by the District, may be relied upon by the District.
  8. A District employee who is employed simultaneously with another school district is only required to obtain one criminal background investigation, if the background investigation was conducted less than five years before the person was first employed by the District.
  9. The District shall run a background check on employees of contractors that provide the District with student services. Examples of contractors which provide student services include but are not limited to food service and bus service contractors. The contractor shall be responsible for the cost of the criminal background check.
  10. No person may be employed by the District, either directly or by contract, and no person employed by a contract provider and who would have direct student responsibilities may provide direct student services, if the person has been convicted of a crime of violence (murder, manslaughter, rape, aggravated assault, riot, robbery, burglary in the first degree, arson, kidnapping, felony sexual contact, felony child abuse, or any other felony in the commission of which the perpetrator used force, or was armed with a dangerous weapon, or used any explosive or destructive device), sex crimes (including but are not limited to, rape, felony sexual contact with a minor under sixteen, sexual contact with a person incapable of consenting, possessing, manufacturing, or distributing child pornography, and sexual exploitation of a minor), or distribution of trafficking in controlled substances or distribution of marijuana.
    - a. The District may also refuse to employ a person who has been convicted of a crime involving moral turpitude. "Moral turpitude" is defined "an act done contrary to justice, honesty, principle, or good morals, as well as, an act of baseness, vileness, or depravity in the private and social duties which a person owes to his fellow man or to society in general.
    - b. The District may consider any criminal conviction in making a hiring decision. The District has the sole and absolute discretion to determine whether the results of a criminal background investigation disqualify a person from employment within the District.
    - c. For purposes of this policy, the term conviction means a plea or verdict of guilty or a conviction following a plea of nolo contendere (no contest) in this state or any other state.
  11. The District's employment application form shall inform applicants that if no SD statutorily

disqualifying conviction is identified at the state level the fingerprints will be forwarded by the SD Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check.

12. The application form shall also inform applicants that if the applicant believes the criminal background result is incorrect or incomplete in any respect and the applicant wishes changes, corrections or updating of the alleged deficiency, the applicant should make application directly to the agency which contributed the questioned information or direct the applicant's challenge as to the accuracy or completeness of any entry on the applicant's record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D-2, 1000 Custer Hollow Road, Clarksburg, WV 26306. **The applicant has 30 days to provide evidence of errors or omissions related to the background check.**
13. Should an applicant be disqualified from employment due to the results of a criminal background check, the District shall inform the applicant that the criminal background check results prohibit the District from employing the person. The District will not delay the employment hiring decision solely because the applicant seeks to correct his/her FBI criminal history record information (CHRI).
14. ~~Before~~ Before a person's conditional employment is terminated as a result of the person's CHRI, the District shall inform the person whose conditional employment is subject to termination that the criminal background report reveals a conviction which prohibits the District from employing the person, and inform the person of his/her right to appeal the accuracy or completeness of the CHRI to the SDDCI or FBI. Employees shall be afforded procedural due process consistent with their employment status (i.e., whether the person is an employee-at-will, a school-year employee, or a ten month or twelve month employee) should termination of conditional employment be a possibility following the District's receipt of the CHRI.
15. All employees and other persons required to submit to a criminal background check pursuant to this policy must notify the District in writing if they are convicted of any offense of domestic violence, child abuse, sex offense, drug (including marijuana) or any felony offense. This notification must be made as soon as possible, but no later than five business days after the event.
16. The District reserves the right to require any employee or volunteer to submit to additional criminal background checks at the District's expense. The District reserves the right to require any employee of an entity which provides the District with student services to submit to additional criminal background checks which shall be at the entity's or person's expense.
17. As required by state law, SDCL 13-10-15, if, as the result of a criminal conviction the School Board suspends an employee without pay, or an employee resigns, or an employee is terminated, the Superintendent shall within ten days of the date of the suspension or the date the employment is severed report the circumstances and the name of the employee to the South Dakota Department of Education.

