

DOUGLAS SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA

Monday, July 14, 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/94109800189?pwd=97GchK2EEMncdEHo2Y18BxuVbppwSQ.1>
Meeting ID: 941 0980 0189
Passcode: 786470

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. **Public Hearing on Proposed 2025-26 School District Budget**
9. Approve Consent Agenda Items:
 - A. Approval of Regular Meeting Minutes for June 23, 2025.
 - B. Approve Personnel Action

- C. Approve the Purchases and Issuing of Accounts Payable and Payroll
 - D. Approve South Dakota High School Activities Association Runoff Election Ballot for East River At-Large Representative as recommended.
 - E. Approve Conflict Disclosures and Waiver Authorizations Pursuant to SDCL 3-23-3
10. Items Removed From Consent Agenda
11. Elementary and Secondary Curriculum and Instruction Items:
- A. Approve 2025-2026 DHS Graduation Date as May 17, 2026.
 - B. Approve 2026 - 2027 Academic School Calendar
 - C. Approve Student Handbooks – Updates for 2025-2026.
 - D. Approval of 2025–2026 Coaching and Athletic Handbook
12. Superintendent Items:
- A. Approve the following Staff Handbooks for the 2025-26 school year:
 - Negotiated Agreement
 - Speech-Language Pathologist Handbook
 - Classified Handbook
 - Coordinator Handbook
 - Administrator Handbook
 - B. Approve open enrollment applications (batch #1) as recommended for the 2025-26 school year.
13. Fiscal Resources Items:
- A. LET IT BE RESOLVED that the Douglas School District #51-1 Board of Education, after duly considering the FY25 Expenditure needs, hereby approves and authorizes the transfer of FY25 contingency funds to the appropriate expenditure accounts within and between the General Fund and Special Education Funds for payment of instructional materials, equipment and costs not to exceed \$469,277.00
 - B. Approve Supplemental Budget as presented
14. Operational Support Services Items:
- A. Approve First Reading of New Board Policy ABAD - PARENTS’ RIGHTS
 - B. Approve First Reading of New Board Policy DFD - Gate Receipts and Admissions

- C. Approve First Reading of New Board Policy ECABB - Multi Occupancy Room Use (Bathrooms)
- D. Approve First Reading of Revised Board Policy BD - School Board Meetings
- E. Approve First Reading of Revised Board Policy BDDG - Minutes
- F. Approve First Reading of Revised Board Policy FC - Facilities Capitalization Program
- G. Approve First Reading of Revised Board Policy IGBA - Programs for Children with Disabilities
- H. Approve First Reading of Revised Board Policy KLB - Public Complaints About the Curriculum or Instructional/Library Materials
- I. Approve First Reading of Revised Board Policy IIAC - Library Materials Selection and Adoption
- J. Approve First Reading of Revised Board Policy JEA - Compulsory Attendance Age
- K. Approve First Reading of Revised Board Policy JEG - Exclusions and Exemptions from School Attendance
- L. Joint Transportation Study With The City of Box Elder (OLDCC Grant)

15. Reports:

- A. Superintendent:
 - 1. Studer Podcast
 - 2. DHP Chicago - July 21
 - 3. End Of Year Follow-up Studer and Aspiring Leaders
 - 4. Facilities Master Plan
 - 5. DCIP Grant
 - 6. Federal Funding Cuts

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

16. Upcoming Calendar Events:

- July 17 - Facilities Master Plan Committee Meeting, postponed to Sept 10
- July 22-23 - DHP Chicago Conference
- Aug 7-8 - ASBSD Joint Convention, Sioux Falls
- Aug 11 - BOE Meeting, 5:00 pm
- Aug 12 - Choice PD Day, DHS (DSD BOE Sessions)
- Aug 15 - Welcome Back Staff Breakfast, 7:30
- Aug 20 - First Day of School

17. Executive Session

18. Action As A Result of Executive Session

19. Adjournment

SECTION	B	TITLE	Board Governance and Operations	FILE	BDDH
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Public Participation at Board Meetings

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

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

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

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

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

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

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

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

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

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

1. Agenda and Non Agenda Items:

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

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

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

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

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

3. Authority of Presiding Officer:

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

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

REFERENCES

State Reference:

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

Policy Cross Reference:

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

Adoption History

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

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

DATE _____

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

Please print legibly.

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

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

This is the time for the Public Forum.

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

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

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

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

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

Adopted: 3/14/2022

FY24 - FY25 BUDGET COMPARISON ALL FUND EXPENDITURES

	FISCAL 2024-2025 <u>APPROVED</u>	FISCAL 2025-2026 <u>PROPOSED</u>	<u>DIFFERENCE</u>	
EXPENDITURE	GENERAL FUND -10	GENERAL FUND -10		
INSTRUCTION	\$14,828,288	\$15,450,000		
SUPPORT SERVICES	\$9,863,505	\$10,000,000		
COMMUNITY SERVICES	\$7,500	\$7,500		
CO-CURRICULAR	\$1,567,060	\$1,600,000		
DEBT SERVICES	\$0	\$0		
CONTINGENCY/TRANSF	\$378,647	\$390,000		
TOTAL	<u>\$26,645,000</u>	<u>\$27,447,500</u>	\$802,500	3.01%
EXPENDITURE	CAPITAL OUTLAY - 21	CAPITAL OUTLAY - 21		
INSTRUCTION	\$2,327,675	\$912,130		
SUPPORT SERVICES	\$700,825	\$2,566,220		
COMMUNITY SERVICES	\$0	\$0		
CO-CURRICULAR	\$1,076,100	\$174,300		
CONTINGENCY/TRANSF	\$0	\$0		
TOTAL	<u>\$4,104,600</u>	<u>\$3,652,650</u>	(\$451,950)	-11.01%
EXPENDITURE	SPECIAL ED. - 22	SPECIAL ED. - 22		
INSTRUCTION	\$4,216,088	\$4,400,000		
SUPPORT SERVICES	\$1,890,975	\$1,985,000		
COMMUNITY SERVICES	\$57,307	\$60,000		
CO-CURRICULAR	\$0	\$0		
CONTINGENCY/TRANSF	\$90,630	\$95,000		
TOTAL	<u>\$6,255,000</u>	<u>\$6,540,000</u>	\$285,000	4.56%
EXPENDITURE	IMPACT AID - 27	IMPACT AID - 27		
INSTRUCTION	\$0	\$0		
SUPPORT SERVICES	\$0	\$0		
COMMUNITY SERVICES	\$0	\$0		
CO-CURRICULAR	\$0	\$0		
CONTINGENCY/TRANSF	\$6,107,550	\$6,297,200		
TOTAL	<u>\$6,107,550</u>	<u>\$6,297,200</u>	\$189,650	3.11%
EXPENDITURE	FOOD SERVICE - 51	FOOD SERVICE - 51		
INSTRUCTION	\$0	\$0		
SUPPORT SERVICES	\$1,540,000	\$1,615,000		
COMMUNITY SERVICES	\$0	\$0		
CO-CURRICULAR	\$0	\$0		
CONTINGENCY/TRANSF	\$0	\$0		
TOTAL	<u>\$1,540,000</u>	<u>\$1,615,000</u>	\$75,000	4.87%
GRAND TOTAL	<u>\$44,652,150</u>	<u>\$45,552,350</u>	\$900,200	2.02%

FY24 - FY25 BUDGET COMPARISON ALL FUND REVENUES

	FISCAL 2024-2025 <u>APPROVED</u>	FISCAL 2025-2026 <u>PROPOSED</u>
REVENUE	GENERAL FUND -10	GENERAL FUND -10
LOCAL	\$3,969,650	\$4,275,000
COUNTY	\$175,000	\$180,000
STATE	\$17,387,500	\$17,850,000
FEDERAL	\$1,100	\$1,100
RESERVE/TRANSFER	\$5,111,750	\$5,141,400
TOTAL	<u>\$26,645,000</u>	<u>\$27,447,500</u>
REVENUE	CAPITAL OUTLAY - 21	CAPITAL OUTLAY - 21
LOCAL	\$2,973,800	\$2,868,600
COUNTY	\$0	\$0
STATE	\$0	\$0
FEDERAL	\$135,000	\$135,000
RESERVE/TRANSFER	\$995,800	\$649,050
TOTAL	<u>\$4,104,600</u>	<u>\$3,652,650</u>
REVENUE	SPECIAL ED. - 22	SPECIAL ED. - 22
LOCAL	\$1,620,500	\$1,750,000
COUNTY	\$0	\$0
STATE	\$3,514,875	\$3,600,000
FEDERAL	\$861,376	\$890,000
RESERVE/TRANSFER	\$258,249	\$300,000
TOTAL	<u>\$6,255,000</u>	<u>\$6,540,000</u>
REVENUE	IMPACT AID - 27	IMPACT AID - 27
LOCAL	\$0	\$0
COUNTY	\$0	\$0
STATE	\$0	\$0
FEDERAL	\$5,250,000	\$5,500,000
RESERVE/TRANSFER	\$857,550	\$797,200
TOTAL	<u>\$6,107,550</u>	<u>\$6,297,200</u>
REVENUE	FOOD SERVICE - 51	FOOD SERVICE - 51
LOCAL	\$570,750	\$629,750
COUNTY	\$0	\$0
STATE	\$3,000	\$3,000
FEDERAL	\$817,500	\$775,500
RESERVE/TRANSFER	\$148,750	\$206,750
TOTAL	<u>\$1,540,000</u>	<u>\$1,615,000</u>
GRAND TOTAL	<u>\$44,652,150</u>	<u>\$45,552,350</u>

MINUTES
DOUGLAS SCHOOL DISTRICT
BOARD OF EDUCATION MEETING

Monday, June 23, 2025

The Douglas School District No. 51-1 Board of Education held a Regular meeting on Monday, June 23, 2025 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: Absent, Chris Misselt: Present, Tonya Welch: Present, Jo Ann Mulholland: Alternate Associate Member, Present. All members were present via zoom.

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 Chris Misselt and seconded by Ben Frerichs, Carried.

Motion to approve consent agenda Items 7A-H. This motion, made by Chris Misselt and seconded by Ben Frerichs, Carried.

Approved Regular Board Meeting Minutes of June 9, 2025.

Approved May 2025 Financial Reports. (Attachment)

Approved Personnel Action for June 23, 2025. (Attachment)

Approved Accounts Payable Report. (Attachment)

Approved additional items as surplus. (Surplus for sale or discard)

Approved additional \$76,805.00 for the approved Capital Outlay Project for the DHS Theater Upgrade.

Approved payment for additional contract days for Superintendent.

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

Reports:

Superintendent Kevin Case and Business Manager Trista Olney are attending the Summer MISA (Military Impacted Schools Association) this week. They will report at the next meeting in July.

Committee Reports from Board Members and Comments from Associate Board Members

The BOE members' 4th quarter Per Diem was paid this pay period from the encumbrance report. Any adjustments based on actual attendance will be made in July.

There will be 2-3 presentations at the ASBSD Joint Convention this year by Douglas staff. Board members will have a presentation at the Douglas Staff PD Day on August 12.

Tanya Gray stated she attended the Pennington County Planning Commission meeting this morning regarding the Conditional Use Permit COCU 25-0012 and gravel mining located at the corner of 225th Street and 151st Avenue near the city limits of Box Elder. The commission voted not to recommend the permits to the Pennington County Commission, whose meeting will be July 1.

Motion to adjourn the meeting at 5:13 p.m. This motion, made by Tonya Welch and seconded by Ben Frerichs, Carried.

Tanya Gray, President

Trista Olney, Business Manager

_____ Initials

_____ Date

Published once at the total approximate cost of _____.

May 1, 2025 FINANCIAL	GENERAL FUND	CAPITAL OUTLAY	SPECIAL EDUCATION
BALANCE 4/30/2025	(1,377,791.81)	(842,358.27)	1,771,739.16
RECEIPTS:			
TAXES	1,644,850.92	1,503,728.72	746,869.72
INTEREST	1,338.84	0.00	0.00
ADMISSIONS	700.00	0.00	0.00
LOCAL	3,243.20	0.00	0.00
COUNTY	18,851.36	0.00	0.00
STATE	1,368,495.00	0.00	305,997.00
FEDERAL	82,529.25	224,383.00	46,298.00
OTHER	300.00	272.34	0.00
INTERFUND TRAN.	15,235.98	0.00	0.00
TOTAL RECEIPTS:	3,135,544.55	1,728,384.06	1,099,164.72
DISBURSEMENTS:			
VERIFIED CLAIMS	210,864.93	148,746.65	76,597.51
SALARIES	1,785,534.14	0.00	454,577.98
TRANSFERS OUT			
BALANCE 05/31/25	(238,646.33)	737,279.14	2,339,728.39
BALANCE 05/31/24	(215,188.63)	1,385,006.53	1,699,594.56

May 1, 2025 FINANCIAL	FEDERAL PROJECTS	UNEMPLOY- MENT FUND
BALANCE 4/30/2025	936,661.87	48,686.70
RECEIPTS:		
LOCAL		
STATE		
FEDERAL	0.00	0.00
REIMBURSEMENTS	6,481.18	
OTHER (LOCAL) -AFROTC	0.00	0.00
INTERFUND TRAN.		
TRANSFER IN		
TOTAL RECEIPTS:	6,481.18	0.00
DISBURSEMENTS:		
VERIFIED CLAIMS	12,693.40	0.00
SALARIES	86,598.41	0.00
TRANSFERS OUT		
BALANCE 05/31/25	843,851.24	48,686.70
BALANCE 05/31/24	(3,828,899.17)	49,497.51

May 1, 2025 FINANCIAL	DEP CARE	MEDICAL REIMB	IMPACT AID
BALANCE 4/30/2025	1,755.94	(2,335.62)	33,285,828.54
RECEIPTS:			
INTEREST	0.00	0.00	15,235.98
FEDERAL	0.00	0.00	288,726.00
LOCAL	1,585.44	3,567.22	0.00
OTHER			
INTERFUND TRAN.			
LOANS			
TOTAL RECEIPTS:	1,585.44	3,567.22	303,961.98
DISBURSEMENTS:			
VERIFIED CLAIMS	1,346.68	320.15	0.00
EXPENDITURES/TRANSFERS OUT	0.00	0.00	15,235.98
BALANCE 05/31/25	1,994.70	911.45	33,574,554.54
BALANCE 05/31/24	2,141.37	880.68	31,519,539.54

May 1, 2025 FINANCIAL	FOOD SERVICE	FIDUCIARY FUNDS
BALANCE 4/30/2025	136,109.28	243,127.30
RECEIPTS:		
INTEREST		
SALES	32,487.62	0.00
STATE	0.00	0.00
FEDERAL	78,945.25	0.00
LOCAL	579.76	37,168.90
OTHER	0.00	
INTERFUND TRAN.		
LOANS		
TOTAL RECEIPTS:	112,012.63	37,168.90
DISBURSEMENTS:		
VERIFIED CLAIMS	92,508.88	26,296.51
SALARIES	33,461.12	0.00
BALANCE 05/31/25	122,151.91	253,999.69
BALANCE 05/31/24	274,353.24	303,638.61

DOUGLAS SCHOOL DISTRICT**PERSONNEL ACTION 6/23/2025****Certified AOS Payments**

Rachel Smith	\$250.00
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Certified Staff Hiring

Name	Location / Position	Wage	Effective Date
Jennifer Grover	MS/World Language	\$73,950.00	2025-2026

Classified Staff Hiring

Name	Location / Position	Wage	Effective Date
Loghan Pitts	HS/Instructional Aide	\$17.00	2025-2026
Kacie Rontti	MS/Instructional Aide Lib	\$17.00	2025/2026
Theresa Milliken	BC/Night Custodian	\$18.25	7/1/2025
Heather Altman	MS/Instructional Aide	\$17.00	2025/2026

Temporary Hires

Name	Position	Salary	Effective Date
Destiny Triplet	Summer Technology	\$13.00	6/16/2025
Lucas Giersberg	Summer IT Support	\$13.00	6/17/2025
Haile Stearns	Summer Technology	\$15.00	6/18/2025
Karissa Perez	Summer Hours	\$43.15	6/1/25-6/30/25
Karissa Perez	Summer Hours	\$45.20	7/1/25-8/8/25
Sara Crawford-Brown	ESY Para Sub	\$23.00	7/1/2025-8/1/2025
Robert Hughes	Summer Maintenance	\$15.00	7/1/2025-8/11/2025
Maarin Waltman	Summer Maintenance	\$15.00	7/1/2025-8/11/2025
Luann Stukerjurgan	Summer Hours	\$20.50	6/9/2025-6/30/2025
Luann Stukerjurgan	Summer Hours	\$21.50	7/1/2025-8/1/2025

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

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
AMAZON.COM	185901		195.03
AUSMAN, ANGELA	185902		120.00
Auto Value Parts Store Rapid City	185903		26.95
BLACK HILLS CHEMICAL CO	185904		705.73
BLACK HILLS ENERGY- AUTO PAY	243		31,328.33
BOX ELDER HARDWARE	185905		343.82
CASH - CO	185906		934.00
COLUMN SOFTWARE PBC	185909		222.77
DAKOTA SUPPLY GROUP, INC.	185911		136.34
FIDUCIARY ACCOUNT	185912		13,889.57
FLOYD'S TRUCK CENTER	185913		1,493.63
FOOD SERVICE	185914		1,587.74
FRANCK, SYDNEY	185915		332.22
GREAT WESTERN TIRE COMPANY	185916		9,471.94
INNOVATIVE OFFICE SOLUTIONS	185917		1,335.13
INSTITUTE FOR MULTISENSORY EDUCATION	185918		3,000.00
KIEFFER SANITATION, INC.-AUTO PAY	244		3,587.10
LIFETOUCH PUBLISHING, INC.	185919		3,559.71
LYNN JACKSON SHULTZ & LEBRUN PC INC	185920		945.00
MIDCONTINENT COMMUNICATIONS- AUTO PAY	245		1,510.31
OLNEY, TRISTA	185921		845.99
PEACHJAR INC	185922		560.00
PENNINGTON COUNTY SHERIFF	185923		33,261.22
PRESSURE SERVICES INC	185924		790.46
RIVERSIDE TECHNOLOGIES INC	185925		595.00
SANFORD HEALTH OCCMED	185926		540.00
SECO CONSTRUCTION INC	185928		2,774.93
SHERWIN WILLIAMS	185930		456.73
SUMMIT COMPANIES	185931		4,967.80
TEMPERATURE TECHNOLOGY INC	185932		5,214.30
VANWAY TROPHY & AWARD, INC.	185933		28.50
GENERAL FUND			124,760.25

CO-OP ARCHITECTURE	185910	21,188.40
CAPITAL OUTLAY		21,188.40
BOX ELDER HARDWARE	185905	74.63
CASH - PUPIL PERSONNEL	185907	25.00
CHILDREN'S CARE HOSPITAL & SCHOOL	185908	6,001.00
FIDUCIARY ACCOUNT	185912	6,522.20
SD DEPARTMENT OF HUMAN SERVICES	185927	13,135.37
SPECIAL ED		25,758.20
INSTITUTE FOR MULTISENORY EDUCATION	185918	27,592.50
SHERATON HOTEL AND CONVENTION CENTER	185929	1,876.00
GRANTS		29,468.50
		201,175.35
CASH - CO	12783	160.00
CASH-WA DISTRIBUTING COMPANY, INC.	12784	13,193.18
FIDUCIARY ACCOUNT	12785	175.00
GENERAL FUND	12786	59,272.46
Loeffler, Michelle	12787	55.00
PAN-O-GOLD BAKING COMPANY, INC.	12788	608.32
PRAIRIE FARMS	12789	1,866.43
REINHART FOOD SERVICE LLC	12790	3,169.79
SERVALL TOWEL & LINEN SUPPLY, INC.	12791	199.08
FOOD SERVICE		78,699.26
GENERAL FUND	50309	7,213.32
STUDENT ACTIVITY		7,213.32
Grand Total:		287,087.93

**DOUGLAS SCHOOL DISTRICT
PERSONNEL ACTION 7/14/2025**

Certified AOS Payments

	Cathy Baragar	\$750.00		
	Kaitlin Heier	\$400.00		

Certified Resignations/Terminations

	Name	Position	Location	Effective Date
	Krystle Summers	5th Grade Teacher	VES	6/30/25 assess \$1000 penalty per contract terms

Classified Retirements

	Name	Position	Location	Effective Date
	Elizabeth Spears	Instructional Aide	BC	5/23/2025

Classified Resignations/Terminations

	Name	Position	Location	Effective Date
	Luke Ferdinand	Assistant FB Coach	HS	6/5/2025
	Nathan Udell	Groundskeeper	Maintenance	7/11/2025

Certified Staff Hiring

	Name	Location / Position	Wage	Effective Date
	Jennifer Randall	BC/PreK Teacher		2025-2026

Classified Staff Hiring

	Name	Location / Position	Wage	Effective Date
	Patricia Withorne	CA/Instructional Aide 18-21 Program	\$17.00	2025-2026
	Brooklyn Conley	CA/Instructional Aide	\$17.00	2025-2026
	Erin Harms	Student Teacher Intern	\$17.00	2025-2026
	Gabrielle Koper	Student Teacher Intern	\$17.00	2025-2026

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

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
A & B WELDING SUPPLY COMPANY INC.	185940	X	52.60
A TO Z SHREDDING	185941	X	697.14
ACE STEEL & RECYCLING, INC.	185942	X	227.25
AMAZON.COM	185943	X	1,047.09
BEST WESTERN PLUS RAMKOTA HOTEL	185945	X	428.00
BOX ELDER HARDWARE	185946	X	214.12
COMPASS	185948	X	4,350.00
DAKOTA BUS SERVICE, INC.	185950	X	4,930.00
EMC INSURANCE COMPANIES	185952	X	578,626.00
HIGH POINT NETWORKS, LLC	185956	X	1,371.80
HILLYARD INC	185987		1,317.90
KSB SCHOOL LAW	185988		3,000.00
LEXIIA VOYAGER SOPRIS LEARNING INC	185961	X	725.00
LODGE AT DEADWOOD, THE	185962	X	1,200.00
MARSH & MCLENNAN AGENCY LLC	185965	X	91,972.20
MENARDS	185966	X	23.76
OLNEY, TRISTA	185969	X	97.24
OLSON TOWING	185970	X	328.30
POWER HOUSE	185971	X	217.23
PRESSURE SERVICES INC	185972	X	241.50
RENEY'S BG SERVICES	185976	X	4,194.45
RISK ADMINISTRATION SERVICES INC	185989		82,561.95
SASD	185990		1,633.00
SHERWIN WILLIAMS	185977	X	163.84
VOYAGER FLEET SYSTEMS, INC.	185982	X	651.38
WARNE CHEMICAL & EQUIPMENT, INC.	185983	X	913.70
GENERAL FUND			781,185.45
CENTURY BUSINESS	185947	X	2,953.25
HAUFF MID-AMERICA SPORTS INC.	185955	X	13,835.43
TEMPERATURE TECHNOLOGY INC	185980	X	65,625.00
CAPITAL OUTLAY			82,413.68

ARNOLD, REBEKAH	185944	X	125.00
CROOKS, TERESA	185949	X	2,136.55
DECORY, CAMERON	185951	X	115.00
FIDUCIARY ACCOUNT	185953	X	4,916.26
HALL, LOLA	185954	X	125.00
HILL, RIVKA	185957	X	100.00
KELLSY, PATRICK	185959	X	125.00
KLAWITTER, MATTHEW	185960	X	125.00
LUGARDO, LOGAN	185963	X	125.00
MAHANEY, NATHAN	185964	X	75.00
MONTANO, GAGE	185967	X	100.00
NCS PEARSON, INC.	185968	X	8,241.25
QUANDT, SAMANTHA	185973	X	125.00
RATWIK, ROSZAK & MALONEY, P.A	185974	X	2,167.50
RED HAIR, JUSTINE	185975	X	110.00
RISK ADMINISTRATION SERVICES INC	185989		19,793.85
SHINING PATHWAY ABA, LLS	185991		20,130.00
SMOLIK, TRACE	185978	X	100.00
SUPER DUPER PUBLICATIONS	185992		140.75
SVOBODA, CHEYANNE	185979	X	125.00
TRUITT, ALLIE	185981	X	42.90
WEYMOUTH, JOSHUA	185984	X	125.00
WOOD, NEVAEH	185985	X	125.00
SPECIAL ED			59,294.06
			922,893.19
BEST WESTERN PLUS RAMKOTA HOTEL	12793	X	440.00
CASH-WA DISTRIBUTING COMPANY, INC.	12799		6,443.48
COBERLEY, AMY	12795	X	92.75
DAKOTA WAREHOUSE	12800		40.00
PRAIRIE FARMS	12801		7,139.46
REINHART FOOD SERVICE LLC	12802		5,846.69
RISK ADMINISTRATION SERVICES INC	12803		3,250.20
SERVALL TOWEL & LINEN SUPPLY, INC.	12804		287.34

FOOD SERVICE

23,539.92

Grand Total:

946,433.11

PAYROLL EXPENDITURES

JUNE 6 2025

JUNE 20 2025

TOTALS

\$1,202,810.36

\$1,225,535.61



**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION
2025 OFFICIAL RUNOFF ELECTION BALLOT**

**East River At-Large Representative
TERM: JULY 31, 2025 TO JUNE 30, 2030**

East River At-Large Representative- To be filled by a **Secondary Principal or Assistant Principal**

East River At-Large Principal- To be filled by a **Secondary Principal or Assistant Principal**. This position is currently held by Trent Osborne of the Ipswich School District. The representative position switches from a Superintendent position to a Principal Position. The East River At-Large representative may be a Principal or Assistant Principal from any SDHSAA member school physically located east of the Missouri River. This position must be filled by a Principal or Assistant Principal. **Any member school may nominate a person for this position and all member schools have the opportunity to vote.** Frederick Area, Watertown, and Pierre are ineligible as they already have members on the Board of Directors. Ryan Rollinger is eligible to run for this position even though he is coming off of the Board as Division I representative because he filled a vacated position for less than two years. The person elected will serve a **five-year term** on the SDHSAA Board of Directors and is unable to run for re-election.

You may vote for **one** candidate.

The deadline for the return of this ballot is **July 18, 2025.**

- Brittney Eide, Secondary Principal, Corsica-Stickney**
- Ryan Rollinger, Secondary Principal, Harrisburg**

Douglas School District 51-1
Name of Member School

July 14, 2025
Date

Signature (Superintendent or Principal)
Kevin Case

Signature (School Board President)
Tanya Gray

Unless there are TWO signatures, this ballot will be unacceptable and declared void.

Brittney Eide, Corsica-Stickney-

With 28 years of experience in education—including the past 11 as a school administrator—I bring a well-rounded and seasoned perspective to leadership. My administrative career began with six years as the Assistant Principal at the Mitchell Middle School and has continued for the past 5 years by serving as the 6–12 Principal and Activities Director at Corsica-Stickney. Throughout my career, I've remained deeply engaged in both athletics and fine arts—areas that are essential to the mission of the South Dakota High School Activities Association. My involvement in volleyball spans 18 years, including 11 as a head coach, and I currently serve as the Region 5B volleyball chairperson, a role held for the past four years. For a decade, I have supported our track and field program as an assistant coach, organizing meets and managing the FAT timing system at both home and away events. The sport of cheerleading has also been a part of my journey for 24 years, including coaching sideline and competitive teams as well as serving as a judge. As a member of the Cheer Advisory Committee, I played an instrumental role in proposing and helping implement competitive cheer and dance in South Dakota. Corsica-Stickney is a member of the Great Plains Athletic Conference of which I currently co-manage. In the fine arts realm, my experience includes coaching oral interpretation and one-act plays, organizing conference and regional competitions, and supporting students who advanced to state-level festivals.

Balancing academics with extracurricular programming is a unique yet rewarding challenge. My commitment is to ensure that every opportunity is a positive, enriching experience for students, staff, parents, officials, and fans. Passionate about education and dedicated to student success, I would be honored to bring this same energy and commitment to the SDHSAA Board of Directors. Thank you for your time and consideration.

Ryan Rollinger, Harrisburg-

My name is Ryan Rollinger, and I am honored to serve as the Principal of Harrisburg High School. I am seeking your vote to represent the East River schools on the SDHSAA Board of Directors, and I would be grateful for your support. With 25 years in education- 7 as a teacher and 18 in administration- I have dedicated my career to supporting students in both academics and extracurricular activities. As a former multi-sport athlete at the high school and collegiate level, I understand firsthand the value of high school activities in shaping well-rounded individuals. I have coached multiple sports and worked in small rural schools (Wessington, SD and Harrisburg in the early 2000's), and now in what is one of the largest high schools in the state, giving me a broad and balanced perspective.

Through my experience on the SDHSAA Board as the Division I Representative, I have gained valuable insight into the challenges facing South Dakota Schools, including geography, socioeconomics, NIL, funding, referee and coaching shortages, and competitive balance. My professional network spans athletic directors, fine arts directors, coaches, teachers, principals, superintendents, officials, and SDHSAA staff and board members, allowing me to advocate effectively for all schools. I am a student-centered decision-maker committed to ensuring fairness, consistency, and opportunity in all extracurricular programs across the state. I have represented education at many levels, serving on boards including SEAP, SDASSP, and as a NASSP facilitator. My passion for high school activities drives me to continue working on behalf of South Dakota students, and I would be honored to have your vote. Thank you for your time and consideration.

DOUGLAS SCHOOL DISTRICT

2025 - 2026 SCHOOL CALENDAR



HOME OF THE PATRIOTS

AUGUST						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Days: Student (8) Teacher (15)
 Aug. 5-8 New Teacher Orientation
 Aug. 11-19 District PD Days
 Aug. 18 Family Walk-Through
 Aug. 20 First Day of School

SEPTEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Days: Student (21) Teacher (21)
 Sept. 1 Labor Day

OCTOBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Days: Student (21) Teacher (22)
 Oct. 6, 7, 9 PTC 3:30 - 7:00 (see below)
 Oct. 9 End of 1st Qtr.
 Oct. 10 Conference Comp. Day
 Oct. 13 Native American Day
 Oct. 14 District PD Day

NOVEMBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Days: Student (16) Teacher (16)
 Nov. 11 Veteran's Day
 Nov. 26-28 Holiday Break

DECEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Days: Student (15) Teacher (15)
 Dec. 19 End of 2nd Qtr. / 1st Sem.
 Dec. 22-31 Holiday Break

JANUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Days: Student (17) Teacher (19)
 Jan. 1-2 Holiday Break
 Jan. 5-6 District PD Day
 Jan. 19 Martin Luther King Day

FEBRUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

Days: Student (19) Teacher (19)
 Feb. 9, 10, 12 PTC 3:30 - 7:00 (see below)
 Feb. 13 Conference Comp. Day
 Feb. 16 President's Day

MARCH						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Days: Student (21) Teacher (22)
 Mar. 12 End of 3rd Qtr.
 Mar. 13 District PD Day

APRIL						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Days: Student (19) Teacher (19)
 Apr. 2-6 Spring Break

MAY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8*	9
10	11	12	13	14	15*	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Days: Student (13) Teacher (14)
 May 8 & 15 Inclement Weather Days
 May 17 Senior Graduation
 May 21 Last Day for Students
 (2 hr. Early Release)
 May 21 End of 4th Qtr. / 2nd Sem.
 May 22 District PD Day

- No School - Holiday
- No School - Conference Comp.
- No School Students - District PD Day
- Early Release Students: 2 hrs
- First/Last Day of School
- Conferences- Evenings 3:30 - 7:00
- End of Quarter / Semester
- * Inclement Weather Days

170 student days
 (includes conference days)
 12 certified staff district days

Grade Reporting Dates

End of 1st Qtr. Oct. 9
 End of 2nd Qtr. / 1st Sem. Dec. 19
 End of 3rd Qtr. Mar. 12
 End of 4th Qtr. / 2nd Sem. May 21

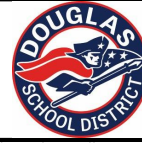
Parent Teacher Conference Nights

Mondays Douglas High School & Vandenberg
 Tuesdays Douglas Middle School, Badger Clark, Francis Case
 Thursdays All Schools

*The DSD Board of Education has approved forgiving up to six snow days during the 2025-2026 school year. If more than six occur, the 7th and 8th days will be made up on May 8 and May 15, 2026, respectively.

DOUGLAS SCHOOL DISTRICT

2026 - 2027 SCHOOL CALENDAR



HOME OF THE PATRIOTS

AUGUST						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Days: Student ()	Teacher ()
Aug. 4-7	New Teacher Orientation
Aug. 10-18	District PD Days
Aug. 17	Family Walk-Through
Aug. 19	First Day of School

JANUARY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Days: Student ()	Teacher ()
Jan. 1	Holiday Break
Jan. 4-5	District PD Day
Jan. 18	Martin Luther King Day

SEPTEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Days: Student ()	Teacher ()
Sept. 7	Labor Day

FEBRUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

Days: Student ()	Teacher ()
Feb.8,9,11	PTC 3:30 - 7:00 (see below)
Feb.12	Conference Comp. Day
Feb. 15	President's Day

OCTOBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Days: Student ()	Teacher ()
Oct. 5,6,8	PTC 3:30 - 7:00 (see below)
Oct. 29	End of 1st Qtr. (Oct. 8-36 D)
Oct. 9	Conference Comp. Day
Oct. 12	Native American Day
Oct. 30	District PD Day

MARCH						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Days: Student ()	Teacher ()
Mar25	End of 3rd Qtr.
Mar 26	District PD Day
Mar. 29-31	Spring Break

NOVEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Days: Student ()	Teacher ()
Nov. 11	Veteran's Day
Nov. 23-27	Holiday Break

APRIL						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Days: Student ()	Teacher ()
Apr. 1-2	Spring Break

DECEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Days: Student ()	Teacher ()
Dec 18	End of 2nd Qtr. / 1st Sem.
Dec. 21	Holiday Break

MAY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Days: Student ()	Teacher ()
May 14, 21	Inclement Weather Days
May 23	Senior Graduation
May 26	Last Day for Students (2 hr. Early Release)
May 26	End of 4th Qtr. / 2nd Sem.
May 27	District PD Day

- No School - Holiday
- No School - Conference Comp.
- No School Students - District PD Day
- Early Release Students: 2 hrs
- First/Last Day of School
- Conferences- Evenings 3:30 - 7:00
- End of Quarter / Semester
- Inclement Weather Days

170 student days
(includes conference days)
182 certified staff district days

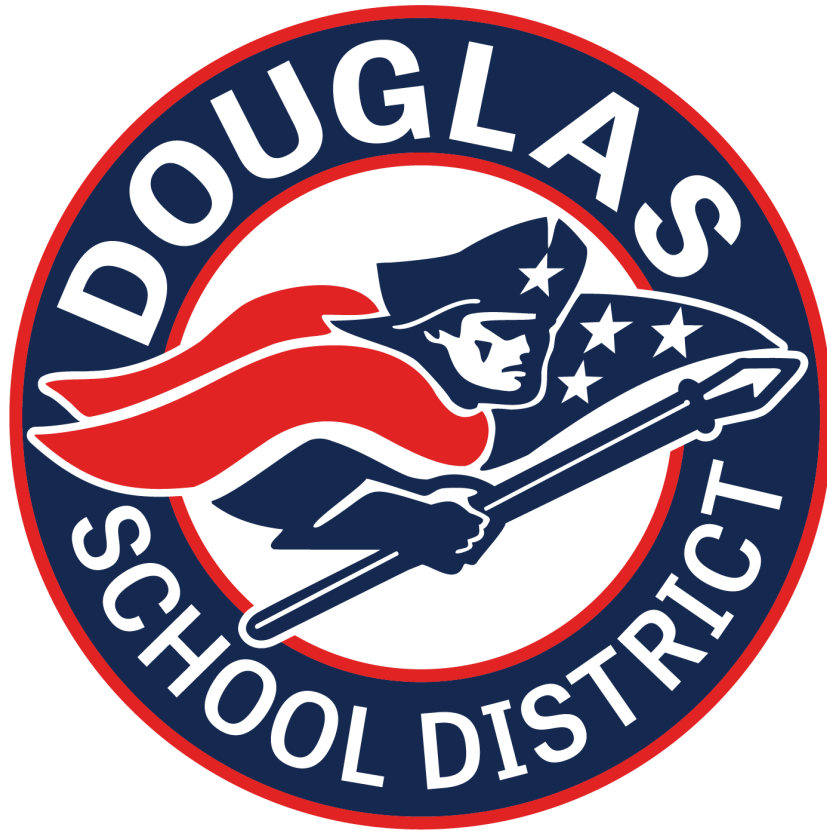
Grade Reporting Dates	
End of 1st Qtr.	Oct
End of 2nd Qtr. / 1st Sem.	Dec
End of 3rd Qtr.	Mar
End of 4th Qtr. / 2nd Sem.	May

Parent Teacher Conference Nights	
Mondays	Douglas High School & Vandenberg
Tuesdays	Douglas Middle School, Badger Clark, Francis Case
Thursdays	All Schools

*The DSD Board of Education has approved forgiving up to six snow days during the 2026-2027 school year. If more than six occur, the 7th and 8th days will be made up on May 14 and May 21, 2027, respectively.

DSD Board Approved _____

2025-26



AGREEMENT BETWEEN

DOUGLAS SCHOOL DISTRICT 51-1

and

DOUGLAS EDUCATION ASSOCIATION

Discrimination Prohibited

Equal Opportunity Employment

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

Title IX Policy Notification Statement

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

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

Inquiries concerning the applications of Title VI Civil Rights Act of 1964 may be referred to the Executive Director of Secondary Academics, Douglas School District 51-1, 400 Patriot Drive, Box Elder, SD 57719. (605) 923-0000. Section 504 of the Rehabilitation Act of 1973, as amended, may be referred to the Director of Special Education Services, Douglas School District 51-1, 421 Don Williams Drive, Box Elder, SD 57719 (605) 923-0013.

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

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NEGOTIATIONS AGREEMENT

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

WITNESSETH:

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

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

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

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

ARTICLE I

RECOGNITION

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

ARTICLE II

DISTRICT RIGHTS

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

ARTICLE III

ASSOCIATION RIGHTS

- A. The Association shall be furnished on request regularly and routinely prepared information concerning the financial condition of the School District, including the annual financial statement and adopted budget. Nothing herein contained, however, shall require the Central Administrative Staff to research and assemble information requested by the Association.
- B. When the agenda of an official meeting of the Board of Education has been prepared and finalized, a digital copy of such agenda shall be made available online for access by the association within a reasonable time.
- C. Any authorized representative of the Association and its affiliates shall be free to visit the various places of employment of all of the employees covered by this Agreement at reasonable hours and for reasonable periods of time for the purpose of carrying on his/her duties relating to the Association including those related to the administration of this Agreement, provided that:

1. He/she shall first notify the building principal or other appropriate supervisor of such building who will provide a meeting place for meetings with teachers;
2. There shall be no interference with the conduct of the operations in such buildings; and
3. No teacher shall be consulted when such teacher has direct classroom or other supervisory responsibilities.

Neither the Association, its members nor its representatives shall visit such places of employment for the purpose of collecting Association dues during working hours.

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

ARTICLE IV

EDUCATION COUNCIL

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

ARTICLE V

GRIEVANCE PROCEDURE

([Board Policy Regulation GBM-R](#))

A. Definitions

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

B. Principles

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

C. Time Limits

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

D. Informal Procedures

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

E. Formal Procedures

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

- d. A teacher who is not directly responsible to a building principal may submit the formal written grievance to the administrator to whom he/she is directly responsible.

2. Level 2: Superintendent

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

3. Level 3: Board of Education

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

4. Level 4: Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 3, or if no decision has been rendered within ten (10) days after the Board has heard the grievance, he/she may within ten (10) days thereafter initiate an appeal to the Department of Labor, which shall conduct an investigation and hearing and shall issue

an order covering the points raised, which order shall be binding on the employees and the Board of Education in accordance with the provisions of [SDCL 3-18-15.2](#).

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

F. Rights to Representation

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

G. Miscellaneous Provisions

1. If a grievance affects a group of teachers from more than one building, such grievance may be submitted in writing directly to the superintendent's office, and the processing of such grievance may be commenced at Level 2.
2. To facilitate the operation of the grievance procedure, necessary forms for filing, serving notices, making appeals and other necessary documents will be jointly prepared and distributed by the Superintendent or designee and the Douglas Education Association.
3. All documents and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. The Board and the aggrieved person shall make available to one another all pertinent information, not privileged under law, in their possession or control which is relevant to the issues raised by the grievance.
5. When it is necessary for a representative or representatives of the Association, the aggrieved person or party in interest to attend a grievance hearing called during the school

day, the superintendent's office shall notify the principal of such representatives and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

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

ARTICLE VI

COMPLAINTS/REQUEST FOR REVIEW

Refer to Board Policy KL-R and Board Policy KL-E(1)

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

ARTICLE VII

MEDICAL EXAMINATION

- A. If at any time there is reasonable cause to believe that an employee is suffering from an illness detrimental to the health of the pupils, the Board of Education may require a certification of health. The expense of obtaining additional certifications of health will be borne by the School District.
- B. An employee of the Board of Education who is not able to return to duty on the day following ten (10) days of illness or injury may be required to present a certificate of ableness to the principal upon his return to work. This certificate shall be made out by a physician authorized to practice medicine under the laws of the State of South Dakota.
- C. An employee who has been absent because of a nervous disorder must present a satisfactory report from a physician authorized to practice medicine under the laws of the State. In addition, the employee may be required to provide a medical report secured from the School District's designated physician at the expense of the School District.