### Training

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

### Confidentiality

1. Before requesting CHRI on any individual, the District will give the individual written notification that his/her fingerprints will be used to obtain the CHRI of the individual, and the District will provide the individual a copy of the statement "Noncriminal Justice Applicant's Privacy Rights." Exhibit GCDB-E(1).

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

#### Access and Retention

1. The District may print or electronically share records when necessary to determine whether the person is authorized to work for the District. In those situations, the physical or electronic copy will be destroyed immediately after the decision is made.
2. If the District runs a background check on employees of a contractor that does business with the District, the District will not provide the CHRI to the contractor. Instead, the District will provide a clearance letter notifying the contractor whether the employee is cleared to provide services in the District.
3. The District will not disseminate CHRI across state lines.
4. Upon request the District will provide a copy of the SDDCI and FBI CHRI to the person who is the subject of the background check as long as the individual provides a valid photo id. The SDDCI and FBI CHRI will only be released to the individual and not to relatives, spouses or friends. The District will note in the dissemination log that a copy was provided to the individual.
5. ~~FBI rules prohibit the District from providing a copy of the FBI CHRI to the person who is the subject of the criminal background check.~~ The results of the background investigation done by the District shall be transferred to another South Dakota public school district if the other public school district, or current District employee, submits a written request to the District that the results be transferred to the other public school district. The District employee who was the subject of the criminal background investigation must sign a written release authorizing the transfer. The information will be sent by U.S. Mail or encrypted email.
6. ~~The results of the background investigation done by the District shall be transferred to another South Dakota public school district if the other public school district, or current District employee, submits a written request to the District that the results be transferred to the other public school district. The District employee who was the subject of the criminal background investigation must sign a written release authorizing the transfer. The information will be sent by U.S. Mail or encrypted email.~~ The District will retain CHRI records during the period of the individual's employment or service to the District, and will retain for 5 years after employment or service has ended or no employment has been offered. All documents will be destroyed by shredding or incineration.

## Recordkeeping

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

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

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

## Security

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

1. The LASO shall maintain a list of school district authorized persons who have access to CHRI.
2. In those cases when the District has physical copies of CHRI, the District will restrict access to authorized persons only. Physical copies of CHRI, if any, will be maintained in a controlled, secure environment, such as a locked cabinet in a room that is free from public or unauthorized access. The room or the locked cabinet will include an "Authorized Personnel Only" sign.
3. The District will not routinely maintain electronic copies of CHRI; however, in the rare instance where the District has electronic copies of CHRI, the District will restrict access to unauthorized persons only. Electronic data will be protected with encryption as designated by the state or federal government or will only be accessible by individual password. Computers, printers and monitors used to access CHRI must be situated to prevent unauthorized viewing of the information. CHRI cannot be accessed using computers available to the general public or personal devices. CHRI will not be stored on a server that is unprotected or accessible by an unauthorized entity.
4. CHRI will not be relocated, transmitted or transported outside a secure location unless encrypted according to FBI standards or transported in a locked container or in folders where the information is not visible to the public. A log must be kept if electronic information systems, such as a laptop, flash drive or CD with CHRI information on it, leaves a secured

area.

5. The District will dispose of records securely. Physical records will be cross-shredded or incinerated. If the District contracts out for record destruction, the destruction must be supervised. The District shall notify SDDCI of the entity with whom the District contracts for records destruction and must receive SDDCI approval to use the contractor for purposes of disposing of CHRI. Electronic records will be deleted and overwritten as required by the SDDCI or FBI.
6. The District will not provide auditors access to CHRI unless the auditor is authorized by the SDDCI or the FBI.

### Security Incident Response Plan

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

### Consequences

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

## REFERENCES

### **State Reference:**

SD Division of Criminal Investigation

[SDCL 13-10-12](#)

[SDCL 13-10-13](#)

[SDCL 13-10-14](#)

[SDCL 13-10-15](#)

[SDCL 13-10-16](#)

[SDCL 22-1-2 \(25\)](#)

[SDCL 22-1-2 \(9\)](#)

[SDCL 22-24B-1](#)

### **Federal Reference:**

[CFR Title 28 §16.34](#)

[CFR Title 28 §50.12](#)

## Adoption History

First Reading	08/14/2017		
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First Reading-Revision	06/27/2019		
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First Reading-Revision	04/24/2023		
Approved - Revision	05/08/2023		

SECTION	<b>I</b>	TITLE	<b>Instruction</b>	FILE	<b>IKF-R</b>
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## REQUIRED COURSES

The following courses, according to the South Dakota Administrative Rules, will be the minimum courses required for graduation from Douglas High School, beginning with the ~~2025-2026~~2019-20 school year:

### Diploma

Twenty-two (22) units of credit or more are required for graduation. The minimum twenty-two (22) units required must include the following:

- ~~Language Arts - 4 units to include: 1 unit of writing, 1 unit of Literature (to include .5½ unit of American Literature), and .5½ unit of speech or debate;~~
- ~~Social Studies - 3 units to include: 1 unit of United States History, .5½ unit of United States Government, ½ unit of Geography, and ½ unit World History;~~
- ~~Science - 3 units; to include: 1 unit Biology, and 2 units any lab sciences;~~
- ~~Mathematics - 3 units to include: 1 unit Algebra 1, and 1 unit Geometry;~~
- ~~Physical Education - .5½ unit;~~
- ~~Health/Health Integration - .5½ unit;~~
- ~~Fine Arts - 1 unit;~~
- ~~Personal Finance/Economics - .5½ unit;~~
- ~~Approved CTE - AND/OR World Language - AND/OR Capstone Experience - 1 unit (.5 of which must be computers)~~
- ~~Electives - 5.5 units~~

### Core Subjects

- **Language Arts (4 units):** Must include 1 unit of Writing, 0.5 unit of Speech or Debate, 1 unit of Literature (including 0.5 unit of American Literature), and 1.5 units of Language Arts electives.
- **Social Studies (3 units):** Must include 1 unit of U.S. History, 0.5 unit of U.S. Government, and 1.5 units of Social Studies electives.
- **Science (3 units):** Must include 1 unit of Biology and 2 units of any lab sciences.
- **Mathematics (3 units):** Must include 1 unit of Algebra 1, 1 unit of Geometry, and 1 Math elective.

### Additional Requirements

- **Physical Education (0.5 unit)**
- **Health/Health Integration (0.5 unit)**

- **Fine Arts (1 unit)**
- **Personal Finance or Economics (0.5 unit)**
- **Any Combination of the following (1 unit):** Approved CTE (Career and Technical Education), World Language, or Capstone Experience.

### Electives

- **5.5 units**

With signed parent/guardian approval, a student may receive a Douglas High School diploma after having satisfactorily completed requirements for the ADVANCED CAREER ENDORSEMENT path requirements per ARSD 24:43:11:02:02.

Academic core content credit may be earned by completing an approved career and technical education course. Approval to offer credit must be obtained through an application process with the Department of Education. The application must include: course syllabus; standards based curriculum; teacher certification; and assessment of standards by methods including end-of-course exams, authentic assessment, project-based learning or rubrics.

### Certificate of Completion

A Certificate of Completion may be substituted for the diploma if a student, completing a modified curriculum, has completed the minimum credits required by the State of South Dakota, or has met the requirements as determined by the student's IEP Team.

**DOUGLAS SCHOOL DISTRICT 51-1**

<b>POSITION TITLE &amp; DETAILS</b>			
<b>TITLE</b>	<b><u>TOSA, STUDENT SUCCESS COACH</u></b>		
<b>WORK DAYS</b>	182	<b>REPORTS TO</b>	Building principal
<b>SALARY SCHEDULE</b>	Negotiated	<b>SUPERVISES</b>	
<b>GROUP</b>	Certified Teacher	<b>EVALUATION</b>	Performance will be evaluated by building principal responsibilities and goals.
<b>FUNCTIONS</b>	The Student Success Coordinator serves as a vital link in promoting the academic, social, and emotional development of middle school students. The position focuses on creating and implementing support strategies to ensure students achieve success in school and beyond. This role requires collaboration with educators, families, and community partners to address barriers to student achievement, foster a positive school climate, and guide students toward academic and personal goals.		