ARTICLE VIII

INDIVIDUAL TEACHER'S CONTRACTS

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

ARTICLE IX

CONTRACT RENEWAL AND CONTINUING CONTRACTS

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

ARTICLE X

ASSIGNMENT AND TRANSFER

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

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

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

A. Assignments:

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

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

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

B. Transfers-

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

In the determination of requests for transfer, the convenience and wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interests of the School District. If more than one teacher has applied for the same position, the teacher determined to best serve the needs of the school district shall be appointed.

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

Any teacher desiring a transfer shall submit a Transfer Request Form to Human Resources. Such a request shall include the grade or subject to which he/she desires to be transferred, in order of preference.

Teachers having pending transfer requests may obtain information as to any such vacancies by consulting the postings on the district website.

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

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

ARTICLE XI

DISMISSAL AND SUSPENSION

- A. The Board of Education may dismiss any teacher at any time for just cause, including breach of contract, poor performance, incompetency, gross immorality, unprofessional conduct, insubordination, neglect of duty, or the violation of any policy or regulation of the school district. The Board of Education may non-renew a teacher who is in or beyond the fourth consecutive term of employment as a teacher for just cause, including breach of contract, poor performance, incompetency, gross immorality, unprofessional conduct, insubordination, neglect of duty, or the violation of any policy or regulation of the school district as stated in [SDCL 13-43-6.1](#). If a teacher is terminated for cause, they are no longer entitled to accrued benefits.
- B. Whenever the Board contemplates the dismissal of a teacher such teacher shall first be temporarily disengaged from his/her responsibilities, notified in writing of the reasons for such contemplated dismissal and advised that he/she has fifteen (15) days in which to request a hearing before the Board of Education. If no hearing is requested within such fifteen (15) day period, the contemplated dismissal shall become final. Upon written request received within such fifteen (15) day period, an executive session hearing before the Board of Education shall be held within seven (7) days thereafter. At such hearing, the teacher shall have the right to hear the evidence against him/her, cross-examine any person who has made charges against him/her and present evidence and testimony on his/her own behalf and shall have the right to counsel of his/her own choosing. Within five (5) days after the hearing, the Board shall render its final decision and notify the teacher of its decision in writing. The teacher shall have the right of appeal as provided in the final step of the grievance procedure. (SDCL 13-43-6.2)
- C. No teacher shall be suspended or reduced in rank or compensation without just cause. Any such action may be subject to the grievance procedure.

ARTICLE XII

REDUCTION IN PROFESSIONAL STAFF WORKFORCE

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

that the Board of Education determines that staff reduction is appropriate, the following guidelines may be considered:

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

teaching for which credit was allowed on the District's salary schedule. Where two or more teachers have the same total net credited service, seniority between them shall be determined by lot.

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

ARTICLE XIII

LENGTH OF SCHOOL TERM

The school term shall be as set forth in the 2025-2026 School Calendar approved by the Douglas School Board.

ARTICLE XIV

TEACHING DAY

- A. The normal school day shall be seven and one-half (7 1/2) hours of duty in length except on Fridays when it will be seven and one-quarter (7 1/4) hours of duty in length. Normal duty hours

are from 7:30 a.m. until 3:30 p.m. Duty hours are exclusive of time necessarily required to perform extra-duty assignments as well as other assigned duties. The actual period of time assigned for such duty hours shall be made by the building principal or other appropriate supervisor and shall be adjusted to meet the needs of the department, division or level (elementary, middle or high school) to which the teacher has been assigned. Reference [Board Policy GBN—Staff Flex Time](#) for any adjustments to meet the needs of the individual teacher.

- B. When an administrator calls a building meeting that exceeds the normal duty hours, the teachers of that building will be able to adjust the same amount of time on a day mutually agreed upon with the teacher's direct supervisor. This adjustment shall be handled at the building level through the principal's office and will involve only that time outside the regularly scheduled classroom day.
- C. All teachers shall be entitled to a minimum of a one-half (1/2) hour duty-free uninterrupted lunch period. However, this minimum may be waived upon a majority vote of the teachers in a particular building in order to obtain a more flexible or workable schedule.
- D. Teachers are expected to be in their assigned area or building during their established duty hours unless extra-duty or other assigned duties conflict, or unless necessary school business or an emergency personal need requires their absence for which approval of the building principal has been obtained. On the last scheduled teaching day prior to a holiday and on local, state and national election days, teachers may leave the building fifteen (15) minutes prior to the end of the normal teacher day. On such days, compensation and all leave deductions will be according to Section A above, seven and one-half (7 1/2) hours of duty in length except on Fridays when it will be seven and one-quarter (7 1/4) hours of duty in length.
- E. Teachers are expected to attend parent-teacher conferences and open houses as well as meetings called by the building principal and general meetings called by the superintendent. In case of general meetings, a dismissal time shall be designated by the Superintendent or designee. Teachers are expected to attend faculty meetings, which are held in each building, unless they are excused, for valid reason, by the principal. [Board Policy GCK](#).
- F. Teachers are expected to serve on committees as necessary. As much as possible, such meetings will be held within the seven and one-half (7 1/2) hour day and volunteers for such committee work will first be sought. Committee assignments will be made with consideration as to the work involved in each particular assignment, and committee assignments will be distributed among the various members of the teaching staff insofar as possible.
- G. All activities under the direction and supervision of the School District are considered to be an integral part of the curriculum. Instructional personnel shall accept an equitable share of responsibilities

designed to provide a balanced program for the students of the School District. In an effort to achieve equality in the distribution of such responsibilities, assigned duties, such as described below, shall be distributed equitably among suitably qualified staff members. Assigned duties will be made by the building principal.

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

- H. No teacher will be required to substitute for an absent teacher except under emergency conditions where a substitute teacher cannot reasonably be obtained. Administration will make an effort to preserve planning time for teachers and to ensure that such assignments shall be made equitably. If a teacher is required to substitute for an absent teacher for any amount of time, then that teacher will be paid ~~\$25.00~~ ~~\$20.00~~.

ARTICLE XV

TEACHER EVALUATION

A. Purpose

The Douglas School District shall design, implement, and periodically update a systematic process for professional staff evaluation. The purpose of the evaluation process shall be to ensure quality instruction for Douglas students. More specifically, the process and data generated by professional staff evaluation will be used to: 1) provide clear, timely, and useful feedback to teachers, 2) guide professional growth activities for teachers, and 3) assist in making renewal or non-renewal

decisions. Student achievement and professional growth shall be the focus of the evaluation process. The District will follow the required processes and procedures for the South Dakota Teacher Effectiveness Model. This model uses the Danielson Framework for evaluating professional practice and also includes measures of student achievement in calculating a Summative Effectiveness rating. To the degree possible, the evaluation process should focus on strengths and professional growth and should be a positive non-threatening experience. ([Board Policy GCN](#))

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

B. Procedures

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

Experienced teachers (those with more than 3 years of teaching experience), who are new to the Douglas School District, will be evaluated formally during their first year in the District. At the end of the first year, the evaluator will determine whether or not the teacher will require formal evaluation the second year of employment, or if s/he is to be placed on the continuing contract schedule of evaluation.

3. Continuing contract teachers (teachers who have completed three (3) consecutive years of service in the Douglas School District) shall be formally evaluated every other year as required by the state, or more frequently as determined by their supervising principal. If a teacher is on a Plan of Assistance, the Professional Practice Rating will be completed before the third Monday in March.

4. If the teacher and principal include a formal observation in the evaluation process, the teacher shall be notified at least five (5) days in advance if a formal observation is to be scheduled. The five (5) day timeline may be waived by the teacher.
5. All required documentation (as determined by the evaluator and teacher) shall be completed by the teacher, and discussed with the evaluator prior to all formal observations.
6. Teachers will receive feedback within five (5) days of a walkthrough, and, if a formal observation is done, a post-observation conference will be held within ten (10) days after the formal observation.
7. A final evaluation conference shall be conducted following the appropriate timelines. The final evaluation shall be based on a variety of performance, behavior and conduct factors, including but not limited to, classroom observations, SLO's, goals and conferences with the evaluator. Signing of the written evaluation by the teacher shall not imply agreement with the evaluation; it merely indicates that the evaluation was discussed. A copy of the final evaluation shall be given to the teacher.
8. A teacher or administrator may request another person to accompany them at any step within the evaluation procedure.
9. When "unsatisfactory" is noted on the professional practices rubric and/or student growth is "low" (based on the SLO), the evaluator shall work with the teacher to develop a mutually agreed upon a Plan of Assistance. An evaluator may also place a teacher on a Plan of Assistance if the overall Summative Effectiveness rating is "below expectation." The Superintendent or designee shall assist in the development of the Plan of Assistance. A Plan of Assistance may extend into the following year. It is very important for the teacher to successfully complete the Plan of Assistance as failure to do so may result in dismissal.
10. Professional Practice Ratings (PPR) are to be completed before the third Monday in March. The recommendation portion of the PPR need only be completed for the final evaluation and shall be checked in one of three categories:
 - . . . Recommended for Employment
 - . . . Recommended with Qualifications
 - . . . Not Recommended for Employment

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

All provisional teachers will be subject only to [SDCL 13-43-6.1 through 13-43-6.6](#) as it relates to contract renewal.

11. The evaluation of extra-duty positions (Appendix B) shall take place during and/or after the activity occurs. A conference will be held in conjunction with the evaluation.
12. An honest effort will be made to conduct the evaluation process openly and with the full knowledge of both parties involved.

C. Access to Personnel Files

1. While employed by the Douglas School District, a teacher shall have the right, upon request, to review the non-confidential contents of his/her personnel file (except confidential placement papers) maintained in the central office and to receive copies at his/her own expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. Once per school year, a teacher shall have the right to indicate those documents or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Such documents shall be reviewed by the Superintendent or his/her designee, and if the teacher and the Superintendent or his/her designee agree that they are obsolete or otherwise inappropriate to retain, they shall be destroyed.
2. No material which is derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has received a copy. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed. (Signature of the copy does not imply agreement

with the document's contents; it merely indicates that the document's contents have been viewed by the teacher and discussed.) A teacher also has the right to submit a written response to the document. Such responses will be reviewed by the Superintendent or designee and attached to the file copy.

3. The personnel file in the central office shall contain employment data, credentials, letters/notes of commendation or reprimand, evaluations, and other relevant information.

ARTICLE XVI

LEAVES OF ABSENCE

A. Extended Leave of Absence

A leave of absence without compensation may be granted to certified employees for a period not to exceed one year. Requests for leave must ordinarily be submitted in writing to the Board of Education no later than March 1 during the school year preceding the year in which the leave of absence is desired. Requests received after March 1 may be granted provided, in the judgment of the Board, a suitable replacement can be found. Except in cases of emergency, the request for leave of absence must be submitted at least forty-five (45) days prior to the date upon which the requested leave is requested to begin and must contain the purpose and length of the proposed absence. Request shall be acted upon within a reasonable time, not exceeding forty-five (45) days. A copy of this leave provision shall be given to the employee when a leave is granted.

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

An employee desiring to return from such leave shall give written notice of a desire to return to employment no later than February 1 of the year in which he/she is on leave. If the leave extends for a period of less than one year, the employee shall give ninety (90) days written notice of a desire to return from such leave at the end of the term thereof. Upon return to work, the district shall place the employee in his/her same position or an equivalent position for which they are qualified. (Equivalent position as it relates to step, lane, and salary with equivalent pay, corresponding benefits and other terms and conditions of employment.)

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

B. Short Leave Without Pay

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

C. Professional Leave

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

- a. The leave is in the best interest of the Douglas School District and relates to the teacher's professional interests or leadership position in local, state or national educational organizations.
- b. The request for leave must be directly associated with educational activities.
- c. Applications must be submitted a minimum of seven (7) days in advance and must be approved by the building principal and the Superintendent or designee.
- d. Approval for professional leave will be contingent on the availability of sufficient funds. Priority will be given to professional leave applications of faculty members who:
 - (1) Submit them first;
 - (2) Hold local, state, and/or national offices in educational professional organizations;
 - (3) Have not been granted professional leave in excess of five (5) days during the preceding three years.

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

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

D. Association Leave

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

- a. Members attending conferences and workshops will be chosen by the local association with written approval from the DEA President.
- b. The leave is in the best interest of the teacher's professional interests or leadership position in local, state or national education.
- c. The request for leave is directly associated with educational activities.
- d. Applications must be submitted a minimum of seven (7) days in advance of the conference or workshop.
- e. Days will not accrue from year to year.
- f. Board sponsored professional leave for association members will not subtract from association leave days.
- g. There will be no expense to the District, except for the cost of the substitute, if needed.
- h. **Seven (7)** ~~Three (3)~~ additional days each school year will be granted to the Association to use for conducting additional Association business at the discretion of the Association. Written notification must be submitted to the Superintendent 5 days prior to the date of leave. Any substitute cost for these additional **7** ~~3~~ days will be paid by the Association.

E. Sick Leave

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

parents/legal guardians and grandparents of the employee's spouse, an individual who is a permanent resident in the employee's home, and any person for whom the employee has specific legal responsibility.

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

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

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

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

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

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

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

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

F. Bereavement Leave

Three (3) days of bereavement leave may be taken for death in the immediate family (as defined above in "E. Sick Leave"), and will not be deducted from the employee's sick leave allocation. An employee who has exhausted all of their sick leave may request consideration

from the Superintendent or designee for two (2) additional days of bereavement leave, for a maximum of five (5) days. This request may be made for up to two (2) occurrences in a school year. Bereavement leave will be granted per occurrence, and will not be accumulated. Sick leave may be taken for extended bereavement leave.

G. Family and Medical Leave

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

H. Worker's Compensation

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

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

I. Additional Use of Sick Leave (Court Appearance)

Each employee, upon the approval of the Superintendent or designee, may be granted the privilege of using a maximum of five days sick leave to cover absences due to a required appearance in a court of law, involving no moral turpitude on the part of the employee, in a case in which the employee is a party.

J. Personal Leave

Three (3) days of sick leave may be taken for personal reasons each year, if approved a minimum of two days in advance. One (1) additional day of personal leave shall be granted each year to an employee in their 4th, 5th, 6th and 7th year of employment. No more than seven (7) personal leave days may be used in any one year with the exception of an employee taking an oral or written comprehensive examination to complete a degree.

- a. One day of personal leave may be used to extend a scheduled school holiday one time per year, with approval of the building principal.
- b. A second day of personal leave may be used to extend a holiday one time in a school calendar year upon approval of the Superintendent or designee.
- c. Leave may not be used on the first or last calendar day with students, to extend the Winter Holiday, or during Parent/Teacher Conference Hours.
- d. Use of Personal leave is strongly discouraged during In-service Days.
- e. Leave may not be requested more than 180 days in advance.

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

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

Personal leave cannot be accumulated.

K. Court Witness and Jury Duty Leave - Reference [Board Policy GCBDC](#)

L. Military Leave - Reference [Board Policy GCBDD](#)

M. Parental Leave

1. Upon written application to the Board, a parental leave of absence **without pay** shall be granted to a teacher **for the birth or adoption of a child.** ~~for the purpose of childbearing and/or child rearing. A teacher who is pregnant shall notify her principal in writing, accompanied by her physician's written statement with the approximate date of expected birth, at least forty-five~~ **Notice must be given to HR at least** forty-five (45) days prior to **the** date leave is to begin. **Current FMLA guidelines will be followed (See ARTICLE XVI, G)** ~~She shall indicate in the written notification (1) whether she wishes to apply for a parental leave of absence prior to the birth of the child or continue working until she is no longer able to do so, (2) the requested commencement day (may be approximated) of a leave request, and (3) the desired length of any requested leave.~~
2. ~~A parental leave of absence shall be for a maximum period of one year. However, on a written application made at least 45 days prior to the expiration of such leave, it shall be extended to the end of the current year.~~ **If a teacher wishes to extend parental leave**

beyond FMLA guidelines, they may apply for an Extended Leave of Absence (see ARTICLE XVI, A).

3. A teacher shall be entitled to take a parental leave beginning at any time after the commencement of pregnancy, provided such teacher makes written application for such leave to the Superintendent of schools or designee, specifying the date such leave is requested to begin. Except in cases of emergency, the written application must be made at least thirty (30) days prior to the date on which her leave is requested to begin. Unless the written notification of pregnancy provided for in Part 1 hereof has been given, such application shall contain the information required in Part 1 hereof.
4. A pregnant teacher may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions and duties. Physicians' statements may be required from time to time if the ability of the teacher to properly perform her required functions and duties becomes questionable.
5. Within forty five (45) days after childbirth, a teacher shall be entitled to use her sick leave not to exceed thirty (30) days.
 - a. The dates of such physical disability, exceeding thirty (30) days, for which payment under the sick leave policy is claimed shall be verified in writing by a doctor. Certification of physical disability shall not in any way be associated with the care of the child, but only with the teacher's inability to perform her contractual duties.
 - b. Within the forty five (45) days period, teacher qualifying for sick leave may also apply to use the Sick Leave Bank under the conditions described in Article XVII.
6. A teacher shall be entitled upon written request to use up to thirty (30) days sick leave for the purpose of child rearing to begin at any time between the birth of their child and one year thereafter. Additional days taken will be parental leave without pay. Except in case of emergency, a teacher desiring such leave shall make written application for such leave to the Superintendent or designee at least forty five (45) days prior to the date on which such leave is to begin. **A teacher may use up to a maximum of 12 calendar weeks of sick leave (concurrent with FMLA). Available leave must be used for the time out on parental leave.**
7. A teacher adopting a child shall be entitled to use up to thirty (30) days sick leave for the purpose of child rearing (including time necessary to obtain custody of the child) to commence at any time during one year after receiving custody of said child. Additional days

~~taken will be parental leave without pay. Except in an emergency or where the length of notification of receipt of custody does not permit, a teacher siring such leave shall make written application for such leave to the Superintendent or designee at least forty-five (45) days prior to the date on which such leave is to begin.~~ **Parental leave is available for both parents.**

8. ~~The total number of sick days used for any teacher shall not exceed thirty (30) total days per occurrence.~~

9. ~~A teacher who is granted a parental leave of absence shall have the following re-employment rights:~~ **Reemployment rights will follow FMLA guidelines.**

a. ~~If a parental leave does not extend beyond ninety (90) days, such teacher shall be reassigned to his or her original position, or to a position of like status and pay, upon giving forty-five (45) days advance written notice to the Superintendent or designee.~~

b. ~~If a parental leave extends beyond ninety (90) days, upon giving ninety (90) days advance written notice to the Superintendent or designee of his or her desire to return to active employment, such teacher shall be assigned to the first available vacant position for which he or she is qualified, provided that if more than one teacher has given such notice, the teacher giving notice at the earliest date shall be assigned to such vacant position. If no such position becomes vacant during that current year, such teacher shall be reassigned to his or her original position or to a position of like status and pay at the commencement of the next school year.~~

10. ~~Prior to returning to employment from a parental leave, the Board may require that teacher's personal physician certify that the teacher is both physically and mentally ready to resume her regular duties. The Boar may request an additional physical examination at its expense by a physician of its own choosing.~~

11. If a parental leave is not for a period longer than one semester, reassignment shall be without loss of ordinary salary increments, but if such leave is for a longer period of time, such reassignment shall be without accumulation of such ordinary increments. While on leave a teacher shall have the option to remain an active participant in: (a) the state teacher retirement system by paying the entire amount which would have been otherwise paid by such teacher and the School District; (b) the health and dental insurance program by continuing cost sharing for the first twelve weeks and thereafter by paying the entire amount.

The administration of parental leaves shall comply with **FMLA guidelines**. ~~the provision of the Family and Medical Leave Act.~~

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

N. Sabbatical Leave

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

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

ARTICLE XVII

SICK LEAVE BANK

Eligible certified personnel (including administrators and directors) employed in a certified position working a minimum of half time and at least 6 months a year who are in their second consecutive contracted year of employment by the District will be given the opportunity to enroll in a voluntary sick leave bank under the following conditions and provisions:

- A. Each participating certified employee shall contribute one day of his/her sick leave per year for the first three years of participation and one-half day per year for each successive year to the bank. The deadline for sick leave bank enrollment shall be on September 15 of the employee's year of eligibility. Eligible certified employees declining to become participants in the bank shall be ineligible for participation **until the next open enrollment date.** ~~later~~ Once enrolled in the sick leave bank, the employee will remain an active member with automatic deductions made from their sick leave account each year unless requested in writing to the Personnel Office to be dropped from the bank.
- B. When the total balance of days in the bank exceeds 600 days, members will not be deducted the one-half day per year after the first three years.
- C. This pool is for the protection of individual participating certified employees whose personal long-term extended illness or disability causes an absence from regularly assigned duties. **Participants may request the use of the sick leave bank once per (a) (school year) or (b) (illness/disability).**

Once a participating certified employee has exhausted their accumulated sick leave and met the sick leave bank eligibility criteria, they may immediately begin drawing up to 25 days of sick leave from the bank. Use of pool days by participants shall not be limited to the school year in which the long-term extended illness or disability began. **If additional sick leave days are earned at the start of a new school year, those must be exhausted prior to using remaining sick leave bank days.**

- D. The dates of personal physical disability as defined in Article XVI, Section E, for which payment under the sick leave bank is claimed shall be verified by a doctor.
- E. Administration of the bank will be handled by the District Personnel Office. All requests for use of the sick leave bank must be submitted in writing to the Personnel Manager and must be approved by the Superintendent of Schools or designee. The request must be supported by a written statement from the certified employee's personal physician that states the specific long-term extended illness or disability causing the absence and the duration of the absence. The absence for which pool days are requested must be of such nature that absence is unavoidable during the school year and absence from duties is necessitated. Should loss of pay inadvertently occur through late notification, such loss shall be restored in the next pay period following approval of the request for use of pool days.
- F. Employees withdrawing days from the bank are not required to replace these days except as a regular contributing member in the bank. An employee resigning, retiring, withdrawing from membership in the bank or declining to make contributions as required shall not be able to withdraw previously contributed days.
- G. Days in the bank shall be withdrawn on a first-come, first-served basis, and, if the total days in the bank are exhausted in any year, use of the bank is ended for that year. Unused days in the bank shall be carried over to the next succeeding school year.
- H. Remuneration from the bank shall be based on the per diem rate for the individual participant for the applicable school year as computed under Article VIII, Section C of this Agreement.
- I. **Open Enrollment will occur in September every 5th year (i.e. September 2025; September 2030; September 2035, etc.)**
- J. Upon requests of the Association (not more often than quarterly), the Personnel Office shall report the status of the bank, including the balance of days in the bank. The Business Manager shall conduct an annual audit of the sick leave bank.