<b>MINIMUM REQUIREMENTS</b>	
<b>EDUCATION</b>	Bachelor's Degree or higher
<b>CERTIFICATIONS / LICENSE</b>	South Dakota Teacher Licensure Pursuing South Dakota Teacher Licensure
<b>WORK EXPERIENCE</b>	<ul style="list-style-type: none"> <li>• Experience working with middle school students in an educational setting.</li> <li>• Knowledge of adolescent development and effective intervention strategies.</li> </ul>

<b>KNOWLEDGE, SKILL, &amp; ABILITIES</b>
<p><b>Skills and Competencies</b></p> <ul style="list-style-type: none"> <li>• Strong communication, collaboration, and problem-solving abilities.</li> <li>• Proficiency in data analysis and using data to drive decision-making.</li> <li>• Empathy and the ability to build trusting relationships with diverse student populations.</li> <li>• Familiarity with technology platforms used for student management and communication</li> </ul>

<b>ESSENTIAL RESPONSIBILITIES</b>	
<b>ACADEMIC SUPPORT</b>	<ul style="list-style-type: none"> <li>• Monitor and analyze student academic performance, attendance, and behavior data to identify at-risk students.</li> <li>• Develop individualized intervention plans to address academic challenges and provide targeted support.</li> <li>• Facilitate academic programs, study skills workshops, and other academic enrichment initiatives.</li> <li>• Collaborate with teachers to create inclusive classroom strategies and accommodations.</li> </ul>

	<ul style="list-style-type: none"> <li>● Annually assists in analyzing student climate data, and participates in developing related school improvement plans.</li> <li>● Data collection and analysis of the school MTSS model.</li> <li>● Attends appropriate meetings regarding student growth and success (IEP and 504 case conferences, parent meetings, expulsion hearings, etc).</li> </ul>
<b>FAMILY &amp; COMMUNITY ENGAGEMENT</b>	<ul style="list-style-type: none"> <li>● Communicate regularly with parents/guardians regarding student progress, challenges, and achievements.</li> <li>● Coordinate workshops and events to equip families with strategies to support student learning and well-being.</li> <li>● Build partnerships with community organizations to provide additional resources and opportunities for students.</li> </ul>
<b>SCHOOL CLIMATE &amp; CULTURE</b>	<ul style="list-style-type: none"> <li>● Collaborate with staff to address attendance issues and create proactive solutions.</li> <li>● Supervises students on campus before and after school; monitors students during lunch, recess, passing periods, and other activities; instructs students in appropriate behavior; disciplines students in accordance with established guidelines. Monitors and organizes attendance functions; prepares letters, calls parents, and attends meetings as needed, regarding absent or tardy students; provides leadership for attendance improvement efforts.</li> <li>● Confers with students, parents, and teachers regarding student related policies and concerns.</li> <li>● Collaborates with the school counselors and personnel to create and maintain student mental health and wellbeing.</li> <li>● Collaborates with School Resource Officers and Security personnel to create and maintain a safe environment.</li> <li>● Ensures proper documentation of student behavior and attendance within the school Student Management Systems.</li> <li>● Prepares and maintains a variety of district, county, state, and federal records and reports and/or directs preparation of records and reports by staff.</li> </ul>
<b>OTHER</b>	<ul style="list-style-type: none"> <li>● Maintain accurate records of student interventions and progress.</li> <li>● Contribute to school improvement plans by identifying trends and recommending solutions.</li> <li>● Participate in professional development opportunities to stay current on best practices in student support and education.</li> <li>● Perform other duties as assigned by supervisor.</li> </ul>