- K. A classified employee who is a qualified member of the classified employee sick leave bank and moves to a certified position, may join the certified sick leave bank at the same standing as when he/she left the classified sick leave bank.
- L. **Donations outside of the sick leave bank (building or department) are not allowed.**

ARTICLE XVIII

INSURANCE PROGRAM

A. Health and Life Insurance

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

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

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

B. Dental Insurance

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

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

ARTICLE XIX

SEPARATION PROGRAM

SEVERANCE PLAN

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

VOLUNTARY SEPARATION PLAN

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

3. Should there be undistributed funds available, but not in excess of 2% of the budget for certified instructional salaries in that year, the sum may be offered as a Voluntary Separation benefit to the next qualified applicant, as per B1 and B2 below. The teacher may accept these remaining funds or may apply for consideration the next school year.
4. Should extra funds be made available after the application submission date, consideration will be given to applicants through a first come/first serve scenario with preference to those who meet the seniority years of service requirement.

B. Program Eligibility and Provisions

1. Eligible employees must have at least thirty (30) years of service in the District. The calendar year applicable to this policy shall be from July 1 through June 30.
2. Applications must be submitted in writing by September 1 of the elected school year of separation and the Board will approve voluntary separation applications at the next Board meeting. Approval of an employee's application for the voluntary separation program will be considered a voluntary resignation and termination of the employee's continuing contract. If an applicant is not approved for voluntary separation, they may, in writing to the Board, recall the application, no later than January 1.
3. Program benefits will be paid as follows:

After applying a, one of the following options (b, c, or d) is to be selected by the employee:

- a. If deemed eligible for the SDRS Special Pay Plan, the maximum amount eligible will be deposited into the SDRS Special Pay Plan. To be eligible, each of the following provisions must apply:
 - i. An employee is age 55 or has reached the first day of the calendar month prior to the employee's 55th birthday; and
 - ii. An employee is receiving special pay of \$600 or more.
- b. Any funds not eligible for the SDRS Special Pay Plan may be deposited into the SDRS Supplemental Retirement Plan and/or an eligible 403b with the final payment of the elected year of separation. Any remaining funds (greater than the amount deposited into a. and b. above) will be paid in a single payment included in the final payment of the elected year of separation; OR

- c. Any funds not eligible for the SDRS Special Pay Plan may be paid in a single payment on January 21 during the school year following the elected year of separation; OR
 - d. Any funds not eligible for the SDRS Special Pay Plan may be paid in a single payment on January 21 during the three (3) school years following the elected year of separation.
- 4. Employees on leave of absence, excluding those leaves that are related to personal illness, are not eligible to participate in this program.
 - 5. Only certified staff reimbursed on the salary schedule contained in this Agreement (Appendix "A") are eligible.
 - 6. Employees hired for the 2017-18 school year and thereafter are not eligible for this program.
 - 7. Employees must notify the Business Office of choice b, c, or d by April 1.

C. Payment Formula

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

ARTICLE XX

SALARY AND TEACHER CLASSIFICATION

A. Salary Schedule - General Provisions

- 1. The salary schedule shall be in accordance with the attached Appendix A. All teachers shall be paid in accordance with the provisions of Appendix A. New base is **\$53,700**.
- 2. Individuals will be placed on the schedule at the levels warranted by their training, experience, position, and classification, which may include area of specialization pay. Changes in assignment during the school year shall result in corresponding salary adjustments appropriate to the new position.

3. With respect to the annual automatic incremental increases as set forth in the salary schedule a teacher must teach for at least eighty-five (85) work days in the Douglas Schools to be entitled to the incremental increase for the following year.
4. The deadline for submitting transcripts for lane changes is June 30 effective the following school year. The documents must be in the Personnel Office by June 30th so that payroll adjustment can be made.
5. ~~Teachers possessing a bachelors or higher degree who do not qualify for a regular South Dakota Teacher's Certificate and are issued a "limited" certificate, will receive two hundred (\$200) less than the amount specified on the basic schedule.~~

B. Experience Increments

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

C. Master's Degree Requirements

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

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

1. To qualify for the Master's Plus Thirty / Forty-Five semester hours allowance, one half of all hours taken after July 1, 1989, must be graduate. All hours must be taken subsequent to receiving the Master's Degree and must be approved by the Superintendent of schools or designee in terms either of the candidate's assignment and major responsibility or in terms of anticipated staffing needs of the School District.
2. Programs proposed by individuals currently employed by the Douglas School District must be reviewed and approved in advance by the Superintendent or designee to be sure they can be recognized.
3. Credit earned through participation in in-service programs financed by the School District do not count toward the Master's Plus Thirty or Master's Plus Forty-Five status on the salary schedule.
4. Credit earned after July 1, 2001, for MA+45 employees in the Ed. Spec Degree or Masters +45 column will be reimbursed up to MA+60 hours as per Article XX, Section F.

E. Areas of Specialization Pay (PROFESSIONAL GROWTH PLANS)

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

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

Within the first forty-five (45) days of employment, new staff may submit a Professional Growth Plan including previously earned credits beyond the date of their degree. Acceptance of such credits will be at the discretion of the Superintendent of schools or designee.

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

F. AOS Phase Out Process

1. Effective July 1, 2024, Douglas School District will begin phasing out the Area of Specialization (AOS) program.
 - a. Employees who have already been approved for AOS payments will continue to receive their payments as per the existing policy for a period not to exceed 4 years (2027-2028 School Year).
 - b. Employees currently enrolled in qualifying courses and who have already included these courses on an existing Professional Growth Plan will receive AOS payments as per the existing policy for a period not to exceed 4 years (2027-2028 School Year).
 - c. Only NEW coursework will be added to EXISTING Professional Growth Plans for a period of not longer than 4 years. The deadline to submit transcripts is June 30, 2028.

- d. No NEW Professional Growth Plans for AOS payments will be accepted after June 30, 2024.
- e. Employees hired for the 2024-2025 School Year and thereafter are not eligible for the AOS Program.
- f. ALL employees enrolled in an active Professional Growth Plan must submit an AOS Finalization Plan before June 30, 2025 that details the employee's intended progression to the next lane (if applicable). Employees on the Bachelor's lane who do not intend to progress to the Master's Lane or further may request an exemption on the AOS Finalization Plan. Employees already on M45 +15 are not required to submit any additional information.
- g. Acceptance of any credits will be at the discretion of the Superintendent of Schools or designee.
- h. A new AOS M45 Step 13 will be created. Only current participants in the AOS Program (as of June 30, 2024) will be considered for eligibility on AOS M45 Step 13 under the circumstances outlined below. As per the Salary Schedule, each step is \$750. Any employee moving as described below will have current AOS pay removed from their contract:
 - 1. Employees on M45, Step 12 who have earned 15 additional AOS credits will be placed on AOS M45 Step 13.
 - 2. Employees on M45, Step 12 who are NOT yet on Step 12 but who have earned 15 additional AOS credits will be given TWO steps for the 2024-2025 School Year (one step for AOS Pay and one step for movement) and will be eligible for AOS M45 Step 13 when they reach that benchmark.
 - 3. Employees on M45, Step 12 who have NOT yet earned 15 additional AOS credits will be given a period, not to exceed 4 years (2027-2028 School Year) to complete all credits necessary to qualify for AOS M45 Step 13 movement. At the time all necessary credits are earned, individuals will be placed on AOS M45 Step 13.
 - 4. Employees on M45 who are NOT yet on Step 12 and who have NOT yet earned 15 additional AOS credits will be given a period, not to exceed 4 years (2027-2028 School Year) to complete all credits necessary to qualify for AOS M45 Step 13 movement. At the time all necessary credits are earned,

individuals will be given TWO steps the following contract year (one step for AOS Pay and one step for movement) and will be eligible for AOS M45 Step 13 when they reach that benchmark.

5. Employees on M45 who have not completed all 15 AOS credits prior to the end of the 4-year period (2027-2028 School Year) will have current AOS pay removed from their 2028-2029 contract and will not be eligible for AOS M45 Step 13.
6. Employees not yet on the M45 Lane will be given a period, not to exceed 4 years (2027-2028 School Year) to complete all credits necessary to qualify for AOS M45 Step 13 movement, including lane movement. At each lane change, previous AOS payment will be removed from the contract, and the employee will start accumulating credits again at each new lane. Employees who have not completed all credits necessary prior to the end of the 4-year period (2027-2028 School Year) will have any AOS pay removed from their 2028-2029 contract and will be eligible for AOS M45 Step 13 if/when they reach that benchmark.

Employees are encouraged to consult with the Personnel Office for further clarification or assistance regarding the phasing out of the AOS program.

G. Academic Study/Tuition Reimbursement Program: Using a portion of the savings from the AOS Program, the District will set up a new account and process to encourage Employees to advance their education toward a new lane/degree. Employees may only be enrolled in one program (current AOS Program OR new Academic Study/Tuition Reimbursement Program) at a time.

1. A pool of \$5,000 will be allotted to academic study/tuition reimbursement for the **2025-26** school year.
2. **2025-2026** classes eligible for reimbursement will be Summer 2025, Fall 2025 and Spring 2026.
3. Classes must be part of an advanced degree program (Masters, Specialist, or Ed. D) or part of an approved program toward obtaining additional certification (mutually agreed upon as beneficial to staff member and the district).
4. A copy of the teacher's program or plan of study will be filed with the Superintendent.
5. The teacher will complete an "Academic Study/Tuition Reimbursement" form prior to enrolling in the course.
6. Copies of the transcripts or grade cards will serve as proof that classes were successfully completed.

7. Reimbursement requests will meet the following criteria:
 - a. Transcripts must be submitted by May 31st for reimbursement on June 30th.
 - b. Reimbursements will be based upon the number of hours taken by all staff. (i.e. Cumulative staff hours taken = 50; \$5,000 pool / 50 hours = \$100/credit hour reimbursement.)
 - c. Reimbursement will not exceed \$150/credit hour.
 - d. Each credit hour will only be reimbursed one time.

H. Payment of Salary

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

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

I. Extra- Duty Contract Payments

Extra-duty contract payments will be paid as part of the employee's elected semi-monthly contractual amount unless requested as a lump sum payment. Lump Sum payment will be issued upon verification of the completion of the extra-duty assignment by the appropriate administrator, and will be included in the employee's payment following this verification.

ARTICLE XXI

MILEAGE

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

ARTICLE XXII

PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

- A. The District shall deduct dues from the salaries of teachers for continuing membership in the United Teaching Profession Association, South Dakota Education Association, and the National Education Association, provided that at the time of such deduction the District has in its possession a

current, unrevoked written assignment executed by the teacher in the form and according to the terms of the authorization form. Such authorizations may be revoked by the teacher at any time by giving written notice to the District and the Association by letter. In the event of a revocation submitted after October 1 of any year, the remainder of that year's dues and contributions shall be deducted from the teacher's next paycheck and transmitted to the Association.

- B. At least forty-five (45) days prior to the beginning of the school year, the Association shall certify to the Board, in writing, the current rate of membership dues of each UTP organization named above. If an organization changes the amount of its membership dues, the Association will give the Board forty-five (45) days written notice prior to the effective date of such change, and such change shall be effective only upon written assurance by the Association to the District that such additional amounts are regular dues duly approved in accordance with the constitution and bylaws of the appropriate organization.
- C. Semi-monthly deductions will be made in twenty (20) equal consecutive installments commencing with the first payroll period in October so that all dues will have been deducted by the end of the twentieth semi-monthly pay period thereafter. As for authorizations which are received by the District's Payroll Office after the first payroll period in October, deductions will be prorated over the remaining deduction period referred to above. The Board shall not be required to honor for a current semi-monthly deduction, any authorizations that are delivered to the District's Payroll Office later than the last working day prior to the distribution of the payroll for which the deductions are to be made. Such deductions shall commence with the next following payroll disbursement.
- D. In accordance with the provisions of the Dues Authorization form and provided that such authorization is unrevoked at the time, all remaining unpaid dues shall be deducted from the final paycheck of a teacher leaving the employment of the District before the end of the school year.
- E. Authorized deductions shall be remitted to the Association no later than the first day of each month following such deductions.
- F. Previously signed and unrevoked written authorizations shall continue to be effective as to teachers reinstated following an unpaid absence not exceeding ninety (90) days. Previous authorizations of other teachers reinstated shall not be considered to be effective.
- G. The District shall not be liable for the remittance of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any teacher as above provided, it shall make that deduction from the teacher's next pay period in which Association dues are normally deducted after written notification to the District of the error. If the District makes an overpayment to the Association, the District will deduct that amount from the next remittance to the

Association. The Association agrees to indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District under the provisions of this article.

ARTICLE XXIII

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. Assault Upon Teachers

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

B. Disruptive Students

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

ARTICLE XXIV

MATTERS NOT COVERED

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

ARTICLE XXV

MISCELLANEOUS PROVISIONS

A. Copies and Posting of Agreement

On or before the commencement of the 2025-26 school year, each teacher will be provided with an electronic copy of this Agreement via the District website.

B. Savings Clause

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

ARTICLE XXVI

EFFECTIVE DATE; DURATION OF AGREEMENT; AND NEGOTIATION PROCEDURES

This Agreement shall be effective as of the 11th day of August 2025, and shall continue in full force and effect until the beginning of the school term in 2026, and shall continue in effect from year to year thereafter, provided, however, that if either party desires to amend or terminate this Agreement, such party shall give written notice to the other no sooner than February 1, 2026, and no later than February 15, 2026. In the event such notice is given, all amendments to the Negotiated Agreement proposed by either party will be brought forward through the negotiations procedure and timelines as agreed upon by both parties. All other provisions of this Agreement shall automatically continue in full force and effect for the next succeeding year, subject, however, to the provisions of Article XXV B, hereof. Negotiations shall then commence and proceed as mutually agreed to by the parties. Negotiations shall be governed by the provisions of [SDCL 3-18](#) as they now exist or as they may be amended from time to time by legislative process.

Dated at Box Elder, South Dakota, this 14th day of July 2025.

DOUGLAS EDUCATION ASSOCIATION

DOUGLAS SCHOOL DISTRICT 51-1

BY: _____
Co-President: Amy Rowe

BY: _____
President, Board of Education
Tanya Gray

Co-President: Jennifer Stelzig

APPENDIX A

DOUGLAS SCHOOL DISTRICT
2025-26 APPROVED CERTIFIED SALARY SCHEDULE

<u>Experience Step</u>	<u>Bachelors Degree</u>	<u>Masters Degree</u>	<u>Masters Plus 30</u>	<u>Ed Spec Degree or Masters +45</u>
0	\$53,700	\$58,700	\$63,700	\$68,700
1	\$54,450	\$59,450	\$64,450	\$69,450
2	\$55,200	\$60,200	\$65,200	\$70,200
3	\$55,950	\$60,950	\$65,950	\$70,950
4	\$56,700	\$61,700	\$66,700	\$71,700
5	\$57,450	\$62,450	\$67,450	\$72,450
6	\$58,200	\$63,200	\$68,200	\$73,200
7	\$58,950	\$63,950	\$68,950	\$73,950
8	\$59,700	\$64,700	\$69,700	\$74,700
9	\$60,450	\$65,450	\$70,450	\$75,450
10	\$61,200	\$66,200	\$71,200	\$76,200
11	\$61,950	\$66,950	\$71,950	\$76,950
12	\$62,700	\$67,700	\$72,700	\$77,700
AOS13				\$78,450

EXTRA-DUTY AND OTHER ALLOWANCES

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

1. Extra-duty allowance shall be considered negotiated through the 2025-26 school year.
2. A maximum of seven (7) years out-of-district experience may be granted to new employees for comparable experience. Verification of experience is the responsibility of the employee.
3. All supervising personnel are expected to properly identify and distribute materials and equipment to student participants and to keep an accurate accounting of who has such materials and equipment. At the termination of that activity, the supervising personnel are to collect materials and equipment within two (2) weeks after the termination of the activity. At that time, they shall also submit an inventory of materials and equipment with a purchase order request for additional or replacement materials for the ensuing year.
4. Extra-duty contract payments will be paid as part of the employee's elected semi-monthly contractual amount. However, at the time the contract is signed, individuals may elect to receive a lump sum payment. Such payment will be issued upon verification of the completion of the extra-duty assignment by the appropriate administrator.
5. *Competitive Dance and *Competitive Cheer contracts will stipulate they have separate practices or a different coach than Football and Basketball Cheer.

COMPENSATION FOR ATHLETIC/ACTIVITY FUNCTIONS

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

Middle School - \$15.00 per hour

High School - \$15.00 per hour

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

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

CATEGORY 8 – INTRAMURALS

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

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

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

APPENDIX "B"

2025-26

High School, Middle School, Elementary

Exp		CAT 0	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6	CAT 7	CAT 8
		13.20%	11.40%	8.20%	6.40%	5.95%	4.55%	3.65%	3.20%	2.30%
0	\$53,700	\$7,088	\$6,122	\$4,403	\$3,437	\$3,195	\$2,443	\$1,960	\$1,718	\$1,235
1	\$54,450	\$7,187	\$6,207	\$4,465	\$3,485	\$3,240	\$2,477	\$1,987	\$1,742	\$1,252
2	\$55,200	\$7,286	\$6,293	\$4,526	\$3,533	\$3,284	\$2,512	\$2,015	\$1,766	\$1,270
3	\$55,950	\$7,385	\$6,378	\$4,588	\$3,581	\$3,329	\$2,546	\$2,042	\$1,790	\$1,287
4	\$56,700	\$7,484	\$6,464	\$4,649	\$3,629	\$3,374	\$2,580	\$2,070	\$1,814	\$1,304
5	\$57,450	\$7,583	\$6,549	\$4,711	\$3,677	\$3,418	\$2,614	\$2,097	\$1,838	\$1,321
6	\$58,200	\$7,682	\$6,635	\$4,772	\$3,725	\$3,463	\$2,648	\$2,124	\$1,862	\$1,339
7	\$58,950	\$7,781	\$6,720	\$4,834	\$3,773	\$3,508	\$2,682	\$2,152	\$1,886	\$1,356
8	\$59,700	\$7,880	\$6,806	\$4,895	\$3,821	\$3,552	\$2,716	\$2,179	\$1,910	\$1,373
9	\$60,450	\$7,979	\$6,891	\$4,957	\$3,869	\$3,597	\$2,750	\$2,206	\$1,934	\$1,390
10	\$61,200	\$8,078	\$6,977	\$5,018	\$3,917	\$3,641	\$2,785	\$2,234	\$1,958	\$1,408
11	\$61,950	\$8,177	\$7,062	\$5,080	\$3,965	\$3,686	\$2,819	\$2,261	\$1,982	\$1,425
12	\$62,700	\$8,276	\$7,148	\$5,141	\$4,013	\$3,731	\$2,853	\$2,289	\$2,006	\$1,442

Extra-duty salary will be based on the same step of the Bachelor column of the adopted salary schedule as years of experience in coaching, i.e.

If a teacher has no experience in that activity he/she will be placed on Step 0; one year of experience will be placed on Step 1; etc.

Category 0

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

Category 4

- A - MS Drill Team
- B - HS Chorus
- C - HS Hd FB Cheerleading
- D - HS Hd BB Cheerleading
- E - Oral Interpretation
- F - HS Student Council
- G - MS Drama Fall Play
- H - MS Drama Spring Play
- I - HS Asst Drama Fall Play
- J - HS Asst Drama Spring Play
- K - Asst One Act Play
- L - HS Asst Debate

Category 1

- A - HS Hd Golf Fall
- B - HS Hd Golf Spring
- C - HS Band
- D - HS Hd Cross Country
- E - Competitive Dance
- F - Competitive Cheer
- G - HS Head Soccer
- H - AFJROTC
- I - HS Drama Fall Play
- J - HS Drama Spring Play
- K - One Act Play
- L - HS Hd Debate

Category 5

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

Category 2

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

Category 6

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

Category 8

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

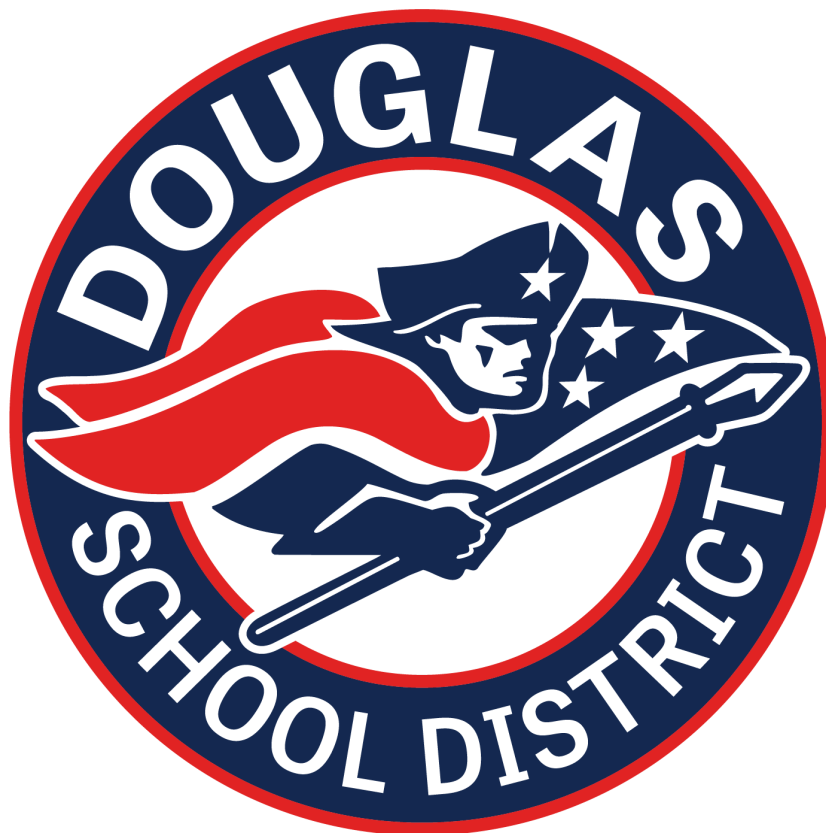
Category 3

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

Category 7

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

**Speech-Language
Pathologist Handbook**



2025-26

Discrimination Prohibited

Equal Opportunity Employment

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

Title IX Policy Notification Statement

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

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

Inquiries concerning the applications of Title VI Civil Rights Act of 1964 may be referred to Executive Director of Secondary Academics, Douglas School District 51-1, 400 Patriot Drive, Box Elder, SD 57719, (605)923-0000. Section 504 of the Rehabilitation Act of 1973, as amended, may be referred to the Director of Special Education Services, Douglas School District 51-1, 421 Don Williams Drive, Box Elder SD 57719, (605) 923-0013.

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

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INTRODUCTION

The Speech-Language Pathologist Handbook contains general working benefits for the Speech-Language Pathologists in the Douglas School District as determined by the Board of Education. Any additional terms, conditions, or benefits will be specified in the Speech-Language Pathologist's individual contract. This handbook is effective for the 2025-26 school year only.

Definition of a Speech-Language Pathologist

A Speech-Language Pathologist is an individual who is licensed through the South Dakota Department of Health and holds a South Dakota Speech-Language Pathologist's license through the South Dakota Board for Examiners for Speech-Language Pathology. Reference [SDCL 36-37-3](#).

ARTICLE I
GRIEVANCE PROCEDURE
(Board Policy Regulation GBM-R)

A. Definitions

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

B. Principles

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

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and reasonable efforts should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.
2. If a grievance is filed which cannot be finally resolved under the time limits set forth herein prior to the end of the school year, and which, if left unresolved until the beginning of the following school year, could result in irreparable harm to an aggrieved person or a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practicable.
3. No grievance shall be recognized unless it is presented at the appropriate level within thirty (30)

days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered as waived, provided that a grievance filed under the first paragraph of Miscellaneous Provisions hereof shall not be recognized at Level 2 unless it has been filed with the Superintendent's office within at least forty-five (45) days after the act or condition upon which it is based occurred.

D. Informal Procedures

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

E. Formal Procedures

1. Level 1: Principal

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

2. Level 2: Superintendent

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

3. Level 3: Board of Education

If the aggrieved person is not satisfied with the disposition of the grievance at Level 2, or if no decision has been rendered within ten (10) days after the Level 2 hearing, the grievant may file the

grievance in writing with the Board of Education within ten (10) days after the grievance decision has been rendered at Level 2 or within twenty (20) days after the grievance was presented at Level 2, whichever is sooner. The Board will hold a hearing on the grievance at the next regular Board meeting or within twenty (20) days, whichever is sooner. Within ten (10) days after the hearing, the Board shall render its decision in writing to the aggrieved party and to the Association.

4. Level 4: Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 3, or if no decision has been rendered within ten (10) days after the Board has heard the grievance, he/she may within ten (10) days thereafter initiate an appeal to the Department of Labor, which shall conduct an investigation and hearing and shall issue an order covering the points raised, which order shall be binding on the employees and the Board of Education in accordance with the provisions of [SDCL 3-18-15.2](#).
- b. The investigation and hearing conducted by the Department of Labor shall be conducted in accordance with the rules and regulations of the Department of Labor.
- c. It is specifically and expressly understood and agreed that taking an appeal to the Department of Labor constitutes an election of remedies and a waiver of any and all rights by the appealing party or parties and his/her or their representatives to litigate or otherwise contest the appealed subject matter in any court under [SDCL 13-46](#), except in the form of an appeal from the decision of the Department of Labor as provided by [SDCL 1-26](#).

F. Rights to Representation

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

G. Miscellaneous Provisions

1. If a grievance affects a group of Speech-Language Pathologists from more than one building, such grievance may be submitted in writing directly to the Superintendent's office, and the processing of such grievance may be commenced at Level 2.
2. To facilitate the operation of the grievance procedure, necessary forms for filing, serving notices, making appeals and other necessary documents will be jointly prepared and distributed by the Superintendent and Speech-Language Pathologist chosen advocate.
3. All documents and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. The Board and the aggrieved person shall make available to one another all pertinent information, not privileged under law, in their possession or control which is relevant to the issues raised by the grievance.
5. When it is necessary for a Speech-Language Pathologist chosen advocate, the aggrieved person

or party in interest to attend a grievance hearing called during the school day, the Superintendent's office shall notify the principal of such representatives and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

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

ARTICLE II

COMPLAINTS/REQUEST FOR REVIEW

Refer to Board Policy KL-R and Board Policy KL-E(1)

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

ARTICLE III

MEDICAL EXAMINATION

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

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

ARTICLE IV

INDIVIDUAL SPEECH-LANGUAGE PATHOLOGIST'S CONTRACTS

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

ARTICLE V

CONTRACT RENEWAL AND CONTINUING CONTRACTS

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

ARTICLE VI

ASSIGNMENT AND TRANSFER

Per [Board Policy GCI–Professional Staff Assignments and Transfers](#), the assignment and transfer of staff to positions in other schools of the District or within the staff’s assigned school will be made by the Superintendent or administrative designee giving considerations, but not limited to the following criteria:

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

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

A. Assignments:

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

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

Assignments may be at the initiative of the Superintendent or designee for any purpose, which, in the judgment of the Superintendent or designee, is for the welfare of the employee or the schools. An administrative assignment shall be made only after a conference between the Speech-Language Pathologist involved, and the Speech-Language Pathologist's immediate supervisor, at which time the Speech-Language Pathologist will be notified of the reason therefore.

B. Transfers:

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

In the determination of requests for transfer, the convenience and wishes of the individual Speech-Language Pathologist will be honored to the extent that they do not conflict with the instructional requirements and best interests of the School District. If more than one Speech-Language Pathologist has applied for the same position, the Speech-Language Pathologist determined to best serve the needs of the school district shall be appointed.

During the school year, the Superintendent or designee shall post on the district website a notice of any vacancy which occurs during the year or will occur during the following year. Each such notice shall be posted as soon as any such vacancy becomes available. Any Speech-Language Pathologist who desires to apply for any such vacancy may do so by submitting a Transfer Request Form to Human Resources within the period of time stated on the vacancy notice.

Any Speech-Language Pathologist desiring a transfer shall submit a Transfer Request Form to Human Resources. Such request shall include the grade or subject to which he/she desires to be transferred, in order of preference.

Speech-Language Pathologists having pending transfer requests may obtain information as to any such vacancies by consulting the postings on the district website.

Upon written request, Speech-Language Pathologists shall be notified in writing of the disposition of their requests for transfer, including the reasons for the disposition. Before assignments of new Speech-Language Pathologists in the School District are made, consideration shall first be given to pending requests for transfer or assignment to available vacancies.

ARTICLE VII
DISMISSAL AND SUSPENSION

A. The Board of Education may dismiss any Speech-Language Pathologist at any time for just cause, including breach of contract, poor performance, incompetency, gross immorality, unprofessional conduct, insubordination, neglect of duty, or the violation of any policy or regulation of the school district. The Board

of Education may non-renew a Speech-Language Pathologist who is in or beyond the fourth consecutive term of employment as a Speech-Language Pathologist for just cause, including breach of contract, poor performance, incompetency, gross immorality, unprofessional conduct insubordination, neglect of duty, or the violation of any policy or regulation of the school district as stated in [SDCL 13-43-6.1](#). If a Speech-Language Pathologist is terminated for cause, they are no longer entitled to accrued benefits.

- B. Whenever the Board contemplates the dismissal of a Speech-Language Pathologist such Speech-Language Pathologist shall first be temporarily disengaged from his/her responsibilities, notified in writing of the reasons for such contemplated dismissal and advised that he/she has fifteen (15) days in which to request a hearing before the Board of Education. If no hearing is requested within such fifteen (15) day period, the contemplated dismissal shall become final. Upon written request received within such fifteen (15) day period, an executive session hearing before the Board of Education shall be held within seven (7) days thereafter. At such hearing, the Speech-Language Pathologist shall have the right to hear the evidence against him/her, cross-examine any person who has made charges against him/her and present evidence and testimony on his own behalf and shall have the right to counsel of his/her own choosing. Within five (5) days after the hearing, the Board shall render its final decision and notify the Speech-Language Pathologist of its decision in writing. The Speech-Language Pathologist shall have the right of appeal as provided in the final step of the grievance procedure.
- C. No Speech-Language Pathologist shall be suspended or reduced in rank or compensation without just cause. Any such action may be subject to the grievance procedure.

ARTICLE VIII

REDUCTION IN PROFESSIONAL STAFF WORKFORCE

It is within the discretion of the Board of Education to reduce the educational program, curriculum, and staff whenever economic necessity or enrollment dictates. A staff reduction occurs when the Board eliminates all or part of an existing position held by a staff member to whom continuing contract rights apply.

- A. In the event that staff reductions by the district become necessary, decisions as to which positions to delete will be made at the discretion of the administration. Seniority of employees will be given first consideration for remaining positions in the event two or more employees have equal ability, skill level, and job performance. Determinations as to ability and skill level will be made at the discretion of the supervisor of the position under review. An informal conference with employees directly involved in changes due to reduction in force may precede the final determination.
- B. It is anticipated that professional staff to whom continuing contract rights have not yet accrued will have the first eliminated positions.

- C. It is anticipated that part time professional staff to whom continuing contract rights have accrued will be eliminated next.
- D. In the event the position of a continuing contract Speech-Language Pathologist is eliminated due to a reduction in force, the Board of Education will determine which continuing contract Speech-Language Pathologist or Speech-Language Pathologists will be released, considering the following criteria, as applicable. These criteria are not in rank or order of importance.
1. Seniority;
 2. Student and curriculum needs;
 3. Speech-Language Pathologist evaluations;
 4. Competency;
 5. Qualifications;
 6. Certification;
 7. Experience in the area to be taught;
 8. Educational background;
 9. State and federal mandates;
 10. Administrative recommendations.
- E. For purposes of consideration of seniority as a factor in the Board's determination for a reduction in force, seniority is determined by the length of service (including approved leaves of absence) with the District and computed in years, months, and days from the date of beginning of the individual's last continued employment. Where two or more continuing contract Speech-Language Pathologists have the same credited service with the District, seniority between those two shall be determined by total number of years of service for which credit was allowed on the District's salary schedule. Where two or more Speech-Language Pathologists have the same total net credited service, seniority between them shall be determined by lot.
- F. Any reduction in force by the District shall comply with the dictates of [SDCL Ch. 13-43](#).
- G. For purposes of this reduction in force article only, continuing contract staff professionals who are laid off pursuant to a reduction in force, shall have reemployment preference for a period of two years following the date of lay off. The effective day for layoff pursuant to this article shall be June 30. Any such continuing contract Speech-Language Pathologist who seeks reemployment under this agreement must notify the District annually in writing such a desire to be considered for reemployment. An annual request for reemployment consideration must be filed in the District administrative office no later than February 1 of each year preceding the year in which reemployment is sought. Such notification shall include documentation of any additional qualifications obtained by the Speech-Language Pathologist following layoff.
- H. Recall privileges cease when a Speech-Language Pathologist resigns. Recall privileges will also cease in the event the individual, upon being recalled, fails to report within twenty (20) calendar days after mailing of the written notice of the reemployment. Reemployment privileges will not apply to Speech-Language Pathologists under contract with another school district unless the reemployment is for anticipated positions

in the following school year.

- I. If more than one staff member is qualified for the position subject to reemployment, the Board shall consider, among other things, the matters identified in Reduction in Professional Staff Workforce, Article 12 (section D), for reemployment purposes.

ARTICLE IX

LENGTH OF SCHOOL TERM

The school term shall be as set forth in the 2025-26 School Calendar approved by the Douglas School Board.

ARTICLE X

DUTY DAY

- A. The normal school day shall be seven and one-half (7 1/2) hours of duty in length except on Fridays when it will be seven and one-quarter (7 1/4) hours of duty in length. Duty hours are exclusive of time necessarily required to perform extra-duty assignments as well as other assigned duties. The actual period of time assigned for such duty hours shall be made by the building principal or other appropriate supervisor and shall be adjusted to meet the needs of the department, division or level (elementary, middle or high school) to which the Speech-Language Pathologist has been assigned. Reference [Board Policy GBN—Staff Flex Time](#) for any adjustments to meet the needs of the individual Speech-Language Pathologist.
- B. When an administrator calls a building meeting that exceeds the normal duty hours, the Speech Language Therapist of that building will be able to adjust the same amount of me on a day mutually agreed upon with the principal. This adjustment shall be handled at the building level through the principal's office and will involve only that me outside the regularly scheduled classroom day.
- C. All Speech-Language Pathologists shall be entitled to a minimum of a one-half (1/2) hour duty-free uninterrupted lunch period. However, this minimum may be waived upon a majority vote of the Speech-Language Pathologists in a particular building in order to obtain a more flexible or workable schedule.
- D. Speech-Language Pathologists are expected to be in their assigned area or building during their established duty hours unless extra-duty or other assigned duties conflict, or unless necessary school business or an emergency personal need requires their absence for which approval of the building principal has been obtained. On the last scheduled duty day prior to a holiday and on local, state and national election days, Speech-Language Pathologists may leave the building fifteen (15) minutes prior to the end of the normal Speech-Language Pathologist day.
- E. Speech-Language Pathologists are expected to attend parent- teacher conferences and open houses as well as meetings called by the building principal and general meetings called by the Superintendent. In

case of general meetings, a dismissal time shall be designated by the Superintendent or designee. Speech-Language Pathologists may be excused from meetings scheduled outside of the seven and one-half (7 1/2) hour day to accommodate an emergency personal need.

- F. Speech-Language Pathologists are expected to serve on committees as necessary. As much as possible, such meetings will be held within the seven and one-half (7 1/2) hour day and volunteers for such committee work will first be sought. Committee assignments will be made with consideration as to the work involved in each particular assignment, and committee assignments will be distributed among the various members of the teaching staff insofar as possible.
- G. All activities under the direction and supervision of the School District are considered to be an integral part of the curriculum. Speech-Language Pathologists shall accept an equitable share of responsibilities designed to provide a balanced program for the students of the School District. In an effort to achieve equality in the distribution of such responsibilities, assigned duties, such as described below, shall be distributed equitably among suitably qualified staff members. Assigned duties will be made by the building principal.

Members of the Speech-language pathology staff shall receive extra pay only for the extra - duty assignments for which a stipend is provided on the attached Appendix "B". However, additional extra - duty stipends may be developed by the Board of Education during the school year in the event that new programs or activities are implemented. If additional stipends are developed during the school year they shall be consistent with the amounts provided in Appendix "B", considering the time and nature of the duties involved. Nothing in this Agreement or in the attached Appendix "A" shall be interpreted as applying to normal assigned duties such as hall supervision, noon duty, playground duty, unlisted club sponsorships, faculty meetings, work on professional committees, parent meetings, individual parent and Speech-Language Pathologist conferences, class sponsorship, or similar professional responsibilities, duties of a general nature assumed for school parties limited to students in the schools, banquets, baccalaureate, commencement, and community-sponsored clubs. Speech-Language Pathologists with extra - duty assignments listed in the attached Appendix "B" will assume their proportionate share of responsibility for assigned duties.

- H. No Speech-Language Pathologist will be required to substitute for an absent Speech-Language Pathologist except under emergency conditions where a substitute Speech-Language Pathologist cannot reasonably be obtained, and such assignments shall be made equitably.

ARTICLE XI

SPEECH-LANGUAGE PATHOLOGIST EVALUATION

A. Purpose

The Douglas School District shall design, implement, and periodically update a systematic process for

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

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

B. Procedures

1. During the first fifteen (15) days of the school year, the building administrators will schedule meetings for the purpose of reviewing Speech-Language Pathologist evaluation procedures and forms to be used in the evaluation.
2. Probationary Speech-Language Pathologists (Speech-Language Pathologists in their first, second and third years of service) shall be evaluated formally using the DSD process, including a state mandated Summative Effectiveness Rating (see above) each year for three (3) years. The schedule for the formal evaluation will be set by the evaluator and SLP. Walkthroughs with feedback will occur throughout the year. The Professional Practice Rating (PPR) will be completed prior to the third Monday in March. Final Summative ratings will be completed by the end of the school year. Experienced Speech-Language Pathologists (those with more than 3 years of service), who are new to the Douglas School District, will be evaluated formally during their first year in the District. At the end of the first year, the evaluator will determine whether or not the Speech-Language Pathologist will require formal evaluation the second year of employment, or if s/he is to be placed on the continuing contract schedule of evaluation.
3. Continuing contract Speech-Language Pathologists (Speech-Language Pathologists who have completed three (3) consecutive years of service in the Douglas School District) shall be formally evaluated every other year as required by the state, or more frequently as determined by their supervising principal. If a Speech-Language Pathologist is on a Plan of Assistance, the Professional Practice Rating will be completed before the third Monday in March.
4. If the Speech-Language Pathologist and principal include a formal observation in the evaluation process,

the Speech-Language Pathologists shall be notified at least five (5) days in advance if a formal observation is to be scheduled. The five (5) day timeline may be waived by the Speech-Language Pathologist.

5. All required documentation (as determined by the evaluator and SLP) shall be completed by the Speech-Language Pathologist, and discussed with the evaluator prior to all formal observations.
6. Speech-Language Pathologists will receive feedback within five (5) days of a walkthrough, and, if a formal observation is done, a post-observation conference will be held within ten (10) days after the formal observation.
7. A final evaluation conference shall be conducted following the appropriate timelines. The final evaluation shall be based on a variety of performance, behavior and conduct factors, including but not limited to, classroom observations, SLO's, goals and conferences with principal. Signing of the written evaluation by the SLP shall not imply Agreement with the evaluation; it merely indicates that the evaluation was discussed. A copy of the final evaluation shall be given to the SLP.
8. A Speech-Language Pathologist or administrator may request another person to accompany them at any step within the evaluation procedure.
9. When "unsatisfactory" is noted on the professional practices rubric and/or student growth is "low" (based on the SLO), the evaluator shall work with the SLP to develop a mutually agreed upon Plan of Assistance . An evaluator may also place an SLP on a Plan of Assistance if the overall Summative Effectiveness rating is "below expectation." The Superintendent or designee shall assist in the development of the Plan of Assistance . A Plan of Assistance may extend into the following year. It is very important for the SLP to successfully complete the Plan of Assistance as failure to do so may result in dismissal.
10. Professional Practice Ratings (PPR) are to be completed before the third Monday in March. The recommendation portion of the PPR need only be completed for the final evaluation and shall be checked in one of three categories:
 - . . . Recommended for Employment
 - . . . Recommended with Qualifications for Employment
 - . . . Not Recommended for Employment

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

receiving such a request, the Superintendent or his designee shall meet with the Speech-Language Pathologist to discuss the evaluation.

11. The evaluation of extra-duty positions (Appendix B) shall take place during and/or after the activity occurs. A conference will be held in conjunction with the evaluation.
12. An honest effort will be made to conduct the evaluation process openly and with the full knowledge of both parties involved.

C. Access to Personnel Files

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

ARTICLE XII

LEAVES OF ABSENCE

A. Extended Leave of Absence

A leave of absence without compensation may be granted Speech-Language Pathologists for a period not to exceed one year. Requests for leave must ordinarily be submitted in writing to the Board of Education no later than March 1 during the school year preceding the year in which the leave of absence is desired. Requests received after March 1 may be granted provided, in the judgment of the Board, a suitable

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

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

An employee desiring to return from such leave shall give written notice of a desire to return to employment no later than February 1 of the year in which he/she is on leave. If the leave extends for a period of less than one year, the employee shall give ninety (90) days written notice of a desire to return from such leave at the end of the term thereof.

Upon return to work, the district shall place the employee in his/her position or an equivalent position for which they are qualified. (Equivalent position as it relates to step, lane, and salary with equivalent pay, corresponding benefits and other terms and conditions of employment).

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

B. Short Leave Without Pay

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

C. Professional Leave

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

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

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

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

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

D. Sick Leave

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

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

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

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

hereof.

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

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

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

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

Upon approval of the Superintendent or designee, Speech-Language Pathologists may use a day of sick leave to attend the funeral of someone close.

E. Bereavement Leave

Three (3) days of bereavement leave may be taken for death in the immediate family (as defined above in "E. Sick Leave"), and will not be deducted from the employee's sick leave allocation. An employee who has exhausted all of their sick leave may request consideration from the Superintendent or designee for two (2) additional days of bereavement leave, for a maximum of five (5) days. This request may be made for up to two (2) occurrences in a school year. Bereavement leave will be granted per occurrence, and will not be accumulated. Sick leave may be taken for extended bereavement leave.

F. Family and Medical Leave

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

G. Worker's Compensation

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

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

H. Additional Use of Sick Leave (Court Appearance)

Each employee, upon the approval of the Superintendent or designee, may be granted the privilege of using a maximum of five days sick leave to cover absences due to a required appearance in a court of law, involving no moral turpitude on the part of the employee, in a case in which the employee is a party.

I. Personal Leave

Three (3) days of sick leave may be taken for personal reasons each year, if approved a minimum of two days in advance. One (1) additional day of personal leave shall be granted each year to an employee in their 4th, 5th, 6th and 7th year of employment. No more than seven (7) personal leave days may be used in any one year with the exception of an employee taking an oral or written comprehensive examination to complete a degree.

- a. One day of personal leave may be used to extend a scheduled school holiday one time per year, with approval of the building principal.
- b. A second day of personal leave may be used to extend a holiday one time in a school calendar year upon approval of the Superintendent or designee.
- c. Leave may not be used on the first or last calendar day with students, to extend the Winter Holiday, or during Parent/Teacher Conference Hours.
- d. Use of personal leave is strongly discouraged during Inservice Days.
- e. Leave may not be requested more than 180 days in advance.

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

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

Personal leave cannot be accumulated.

J. Court Witness and Jury Duty Leave - Reference [School Board Policy GCBDC- Jury Duty Leave](#)

K. Military Leave - Reference [School Board Policy GCBDD - Military Leave of Absence](#)

L. Parental Leave

1. Upon written application to the Board a parental leave of absence **without pay** shall be granted to a Speech-Language Pathologist for the **birth or adoption of a child**. ~~purpose of childbearing and/or child rearing. A Speech-Language Pathologist who is pregnant shall notify her principal in writing, accompanied by her physician's written statement with the approximate date of expected birth, **Notice must be given to HR** at least forty-five (45) days prior to date leave is to begin. **Current FMLA guidelines will be followed (See ARTICLE XVI, G)** She shall indicate in the written notification (1) whether she wishes to apply for a parental leave of absence prior to the birth of the child or continue working until she is no longer able to do so, (2) the requested commencement day (may be approximated) of a leave request, and (3) the desired length of any requested leave.~~
2. ~~A parental leave of absence shall be for a maximum period of one year. However, on written application made at least 45 days prior to the expiration of such leave, it shall be extended to the end of the current year. **If a Speech-Language Pathologist wishes to extend parental leave beyond FMLA guidelines, they may apply for an Extended Leave of Absence (see ARTICLE XVI, A).**~~
3. ~~A Speech-Language Pathologist shall be entitled to take a parental leave beginning at any time after the commencement of pregnancy, provided such Speech-Language Pathologist makes written application for such leave to the Superintendent of schools or designee, specifying the date such leave is requested to begin. Except in cases of emergency, the written application must be made at least thirty (30) days prior to the date on which her leave is requested to begin. Unless the written notification of pregnancy provided for in part 1 hereof has been given, such application shall contain the information required in part 1 hereof.~~
4. ~~A pregnant Speech-Language Pathologist may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions and duties. Physicians' statements may be required from time to time if the ability of the Speech-Language Pathologist to properly perform her required functions and duties becomes questionable.~~
5. ~~Within forty five (45) days after childbirth, a Speech-Language Pathologist shall be entitled to use her sick leave not to exceed thirty (30) duty days.~~

~~The dates of such physical disability, exceeding thirty (30) duty days, for which payment under the sick leave policy is claimed shall be verified in writing by a doctor. Certification of physical disability shall not in any way be associated with the care of the child, but only with the Speech-Language Pathologist's inability to perform her contractual duties.~~

~~Within the forty-five day period, Speech-Language Pathologists qualifying for sick leave may also apply to use the Sick Leave Bank under the conditions described in Article XVII.~~

6. ~~A Speech-Language Pathologist shall be entitled upon written request to use up to thirty (30) days sick leave for the purpose of child rearing to begin at any time between the birth of their child and one year thereafter. Additional days taken will be parental leave without pay. Except in case of emergency, a Speech-Language Pathologist desiring such leave shall make written application for such leave to the Superintendent or designee at least forty five days prior to the date on which such leave is to begin.~~ **A Speech-Language Pathologist may use up to a maximum of 12 calendar weeks of sick leave (concurrent with FMLA). Available leave must be used for the time out on parental leave.**
7. ~~A Speech-Language Pathologist adopting a child shall be entitled to use up to thirty (30) days sick leave for the purpose of child rearing (including time necessary to obtain custody of the child) to commence at any time during one year after receiving custody of said child. Additional days taken will be parental leave without pay. Except in an emergency or where the length of notification of receipt of custody does not permit, a Speech-Language Pathologist desiring such leave shall make written application for such leave to the Superintendent or designee at least forty five (45) days prior to the date on which such leave is to begin.~~ **Parental leave is available for both parents.**
8. ~~The total number of sick days used for any teacher shall not exceed thirty (30) total days per occurrence.~~
9. ~~A Speech-Language Pathologist who is granted a parental leave of absence shall have the following reemployment rights:~~ **Reemployment rights will follow FMLA guidelines.**
 - a. ~~If a parental leave does not extend beyond ninety (90) days, such Speech-Language Pathologist shall be reassigned to his or her original position, or to a position of like status and pay, upon giving forty five (45) days advance written notice to the Superintendent or designee.~~
 - b. ~~If a parental leave extends beyond ninety (90) days, upon giving ninety (90) days advance written notice to the Superintendent or designee of his or her desire to return to active employment, such Speech-Language Pathologist shall be assigned to the first available vacant position for which he or she is qualified, provided that if more than one Speech-Language Pathologist has given such notice, the Speech-Language Pathologist giving notice at the earliest date shall be assigned to such vacant position. If no such position becomes vacant during that current year, such Speech-Language Pathologist shall be reassigned to his or her original position or to a position of like status and pay at the commencement of the next school year.~~
10. ~~Prior to return to employment from a parental leave, the Board may require that Speech-Language Pathologist's personal physician to certify that the Speech-Language Pathologist is both physically and mentally ready to resume her regular duties. The Board may request an additional physical examination at its expense by a physician of its own choosing.~~
11. If a parental leave is not for a period longer than one semester, reassignment shall be without loss of ordinary salary increments, but if such leave is for a longer period of time, such reassignment shall be without accumulation of such ordinary increments. While on leave a Speech-Language Pathologist shall have the option to remain an active participant in: (a) the state Speech-Language Pathologist retirement system by paying the entire amount which would have been otherwise paid by such Speech-Language

Pathologist and the School District; (b) the health and dental insurance program by continuing cost sharing for the first twelve weeks and thereafter by paying the entire amount. The administration of parental leaves shall comply with **FMLA guidelines.** ~~the provisions of the Family and Medical Leave Act.~~

12. ~~A Speech-Language Pathologist on parental leave of absence shall not be denied the opportunity to substitute in the School District by reason of the fact that she or he is on such leave of absence.~~

M. Sabbatical Leave

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

to one of at least comparable status.

9. The employee, upon return from sabbatical leave, shall make such reports as may be designated by the Superintendent or designee.

ARTICLE XIII **SICK LEAVE BANK**

Eligible Speech-Language Pathologists (including administrators and directors) employed in a Speech-Language Pathologist position working a minimum of half time and at least 6 months a year who are in their second consecutive contracted year of employment by the District will be given the opportunity to enroll in a voluntary sick leave bank under the following conditions and provisions:

- A. Each participating Speech-Language Pathologist shall contribute one day of his/her sick leave per year for the first three years of participation and one-half day per year for each successive year to the bank. The deadline for sick leave bank enrollment shall be on September 15 of the employee's year of eligibility. Eligible Speech-Language Pathologist declining to become participants in the bank in any given year, shall be ineligible for participation **until the next open enrollment date.** ~~later.~~ Once enrolled in the sick leave bank, the employee will remain an active member with automatic deductions made from their sick leave account each year unless requested in writing to the Personnel Office to be dropped from the bank.
- B. When the total balance of days in the bank exceeds 600 days, members will not be deducted the one-half day per year after the first three years.
- C. This pool is for the protection of individual participating Speech-Language Pathologist employees whose personal long-term extended illness or disability causes an absence from regularly assigned duties. **Participants may request the use of the sick leave bank once per (a) school year or (b) illness/disability. Once a participating employee has exhausted their accumulated sick leave and met the sick leave bank eligibility criteria, they may immediately begin drawing up to 25 days of sick leave from the bank.** ~~The absence must extend more than five (5) duty days beyond the number of sick leave days, which an individual participating Speech Language Pathologist has accumulated. There shall be only one five (5) day waiting period per illness or disability. (The five (5) days need not be consecutive.) Use of this pool will begin on the sixth duty day after an individual's accumulated sick leave days have been exhausted, at which time the participating Speech Language Pathologist may draw up to 30 days of sick leave from the bank.~~ Use of pool days by participants shall not be limited to the school year in which the long-term extended illness or disability began. **If additional sick leave days are earned at the start of a new school year, those must be exhausted prior to using remaining sick leave bank days.**
- D. The dates of personal physical disability as defined in Article XVI, Section E, for which payment under the sick leave bank is claimed shall be verified by a doctor.
- E. Administration of the bank will be handled by the District Personnel Office. All requests for use of

the sick leave bank must be submitted in writing to the Personnel Manager and must be approved by the Superintendent of Schools or designee. The request must be supported by a written statement from the Speech-Language Pathologist's personal physician that states the specific long-term extended illness or disability causing the absence and the duration of the absence. The absence for which pool days are requested must be of such nature that absence is unavoidable during the school year and absence from duties is necessitated. Should loss of pay inadvertently occur through late notification, such loss shall be restored in the next pay period following approval of the request for use of pool days.

- F. Employees withdrawing days from the bank are not required to replace these days except as a regular contributing member in the bank. An employee resigning, retiring, withdrawing from membership in the bank or declining to make contributions as required shall not be able to withdraw previously contributed days.
- G. Days in the bank shall be withdrawn on a first-come, first-served basis, and, if the total days in the bank are exhausted in any year, use of the bank is ended for that year. Unused days in the bank shall be carried over to the next succeeding school year.
- H. Remuneration from the bank shall be based on the per diem rate for the individual participant for the applicable school year as computed under Article VIII, Section C of this Agreement.
- I. **Open Enrollment will occur in September every 5th year (i.e. September 2025; September 2030; September 2035, etc).**
- J. The Business Manager shall conduct an annual audit of the sick leave bank.
- K. A classified employee who is a qualified member of the classified employee sick leave bank and moves to a certified position, may join the certified sick leave bank at the same standing as when he/she left the classified sick leave bank.
- L. **Donations outside of the sick leave bank (building or department) are not allowed.**

ARTICLE XIV **INSURANCE PROGRAM**

A. Health and Life Insurance

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

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

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

B. Dental Insurance

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

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

ARTICLE XV

SEPARATION PROGRAM

SEVERANCE PLAN

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

VOLUNTARY SEPARATION PLAN

- A. Full-time Speech-Language Pathologists, upon written application and approval by the Superintendent or designee, may participate in a voluntary separation program. In case of death, where the individual qualifies and has been approved for voluntary separation, all benefits will be paid according to Board

Policy and/or Negotiated Agreement in one lump sum.

1. The total amount of voluntary separation benefits paid in any one fiscal year shall not exceed 2% of the budget for certified instructional salaries in that year.
2. In the event applications exceed funds available under the 2% limitations, consideration for voluntary separation benefits will be based upon 1) years of service at Douglas School District, 2) Authorization to Hire date, 3) highest level of education, and finally 4) the date the application is received by the board secretary or his/her designee.
3. Should there be undistributed funds available, but not in excess of the 2% of the budget for certified instructional salaries in that year, the sum may be offered as a Voluntary Separation benefit to the next qualified applicant, as per B1 and B2 below.
4. Should extra funds be made available after the application submission date, consideration will be given to applicants through a first come/first serve scenario with preference to those who meet the seniority years of service requirement.

B. Program Eligibility and Provisions

1. Eligible employees must have at least thirty (30) years of service in the District. The calendar year applicable to this policy shall be from July 1 through June 30.
2. Applications must be submitted in writing by September 1 of the elected school year of separation and the Board will approve voluntary separation applications at the next Board Meeting. Approval of an employee's application for the voluntary separation program will be considered a voluntary resignation and termination of the employee's continuing contract. If an applicant is not approved for voluntary separation, they may, in writing to the Board, recall the application no later than January 1.
3. Program benefits will be paid as follows:

After applying a, one of the following options (b, c, or d) is to be selected by the employee:

- a. If deemed eligible for the SDRS Special Pay Plan, the maximum amount eligible will be deposited into the SDRS Special Pay Plan. To be eligible, each of the following provisions must apply:
 - i. An employee is age 55 or has reached the first day of the calendar month prior to the employee's 55th birthday; and
 - ii. An employee is receiving special pay of \$600 or more.
- b. Any funds not eligible for the SDRS Special Pay Plan may be deposited into the SDRS Supplemental Retirement Plan and/or an eligible 403b with the final payment of the elected year of separation. Any remaining funds (greater than the amount deposited into a and b above) will be paid in a single payment included in the final payment of the elected year of separation; OR
- c. Any funds not eligible for the SDRS Special Pay Plan may be paid in a single payment on January 21 during the school year following the elected year of separation; OR

- d. Any funds not eligible for the SDRS Special Pay Plan may be paid in a single payment on January 21 during the three (3) school years following the elected year of separation;
- 4. Employees on leave of absence, excluding those leaves that are related to personal illness, are not eligible to participate in this program.
- 5. Only Speech-Language Pathologists reimbursed on the salary schedule contained in this agreement (Appendix "A") are eligible.
- 6. Employees hired for the 2017-18 school year and thereafter are not eligible for this program.
- 7. Employees must notify the Business Office of choice b, c, or d by April 1.

C. Payment Formula

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

ARTICLE XVI

SALARY AND SPEECH-LANGUAGE PATHOLOGIST CLASSIFICATION

A. Salary Schedule - General Provisions

- 1. The salary schedule shall be in accordance with the attached Appendix A. All Speech-Language Pathologists shall be paid in accordance with the provisions of Appendix A. **New base is \$66,200.**
- 2. Individuals will be placed on the schedule at the levels warranted by their training, experience, position, and classification, which may include area of specialization pay. Changes in assignment during the school year shall result in corresponding salary adjustments appropriate to the new position.
- 3. With respect to the annual automatic incremental increases as set forth in the salary schedule, a Speech-Language Pathologist must work for at least eighty-five (85) work days in the Douglas Schools to be entitled to the incremental increase for the following year.
- 4. The deadline for submitting transcripts for lane changes is June 30 effective the following school year. The documents must be in the Personnel Office by June 30th so that payroll adjustments can be made.
- 5. Speech-Language Pathologists possessing a bachelors or higher degree who do not qualify for a regular South Dakota Speech-Language Pathologist's License and are issued a "limited" license, will receive two hundred (\$200) less than the amount specified on the basic schedule.

B. Experience Increments

1. Speech-Language Pathologists new to Douglas School District may receive up to seven (7) years of credit on the salary schedule for approved experience outside the school district. Partial years of experience may be combined to qualify for a full year of experience. In addition a single partial year, consisting of at least eighty-five (85) worked days may be counted as a full year of experience. Additional credit will be granted for any previous experience acquired in the Douglas School District not to exceed a total of seven (7) years experience credit. **Individuals pursuing new career paths in speech-language pathology may receive up to 3 years of work related experience in their desired teaching area. Applicable education experience in their area may also be considered.** Retire/rehire Speech-Language Pathologists begin at Step 0.
2. Previous experience for which credit is given from districts other than Douglas must be verified by the Speech-Language Pathologist.
3. New employees receiving extra - duty allowances identified in Appendix B may be granted a maximum of 7 years credit on the schedule for comparable prior experience. Verification of experience is the responsibility of the employee.

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

1. To qualify for the Master's Plus Thirty / Forty-Five semester hours allowance, one half of all hours taken after July 1, 1989, must be graduate. All hours must be taken subsequent to receiving the Master's Degree and must be approved by the Superintendent or designee in terms either of the candidate's assignment and major responsibility or in terms of anticipated staffing needs of the School District.
2. Programs proposed by individuals currently employed by the Douglas School District must be reviewed and approved in advance by the Superintendent or his designee to be sure they can be recognized.
3. Credit earned through participation in in-service programs financed by the School District do not count toward the Master's Plus Thirty or Master's Plus Forty-Five status on the salary schedule.
4. Credit earned after July 1, 2001, for MA+45 employees in the Ed. Spec Degree or Masters +45 column will be reimbursed up to MA+60 hours as per Article XVI, Section F.
5. For Speech-Language Pathologists, 1 CEU equals 10 contact hours and 15 contact hours equal 1 credit hour; therefore 1.5 CEUs will equal 1 credit hour for advance placement on the salary schedule.

D. Areas of Specialization Pay (PROFESSIONAL GROWTH PLANS)

1. To receive any area of specialization pay, an employee must have a previously approved Professional Growth Plan. This plan should be submitted on Form S-196 and include:
 - a. The overall objectives.
 - b. How the above objectives relate to his or her employment in the Douglas School District.

- c. The courses and credit hours proposed to be taken.
 - d. The majors or minors obtained or affected by the additional credits.
 - e. The institution to be attended to obtain this training and/or the next higher degree.
2. Staff members who have received area of specialization pay in previous years must include all previously approved courses for area of specialization pay in their plan.
 3. In previously approved areas of specialization, professional employees may earn \$50.00 per semester hour. Payment will be made only when ten (10) semester hours have been accumulated beyond the Bachelors or Masters degree. Payment for hours acquired beyond the initial ten (10) will be accumulated and paid annually.

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

Within the first forty-five (45) days of employment, new staff may submit a Professional Growth Plan including previously earned credits beyond the date of their degree. Acceptance of such credits will be at the discretion of the Superintendent or designee.

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

E. AOS Phase Out Process

1. Effective July 1, 2024, Douglas School District will begin phasing out the Area of Specialization (AOS) program.
 - a. Employees who have already been approved for AOS payments will continue to receive their payments as per the existing policy for a period not to exceed 4 years (2027-2028 School Year).

- b. Employees currently enrolled in qualifying courses and who have already included these courses on an existing Professional Growth Plan will receive AOS payments as per the existing policy for a period not to exceed 4 years (2027-2028 School Year).
- c. Only NEW coursework will be added to EXISTING Professional Growth Plans for a period of not longer than 4 years. The deadline to submit transcripts is June 30, 2028.
- e. No NEW Professional Growth Plans for AOS payments will be accepted after June 30, 2024.
- f. Employees hired for the 2024-2025 School Year and thereafter are not eligible for the AOS Program.
- g. ALL employees enrolled in an active Professional Growth Plan must submit an AOS Finalization Plan before June 30, 2025 that details the employee's intended progression to the next lane (if applicable). Employees on the Bachelor's lane who do not intend to progress to the Master's Lane or further may request an exemption on the AOS Finalization Plan. Employees already on M45 +15 are not required to submit any additional information.
- h. Acceptance of any credits will be at the discretion of the Superintendent of Schools or designee.
- i. A new AOS M45 Step 13 will be created. Only current participants in the AOS Program (as of June 30, 2024) will be considered for eligibility on AOS M45 Step 13 under the circumstances outlined below. As per the Salary Schedule, each step is \$750. Any employee moving as described below will have current AOS pay removed from their contract:
 - 1. Employees on M45, Step 12 who have earned 15 additional AOS credits will be placed on AOS M45 Step 13.
 - 2. Employees on M45, Step 12 who are NOT yet on Step 12 but who have earned 15 additional AOS credits will be given TWO steps for the 2024-2025 School Year (one step for AOS Pay and one step for movement) and will be eligible for AOS M45 Step 13 when they reach that benchmark.
 - 3. Employees on M45, Step 12 who have NOT yet earned 15 additional AOS credits will be given a period, not to exceed 4 years (2027-2028 School Year) to complete all credits

necessary to qualify for AOS M45 Step 13 movement. At the time all necessary credits are earned, individuals will be placed on AOS M45 Step 13.

4. Employees on M45 who are NOT yet on Step 12 and who have NOT yet earned 15 additional AOS credits will be given a period, not to exceed 4 years (2027-2028 School Year) to complete all credits necessary to qualify for AOS M45 Step 13 movement. At the time all necessary credits are earned, individuals will be given TWO steps the following contract year (one step for AOS Pay and one step for movement) and will be eligible for AOS M45 Step 13 when they reach that benchmark.
5. Employees on M45 who have not completed all 15 AOS credits prior to the end of the 4-year period (2027-2028 School Year) will have current AOS pay removed from their 2028-2029 contract and will not be eligible for AOS M45 Step 13.
6. Employees not yet on the M45 Lane will be given a period, not to exceed 4 years (2027-2028 School Year) to complete all credits necessary to qualify for AOS M45 Step 13 movement, including lane movement. At each lane change, previous AOS payment will be removed from the contract, and the employee will start accumulating credits again at each new lane. Employees who have not completed all credits necessary prior to the end of the 4-year period (2027-2028 School Year) will have any AOS pay removed from their 2028-2029 contract and will be eligible for AOS M45 Step 13 if/when they reach that benchmark.

Employees are encouraged to consult with the Personnel Office for further clarification or assistance regarding the phasing out of the AOS program.

F. Academic Study/Tuition Reimbursement Program: Using a portion of the savings from the AOS Program, the District will set up a new account and process to encourage Employees to advance their education toward a new lane/degree. Employees may only be enrolled in one program (current AOS Program OR new Academic Study/Tuition Reimbursement Program) at a time.

1. A pool of \$5,000 will be allotted to academic study/tuition reimbursement for the **2025-26** school year.
2. **2025-26** classes eligible for reimbursement will be Summer 2025, Fall 2025 and Spring 2026.
3. Classes must be part of an advanced degree program (Masters, Specialist, or Ed. D) or part of an approved program toward obtaining additional certification (mutually agreed upon as beneficial to staff member and the district).
4. A copy of the speech language pathologist's program or plan of study will be filed with the Superintendent.

5. The speech language pathologist will complete an “Academic Study/Tuition Reimbursement” form prior to enrolling in the course.
6. Copies of the transcripts or grade cards will serve as proof that classes were successfully completed.
7. Reimbursement requests will meet the following criteria:
 - a. Transcripts must be submitted by May 31st for reimbursement on June 30th.
 - b. Reimbursements will be based upon the number of hours taken by all staff. (i.e. Cumulative staff hours taken = 50; \$5,000 pool / 50 hours = \$100/credit hour reimbursement.)
 - c. Reimbursement will not exceed \$150/credit hour.
 - d. Each credit hour will only be reimbursed one time.

G. Payment of Salary

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

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

H. Extra Duty Contract Payments

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

ARTICLE XVII
MILEAGE

Speech-Language Pathologists who may be assigned to more than one building and are required to use their own vehicles for such travel, and Speech-Language Pathologists on approved professional leave allowed for travel, shall be paid mileage for such travel at the rate established in Board of Education [Policy GCLA](#).

ARTICLE XVIII

STUDENT DISCIPLINE AND SPEECH-LANGUAGE PATHOLOGIST PROTECTION

A. Assault Upon Speech-Language Pathologists

1. Speech-Language Pathologists shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Such report

shall be reduced to writing by the Speech-Language Pathologist as soon as reasonably possible.

2. Such notification shall be immediately forwarded to the Superintendent or designee, and following the incident, the Superintendent or designee, and the Speech-Language Pathologist shall comply with any reasonable request from the other for information in their possession relating to the incident or the persons involved.

B. Disruptive Students

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

ARTICLE XIX

MATTERS NOT COVERED

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

ARTICLE XX

MISCELLANEOUS PROVISIONS

A. Savings Clause

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

**DOUGLAS SCHOOL DISTRICT
SPEECH-LANGUAGE PATHOLOGIST
2025-26 APPROVED SALARY SCHEDULE**

<u>Exp. Step</u>	<u>Masters Degree</u>	<u>Masters Plus 30</u>	<u>Ed Spec Degree or Masters +45</u>
0	\$66,200	\$71,200	\$76,200
1	\$66,950	\$71,950	\$76,950
2	\$67,700	\$72,700	\$77,700
3	\$68,450	\$73,450	\$78,450
4	\$69,200	\$74,200	\$79,200
5	\$69,950	\$74,950	\$79,950
6	\$70,700	\$75,700	\$80,700
7	\$71,450	\$76,450	\$81,450
8	\$72,200	\$77,200	\$82,200
9	\$72,950	\$77,950	\$82,950
10	\$73,700	\$78,700	\$83,700
11	\$74,450	\$79,450	\$84,450
12	\$75,200	\$80,200	\$85,200
AOS13			\$85,950

EXTRA - DUTY AND OTHER ALLOWANCES

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

1. Extra - duty allowance shall be considered negotiated through the 2025-26 school year.
2. A maximum of seven (7) years out-of-district experience may be granted to new employees for comparable experience. Verification of experience is the responsibility of the employee.
3. All supervising personnel are expected to properly identify and distribute materials and equipment to student participants and to keep an accurate accounting of who has such materials and equipment. At the termination of that activity, the supervising personnel are to collect materials and equipment within two (2) weeks after the termination of the activity. At that time, they shall also submit an inventory of materials and equipment with a purchase order request for additional or replacement materials for the ensuing year.
4. Extra - duty contract payments will be paid as part of the employee's elected semi-monthly contractual amount. However, at the time the contract is signed, individuals may elect to receive a lump sum payment. Such payment will be issued upon verification of the completion of the extra - duty assignment by the appropriate administrator.
5. *Competitive Dance and *Competitive Cheer contracts will stipulate they have separate practices or a different coach than Football and Basketball Cheer.

COMPENSATION FOR ATHLETIC / ACTIVITY FUNCTIONS

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

Middle School - \$15.00 per hour

High School - \$15.00 per hour

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

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

CATEGORY 8 – INTRAMURALS

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

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

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

APPENDIX "B"

2025-26

High School, Middle School, Elementary

Exp		CAT 0	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6	CAT 7	CAT 8
		13.20%	11.40%	8.20%	6.40%	5.95%	4.55%	3.65%	3.20%	2.30%
0	\$53,700	\$7,088	\$6,122	\$4,403	\$3,437	\$3,195	\$2,443	\$1,960	\$1,718	\$1,235
1	\$54,450	\$7,187	\$6,207	\$4,465	\$3,485	\$3,240	\$2,477	\$1,987	\$1,742	\$1,252
2	\$55,200	\$7,286	\$6,293	\$4,526	\$3,533	\$3,284	\$2,512	\$2,015	\$1,766	\$1,270
3	\$55,950	\$7,385	\$6,378	\$4,588	\$3,581	\$3,329	\$2,546	\$2,042	\$1,790	\$1,287
4	\$56,700	\$7,484	\$6,464	\$4,649	\$3,629	\$3,374	\$2,580	\$2,070	\$1,814	\$1,304
5	\$57,450	\$7,583	\$6,549	\$4,711	\$3,677	\$3,418	\$2,614	\$2,097	\$1,838	\$1,321
6	\$58,200	\$7,682	\$6,635	\$4,772	\$3,725	\$3,463	\$2,648	\$2,124	\$1,862	\$1,339
7	\$58,950	\$7,781	\$6,720	\$4,834	\$3,773	\$3,508	\$2,682	\$2,152	\$1,886	\$1,356
8	\$59,700	\$7,880	\$6,806	\$4,895	\$3,821	\$3,552	\$2,716	\$2,179	\$1,910	\$1,373
9	\$60,450	\$7,979	\$6,891	\$4,957	\$3,869	\$3,597	\$2,750	\$2,206	\$1,934	\$1,390
10	\$61,200	\$8,078	\$6,977	\$5,018	\$3,917	\$3,641	\$2,785	\$2,234	\$1,958	\$1,408
11	\$61,950	\$8,177	\$7,062	\$5,080	\$3,965	\$3,686	\$2,819	\$2,261	\$1,982	\$1,425
12	\$62,700	\$8,276	\$7,148	\$5,141	\$4,013	\$3,731	\$2,853	\$2,289	\$2,006	\$1,442

Extra-duty salary will be based on the same step of the Bachelor column of the adopted salary schedule as years of experience in coaching, i.e.

If a teacher has no experience in that activity he/she will be placed on Step 0; one year of experience will be placed on Step 1; etc.

Category 0

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

Category 4

- A - MS Drill Team
- B - HS Chorus
- C - HS Hd FB Cheerleading
- D - HS Hd BB Cheerleading
- E - Oral Interpretation
- F - HS Student Council
- G - MS Drama Fall Play
- H - MS Drama Spring Play
- I - HS Asst Drama Fall Play
- J - HS Asst Drama Spring Play
- K - Asst One Act Play
- L - HS Asst Debate

Category 1

- A - HS Hd Golf Fall
- B - HS Hd Golf Spring
- C - HS Band
- D - HS Hd Cross Country
- E - Competitive Dance
- F - Competitive Cheer
- G - HS Head Soccer
- H - AFJROTC
- I - HS Drama Fall Play
- J - HS Drama Spring Play
- K - One Act Play
- L - HS Hd Debate

Category 5

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

Category 2

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

Category 6

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

Category 8

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

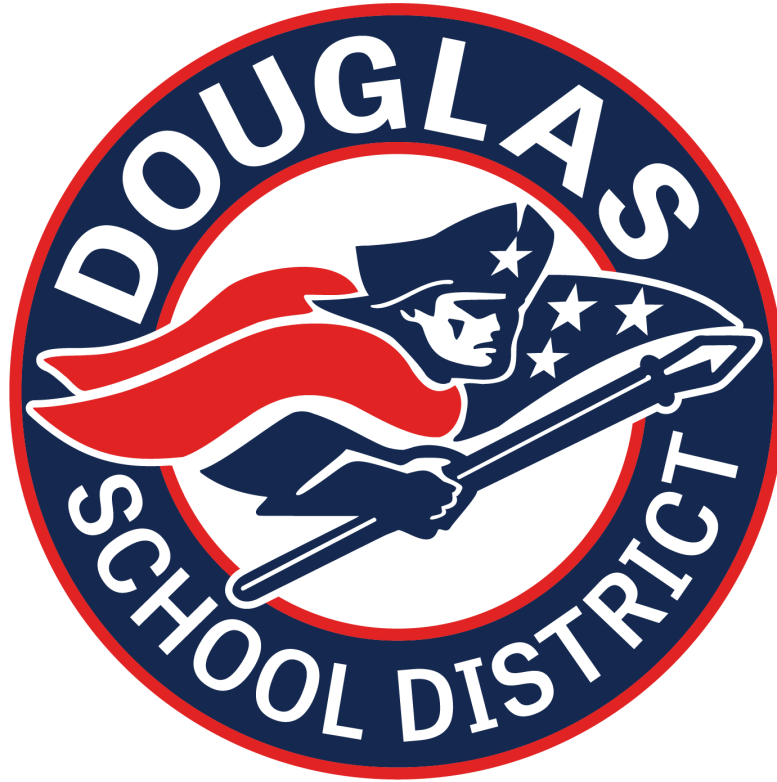
Category 3

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

Category 7

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

DOUGLAS SCHOOL DISTRICT 51-1



2025-26

**CLASSIFIED EMPLOYEES
HANDBOOK**

Discrimination Prohibited

Equal Opportunity Employment

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

Title IX Policy Notification Statement

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

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

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

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

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The term “days”, except where otherwise provided in this handbook, shall refer to calendar days.

I. EMPLOYMENT, REEMPLOYMENT AND SALARY SCHEDULE PLACEMENT - APPENDIX A

An employee new to the Douglas School District shall be placed on the lowest step (base) of the scale. The Superintendent or designee may amend this for “high need” areas. Increases in salary will be effective with the anniversary date of employment.

Employees moving to a higher paying scale will move to the step closest to what they were earning previously, but not less. If the step closest to what they were earning previously provides less than a 15 cents per hour increase, the employee will move to the next higher step. Those moving to a higher paying classification in a comparable position will be given experience credits if they worked for nine months or more, 6 1/2 hours or more per day, in a given year.

When experience steps on the Salary Schedule are given, all classified staff will receive their increase on July 1.

A. MEDICAL EXAMINATION

Douglas School District may require each employee to submit a pre-employment certification of health signed by a licensed physician, nurse practitioner, certified nurse midwife, or physician's assistant within ten (10) days after first being employed. The certification shall include a statement that there is no evidence of physical condition that would endanger health, safety or welfare of the pupils in the initial examination.

Warehouse and Buildings & Grounds personnel (new hirees) shall be required to pass a designated examination paid for by the district.

If at any time there is reasonable cause to believe that an employee is suffering from an illness detrimental to the health of the pupils, the school board may require a new certification of health. The expense of obtaining additional certifications of health will be borne by the school district.

An employee of the school district who is not able to return to duty on the day following fourteen (14) days of illness or injury may be required to present a certificate of ableness to the supervisor upon return to work. This certificate shall be made out by a physician authorized to practice medicine under the laws of the State of South Dakota.

An employee who has been absent because of a nervous disorder must present a satisfactory report from a physician authorized to practice medicine under the laws of the state. In addition, the employee may be required to provide a medical report secured from the school district's designated physician at the expense of the school district.

B. EVALUATION

Employees will be evaluated by the hiring supervisor using input from other appropriate supervisory staff. Evaluations must be discussed with the employee. The district evaluation process (Board Policy GDN) will be used for all classified employees as follows:

1. New employees will **receive a documented review by supervisor (rounding) at the end of the first thirty (30) and ninety (90) days;** ~~be evaluated during or at the end of the first ninety (90) days;~~ and

2. Employees will be evaluated every other year unless their performance is considered less than satisfactory by their supervisor. In this case, evaluations will be conducted as deemed necessary by the supervisor.

A copy of the written evaluation will be given to the employee ~~and to the Superintendent's Office.~~ The original will be placed in ~~the supervisor's files.~~ **their personnel file in Human Resources.**

Each formal written evaluation will be accompanied by a conference between the supervisor and the supervisee. Supervisee shall acknowledge that he/she has had the opportunity to review by affixing his/her signature and date to the copy to be filed. Said signature does not imply agreement with the contents. It indicates the evaluation has been viewed by the support staff member and discussed.

The supervisor may request the supervisee to complete a self-evaluation prior to the formal evaluation. If a self-evaluation is requested, it is recommended that the regular evaluation form be utilized for that purpose.

C. NOTICE OF INTENT

~~All classified employees whom the district has chosen to reemploy will be given written notice by July 1 of each year with the reasonable assurance or notice of intent to rehire for the next school year.~~ **Classified employees will be presumed to have reasonable assurance of reemployment for the following school year unless notified otherwise. Employees whom the district does not intend to rehire will receive written notice of non-renewal by July 1 of each year.**

D. REEMPLOYMENT

If an employee is recommended for rehire, Human Resources will evaluate the employee's prior standing and place them appropriately on the salary schedule.

~~Employees who resign and are rehired for employment within a period of one year will, if reemployed in the same position, be placed on the salary schedule step held at the time of resignation. Former employees who are reemployed after a period of one year may be given credit not to exceed two years on the salary schedule upon recommendation by the hiring supervisor. An employee who resigns/retires and receives a payout for severance pay or any retirement payout will be placed on step 1 if they return.~~

~~An employee re-employed three years or less after resigning shall have reinstated any sick leave days, which remained at the time of the resignation.~~

E. RESIGNATION

An employee resigning for any reason must notify his/her supervisor as far in advance as possible. A minimum of fourteen (14) days notice is required in writing except in those instances where hardship would be imposed on the employee. Upon termination an employee's salary will be calculated based on the last day worked.

F. SUBSTITUTES

~~Substitutes will receive 95% of the beginning wage scale of the position they are replacing.~~

Regular employees who substitute will be paid at their regular rate of pay or substitute pay if that rate is higher.

G. STUDENT EMPLOYMENT

Students employed by the district will be paid at least at state minimum wage.

II. CHANGE IN EMPLOYMENT STATUS

A. ASSIGNMENT

“Assignment” is defined as a change of position or responsibility initiated by the Superintendent or designee that may additionally change the employee’s building, classification, or assigned administrator for evaluation.

The Superintendent or designee will make assignments of support staff members to promote efficient operations of the District. ([Board Policy GD1](#))

Each employee shall be assigned to a specific position. The employee's job description shall be subject to the direction and discretion of the Superintendent or designee. The employee may be assigned to any other position as the Superintendent or designee may direct. Assignments may be initiated by the Superintendent or by other administrative officers for any purpose which, in the judgment of the Superintendent or designee, is for the welfare of the employee or the district. An administrative assignment shall be made only after a conference between the employee and the Superintendent or administrator. At that time the employee will be notified of the reason(s) for the assignment. An ~~written record~~ authorization to transfer/assignment form ~~of this meeting~~ will be placed in the employee's personnel file. If the new position is at a lower paying scale than the one currently held, the lower paying scale will prevail and the employee will remain on his/her current step. Length of service and annual leave credits will not be affected.

B. TRANSFER

“Transfer” is defined as a requested change of position or responsibility initiated by the employee that may be additionally change the employee’s building, classification, or assigned administrator for evaluation; or is the result of interest in any district vacancy.

In considering requests for transfer, the convenience and wishes of the employee will be honored to the extent that they are consistent with the best interest of the district. This will also be the case when a change in work hours is contemplated and/or requested. If the new position is set at a lower paying scale than the one currently held, the lower paying scale will prevail and the employee will remain on his/her current step. Length of service and annual leave credits will not be affected.

Any employee desiring a transfer **shall submit a Transfer Request form to Human Resources.** ~~may make a request in writing to his/her supervisor with a copy to Human Resources.~~ The following criteria, in order of priority, will form the basis for granting the transfer:

1. The best interest of the District;
2. The qualifications of the employee;
3. The length of continuous service the employee has with the District;
4. The contribution the employee would make in the new assignment;
5. The opportunity for growth in the position.
- 6. The availability of a qualified replacement for the position vacated by the transferring employee.**

C. REDUCTION IN FORCE POLICY

In the event that staff reductions by the district become necessary, decisions as to which positions to delete will be made at the discretion of the administration. Seniority of employees will be given first consideration for remaining positions in the event two or more employees have equal ability, skill level, and job performance. Determinations as to ability and skill level will be made at the discretion of the supervisor of the position under review. An informal conference with employees directly involved in changes due to reduction in force may precede the final determination.

D. SUSPENSION AND DISMISSAL

Employment relationships in South Dakota may be “terminated at will”, which means an employer does not need a specific reason to fire an employee. This is the same concept as an employee not needing a specific reason to quit. Any employee **may** ~~will~~ be immediately discharged for dishonesty, theft, drunkenness and/or immoral conduct. Upon termination, the employee's final check will be calculated based upon the last day worked.

III. PAYMENT OF SALARY

A. PAYDAYS

Paydays are the 7th and 21st of the month. If payday falls on a Saturday or Sunday, employees will be paid on the Friday before. If payday falls on a holiday, employees will be paid on the day before. Each non-exempt employee will be required to complete a district timesheet for each pay period. These will be due on the 7th and 21st of each month. If these days fall on a weekend or holiday, they will be due the last working day prior to it.

Effective 2008-09 School Year Payment Schedule is as follows:

- a. Full time (8 hrs/day for 12 months) employees will be paid in twenty four (24) payments beginning with July 21 payday and ending with July 7 payday. Employees hired during the 2017-18 school year and after will be paid on time sheets on the basis of hours worked. Existing full time employees have the option to switch to being paid off the timesheet.
- b. Employees who work less than full-time who were employed prior to the 2008-2009 school year have the option of either being paid off the time sheet or over a 12-month period. Once an employee chooses to be paid off the timesheet, they no longer have the option to be paid over 12 months.
- c. All other employees (working 8 or less hours per day and less than 12 months) will be paid on time sheets on the basis of hours worked. Payment will be made the payday following receipt of the timesheet, i.e. timesheet due on 7th will be paid on 21st.

B. PAYROLL DEDUCTIONS

Payroll deductions are authorized for annuities, the group insurance program, and the Section 125 benefit plans. Douglas Child Care Center, and Happy Days Preschool. Employees will complete the appropriate forms for payroll deduction.

C. DIRECT DEPOSIT

All payroll distributions will be deposited automatically into the employee's designated account.

IV. OVERTIME COMPENSATION

The Board of Education has authorized pay for employees for work performed in excess of forty (40) hours in a week but subject to the following regulations:

- A. Overtime pay is to be authorized **by the immediate supervisor**. ~~only by the Superintendent or his designee, and cleared through the Personnel Office.~~ All overtime must be approved in advance. Failure to secure pre-approval of overtime will result in disciplinary action, up to and including termination.
- B. Overtime pay will be paid only on the excess of forty (40) hours worked within a given week beginning Sunday and extending through Saturday. However, overtime pay will be paid for all work performed on Sundays at time and one half and double time for employees who work on their paid holidays in addition to holiday pay.
- C. Payroll calculations with regard to overtime will not include holidays and annual, sick or personal leave hours as hours worked, but only as hours paid. EXAMPLE - Any given week with one holiday, normal work hours are thirty-two (32), but total paid hours are forty (40). If an employee works additional hours, he must actually work in excess of forty (40) hours in order to receive overtime pay.
- D. An eight (8) hour break must be provided between shifts to the employee working overtime, otherwise overtime compensation will be continued into the next work day.
- E. A minimum of two (2) hours shall be authorized for an employee that is required to report to work for emergency situations outside of normal duty hours. These hours shall count towards overtime if the total hours worked in a week exceed forty (40).
- F. A minimum of one (1) hour shall be authorized for an employee that is required to report to work for scheduled events to assist in the opening and closing of a building/facility for special events or meetings. These hours shall count towards overtime if the total hours worked in a week exceed forty (40).

V. LUNCH AND COFFEE BREAK SCHEDULE

(Excluding Food Service Employees)

15-minute coffee breaks are considered working breaks; and therefore employees are not to leave campus during coffee breaks. Coffee Breaks are not to be combined with the 30 minute uninterrupted lunch to extend time off.

Employee works over 4 hours - one 15-minute coffee break

- over 6 hours - one 15 minute coffee break and
- one 30 minute uninterrupted lunch

- 7 hrs or more - two 15 minute coffee breaks and
- one 30 minute uninterrupted lunch

VI. LEAVE POLICIES

Employees must obtain approval prior to taking leave. Sick leave does not require advance approval; but it is recommended when possible. Employees taking leave without pay and participating in the South Dakota Retirement System and the district group insurance program shall have the option to remain active members by paying the entire amount, which would otherwise have been paid by the employee and the district.

A. ANNUAL LEAVE

Full time (8 hours/day for 12 months) employees earn annual leave. Annual leave will be earned and credited each month employed. Employees who transfer from part time employment to full time employment will receive prorated credit of annual leave for previous months employed. Full time employees are ineligible to use annual leave during the first three months of employment. Annual leave will be credited per the following schedule:

- 0-5 years service - 10 days annual leave
- 6 years service - 11 days annual leave
- 7 years service - 12 days annual leave
- 8 years service - 13 days annual leave
- 9 years service - 14 days annual leave
- 10 years service - 15 days annual leave
- 12 years service - 16 days annual leave
- 14 years service - 17 days annual leave
- 16 years service - 18 days annual leave
- 18 years service - 19 days annual leave
- 20 years service - 20 days annual leave (maximum)

Annual leave in an employee's account cannot exceed two years accumulation of credits as of June 30. Any additional annual leave will be forfeited effective July 1. If circumstances warrant that it is not convenient to the District for an employee to take annual leave and the balance of his/her annual leave account is such that any additional credits would be forfeited, an extension of the employee's annual leave account can be affected. This is done by a written petition to the Superintendent **or designee** by the employee's immediate supervisor. Annual leave requests are to be submitted to the supervisor for approval.

Leave requests should be processed a minimum of 5 days prior to the leave commencement. Annual leave should be taken as consecutive duty days of vacation at a time convenient to the District. Holidays occurring during an employee's vacation do not count as days of annual leave.

No more than ten (10) days of annual leave can be used in any single occurrence during a school year (July 1-June 30). The Superintendent or designee may grant the use of additional days of annual leave in exceptional circumstances; and the decision will be non-precedent setting nor grievable under the terms of this agreement.

At the time of retirement, not more than 30 days of annual leave may be used in the days immediately prior to the last day of work.

B. PAID HOLIDAYS

Employees will be paid for holidays as set forth below:

<u>Scheduled Days Worked</u>	<u>Paid Holidays</u>
240-260 or more days per year Full time 12-month	Labor Day Native American Day Veterans Day Thanksgiving Day and the following Friday Christmas Day and one additional day New Year's Day and one additional day Martin Luther King Day Presidents Day Good Friday or Easter Monday Memorial Day Independence Day and one additional day TOTAL 15
Between 190-239 208 days per year	Labor Day *Native American Day Veterans Day *Thanksgiving Day *Christmas Day *New Year's Day *Martin Luther King Day Presidents Day Good Friday or Easter Monday Memorial Day TOTAL 10
Between 180-184 9 days per year	*Native American Day Veterans Day *Thanksgiving Day *Christmas Day *New Year's Day *Martin Luther King Day Presidents Day Good Friday or Easter Monday TOTAL 8
Between 170-179 days per year	*Native American Day *Thanksgiving Day *Christmas Day *New Year's Day *Martin Luther King Day Good Friday or Easter Monday TOTAL 6

If a holiday falls on a Sunday, the following Monday will be a holiday. If a holiday falls on a Saturday, the previous Friday will be a holiday. The day taken off for a holiday may change in order to coincide with the approved school calendar depending on the year.

A classified employee may choose, prior to the start of the school year, to have up to five (5) of their holidays to be paid during Christmas break (marked with *). This will be elected in writing and may not be revoked during the school year. If interested, a new election must be signed each year. Any pay for unearned holidays will be deducted if the employee leaves employment.

C. LEAVE OF ABSENCE

A leave of absence without compensation may be granted to employees for a period not to exceed one year. Requests for leave must ordinarily be submitted in writing to the Board of Education at least thirty (30) days prior to the date upon which the leave is requested to begin and must contain the purpose and length of the proposed absence. Requests shall be acted upon within a reasonable time, not exceeding thirty (30) days. A copy of this leave provision shall be given to the employee when a leave is granted.

While on leave an employee shall have the option to remain an active participant in the state retirement system and the health and dental insurance program of the school district by paying the entire amount which would have been otherwise paid by such employee and the school district. However, when the leave falls within the provision of the Family and Medical Leave Act, cost sharing for dental and health coverage in effect at the time the leave begins, will continue for the first twelve weeks. Thereafter the employee will be required to pay the full amount if he/she wishes to remain an active participant in the programs. Administration of family and medical leaves of absence will be governed by the provisions of the Family and Medical Leave Act.

Scheduled increments, salary adjustments and other credits are not allowed for leaves of absence. Time spent on leave of absence shall not count toward years of service for any benefits and shall be so registered on the employee's record.

If leave is granted for ninety (90) days or less, no written notice to return is required but the employee must return to work on the day specified (regardless of length). The employee will be terminated unless an extension has been approved.

An employee desiring to return from a leave of more than 90 days shall give written notice of a desire to return to employment sixty (60) days prior to the end of the leave and provided such notice is given, such employees shall be restored to his former position or to one of comparable status.

D. LEAVE WITHOUT PAY UNPAID LEAVE

Employee Authorization to Hire (Auth to Hire) includes designated workdays and a specified number of sick days, a portion of which may be used as personal leave. Use of leave beyond the allotted days exceeds the terms of the Auth to Hire and may be considered a violation of employment expectations.

Unpaid leave is not a standard option under the Auth to Hire and will only be granted under exceptional circumstances. Requests for unpaid leave must be submitted to the supervisor for approval and must include a clear explanation of the reason for the request.

Before unpaid leave will be considered, all applicable paid leave must first be exhausted—for example, all available sick leave must be used prior to requesting unpaid leave due to illness.

The Superintendent may grant leaves of absence without pay to employees for personal reasons. Requests for leave without pay must be approved by the supervisor and must include the reason. All applicable leave must be used before leave without pay is granted when/if applicable; i.e. all sick leave must be used before leave without pay is granted when sick.

E. SICK LEAVE

Sick leave is provided to employees with a scheduled work week of 20 hours or more. Sick leave may be taken for personal illness, injury or other physical disability (including pregnancy related disability) and for illness in the immediate family. Immediate family is defined as employee's spouse, mother, stepmother, father, stepfather, legal guardian, children, stepchildren, son-in-law, daughter-in-law, grandchildren, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, aunts, great-aunts, uncles, great-uncles, nieces, nephews, grandparents, parents/legal guardians and grandparents of the employee's spouse, an individual who is a permanent resident in the employee's home, and any person for whom the employee has specific legal responsibility. Upon approval of the Superintendent or designee, employees may use a day of sick leave to attend the funeral of someone close to them.

Employees are required to immediately notify their supervisor when sick leave is required. Upon returning from sick leave, the employee shall complete a sick leave application indicating the reason for the absence. The supervisor or Superintendent or designee may require a physician's statement concerning such absence.

If an employee is absent on the last day of the pay period, the appropriate leave form should be forwarded to the Personnel Office with the supervisor's signature.

Sick leave is earned as follows:

<u>Scheduled Months</u>	<u>Days Worked</u>	<u>Sick Leave Earned</u>
9 months	180 - 184	8 days equal to daily hours worked
10 months	185 - 207	10 days equal to daily hours worked
11 months	208 - 219	12 days equal to daily hours worked
<u>Scheduled Months Worked</u>		<u>Sick Leave Earned</u>
Full Time	12 months (8 hours/day for 12 months)	15 days based on 8 hr day

~~**Four employees will be grandfathered in at current days earned.~~

~~After one month of employment, employees eligible for sick leave shall have the annual number of sick leave hours credited to their account. All unused days shall be added to the employee's sick leave reserve at the end of the fiscal year. An unlimited number of sick leave days may be accumulated. Employees leaving prior to the end of the school year (July 1 through June 30) shall have the annual sick leave prorated.~~

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

Any physical disability, exceeding thirty (30) duty days, for which payment under the sick leave policy is claimed, shall be verified by a doctor. In the case of childbirth, certification of physical disability should in no way relate to the care of a well child, but only to the period during which the employee is physically unable to perform her contractual duties.

~~An employee returning to the district within 3 years after resignation, and who has not previously qualified for severance pay, shall have all previously earned and unused sick leave reinstated.~~

F. SICK LEAVE BANK

Eligible employees, who are in their second consecutive term of employment by the district will be given the opportunity to enroll in a voluntary sick leave bank under the following conditions and provisions:

- (1) Employees shall become eligible to join the sick leave bank on their one year anniversary date with a minimum of one day sick leave accumulated on that date. The 30-day period following completion of the one year of employment shall be the **only** sick leave bank enrollment opportunity **until the next open enrollment date. Thereafter the open enrollment will occur in September every 5th year (i.e. September 2025, September 2030, September 2035, etc).**
- (2) Each participating employee shall contribute one day (hours equal to the number of hours worked) of sick leave per year to the bank for three (3) years. **Eligible employees declining to become participants in the bank within 30 days of their 1st anniversary date shall be ineligible for participation later. Once enrolled in the sick leave bank, the employee will remain an active member with automatic deductions made from their sick leave account each year unless request in writing to the Personnel Office to be dropped from the bank.**
- (3) When the sick leave bank balance reaches 4,000 hours, participating employees will discontinue contributing to the bank. If the balance of the bank drops below 2,400 hours, all members will contribute again until 4,000 hours are reached. New participants in the sick leave bank must contribute for three (3) years regardless of the total number of hours/days in the bank. Current participating employees who have already contributed for more than three (3) years will be grandfathered in and eligible to receive up to seven (7) additional days added to the maximum **twenty-five (25) ~~thirty (30)~~** days available to use based upon the number of years they have contributed in excess of the three (3) years.
- (4) This pool is for the protection of individual participating employees during a long-term extended illness or disability of the employee only (illness or disability of a family member does not qualify) causing an absence from regularly assigned duties. **Participants may request the use of the sick leave bank once per (a) school year or (b) illness/disability. Once a participating employee has exhausted their accumulated sick leave and met the sick leave bank eligibility criteria, they may immediately begin drawing up to 25 days of sick leave from the bank.** ~~which extends more than five (5) duty days beyond the number of sick leave days which an individual participating employee has accumulated (there shall be one five (5) day waiting period per illness or disability. The five days need not be consecutive. Use of this pool will begin on the sixth duty day after an individual's accumulated sick leave days have been exhausted, at which time the participating employees may draw up to 30 days of sick leave from the bank. Use of pool days by participants shall not be limited to the fiscal year in which the illness or disability causing the long-term absence from regularly assigned duties began. Individuals with annual leave will not be required to exhaust their annual leave account before using the sick leave bank. However, annual leave may not be substituted for the five (5) day waiting period.~~ **If additional sick leave days are earned at the start of a new school year, those must be exhausted prior to using remaining sick leave bank days.**
- (5) **The dates of personal physical disability for which payment under the sick leave bank is claimed shall be verified by a doctor.**
- (6) Administration of the bank will be handled by the District Personnel Office. All requests for use of the bank must be submitted in writing to the Personnel Office and must be approved by the Superintendent **or designee**. The request must be supported by the written statement from the employee's personal physician that states the specific long-term extended illness or disability causing the absence and the duration of the absence. The absence for which the pool days are requested must be of such nature that absence is unavoidable during the school year and

absence from duties is necessitated. Should loss of pay inadvertently occur through late notification, such loss shall be restored in the next pay period following approval of the request for use of pool days.

- (7) Persons withdrawing days from the bank are not required to replace these days except as a regular contributing member of the bank. A person resigning, retiring, withdrawing from membership in the bank or declining to make contributions as required, shall not be able to withdraw previously contributed days.
- (8) Days in the bank shall be withdrawn on a first come, first served basis, and, if the total days in the bank are exhausted in any year, use of the bank is ended for that year. Unused days in the bank shall be carried over to the next succeeding school year.
- (9) Remuneration from the bank shall be based on the per diem rate for the individual participant for the applicable fiscal year.
- (10) The Business Manager shall conduct an annual audit of the Sick Leave Bank.
- (11) **Donations outside of the sick leave bank (building and/or department) are not allowed.**

G. BEREAVEMENT LEAVE

Three (3) days of bereavement leave may be taken for death in the immediate family (as defined above in “E. Sick Leave”), and will not be deducted from the employee’s sick leave allocation. An employee who has exhausted all of their sick leave may request consideration from the Superintendent or designee for two (2) additional days of bereavement leave, for a maximum of five (5) days. This request may be made for up to two (2) occurrences in a school year. Bereavement leave will be granted per occurrence and will not be accumulated. Sick leave may be taken for extended bereavement leave.

H. SCHOOL BUSINESS/PROFESSIONAL LEAVE

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

- (1) The leave is in the best interest of the district and related to the employee's professional interests or leadership position in local, state or national educational /professional organizations.
- (2) The request for leave must be directly associated with educational/professional activities. Priority will be given to professional leave applications of employees who:
 - (a) Submit them first.
 - (b) Hold local, state, and/or national offices in educational/professional organizations.
- (3) Applications must be submitted a minimum of one (1) week in advance and must be approved by the supervisor and the Superintendent or designee.
- (4) Approval for professional leave will be contingent on the availability of sufficient funds.

Upon request of the Superintendent or designee, the employee shall file a report on the activities of the conference with any recommendations. An employee holding a leadership position in a major state educational/professional organization may be granted up to thirty (30) days of professional leave without pay during each twelve-month period. No expenses will be provided.

H. SCHOOL BUSINESS LEAVE

Employees may be granted school business leave upon making an application on the appropriate form. School business leave may be authorized by the Superintendent or designee.

I. PERSONAL LEAVE

Three (3) days sick leave may be taken for personal reasons each year, if approved a minimum of two days in advance. One (1) additional day of personal leave shall be granted each year to an employee in their 4th, 5th, 6th and 7th year of employment. No more than seven (7) personal leave days may be used in any one year. Personal leave cannot be accumulated.

- a. **One Two** days of personal leave may be used to extend a scheduled school holiday one time per school year, with approval of the building principal.
- ~~b. A second day of personal leave may be used to extend a holiday one time in a school calendar year upon approval of the Superintendent or designee.~~
- c. Leave may not be used on the first or last calendar day with students, to extend the Winter Holiday, or during Parent/Teacher Conference Hours.
- d. Use of personal leave is strongly discouraged during In-Service Days.
- e. Leave may not be requested more than 180 days in advance.

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

J. COURT WITNESS AND JURY DUTY LEAVE - Reference [School Board Policy GCBDC](#)

K. ADDITIONAL USE OF SICK LEAVE (COURT APPEARANCES)

Each employee, upon the approval of the Superintendent or designee, may be granted the privilege of using a maximum of five days sick leave to cover absence due to a required appearance in a court of law, involving no moral turpitude on the part of the employee, in a case in which the employee is a party.

L. MILITARY LEAVE - Reference [School Board Policy GCBDD](#)

M. PARENTAL LEAVE

Upon written application to the Superintendent or designee, a parental leave of absence **without pay** shall be granted to employees for the **birth or adoption of a child.** ~~purpose of adoption, child bearing or child rearing.~~ **Requests for parental leave must be submitted in writing to the Board of Education. Notice must be given to HR at least forty-five (45) days prior to the date upon which the requested leave is requested to begin. Current FMLA guidelines will be followed.** A parental leave of absence shall be for a maximum period of one year; however, upon written application made at least 30 days prior to the expiration of such leave, the leave may be extended to the end of the current year of employment. **If an employee wishes to extend parental leave beyond FMLA guidelines, they may apply for an Extended Leave of Absence.**

Within forty-five (45) days after childbirth, an employee shall be entitled to use sick leave not to exceed thirty (30) days. The dates of such physical disability, exceeding thirty (30) days, for which payment under the sick leave policy is claimed, shall be verified in writing by a doctor. Certification of physical disability shall not in any way be associated with the care of the child, but only to the period, which the employee is physically unable to perform her duties.

An employee shall be entitled upon written request to use up to thirty (30) days sick leave for the purpose of child rearing to begin at any time between the birth of their child and one year thereafter. Additional days taken will be parental leave without pay. Except in case of emergency, an employee desiring such leave shall make written application for such leave to the Superintendent at least forty-five (45) days prior to the date on which the leave is to begin.

An employee adopting a child shall be entitled to use up to thirty (30) days sick leave for the purpose of child rearing (including time necessary to obtain custody of the child) to commence at any time during one year after receiving custody of the child. Additional days taken will be parental leave without pay.

The total number of sick days for any employee shall not exceed thirty (30) total days per occurrence. **An employee may use up to a maximum of 12 calendar weeks of sick leave (concurrent with FMLA). Available leave must be used for time out on parental leave.**

Parental leave is available for both parents.

Reemployment rights will follow FMLA guidelines.

Reemployment rights for employees granted parental leave:

Less than ninety (90) calendar days — Upon giving forty-five (45) days written notice, the employee shall be returned to the original position without loss of ordinary salary increments.

More than ninety (90) calendar days — Upon giving ninety (90) days written notice, the employee shall be restored to the original position or position of like status and pay. Reassignment shall be without accumulation of ordinary increments.

If a parental leave is not for a period longer than one semester, reassignment shall be without loss of ordinary salary increments, but if such leave is for a longer period of time, such reassignment shall be without accumulation of such ordinary increments. While on leave an employee shall have the option to remain an active participant in:

- a. the South Dakota retirement system by paying the entire amount, which would have been otherwise paid by such employee and the school district;
- b. the health and dental insurance program by continuing cost sharing the first twelve weeks and thereafter by paying the entire amount.

The administration of parental leaves shall comply with **FMLA guidelines.** the provisions of the Family and Medical Leave Act.

An employee on parental leave may serve as a substitute in the District while on such leave.

N. FLEX TIME

Reference Board Policy GBN—Staff Flex Time

For classified personnel, up to one hour can be flexed. Flex time is before and after school, not during hours students are present. Exceptions to the one-hour limit on flex time may be granted by the Superintendent for emergencies or extenuating circumstances (special projects, etc.). The occasional use of flex time shall be mutually agreed upon by the person making the request and the supervisor. It is the exception rather than the rule and should not be used to satisfy a person's every day or weekly schedule. Any flex time should be made up within the same workweek that flex time is used.

VII. WORKER'S COMPENSATION

- A. An employee injured in an accident during duty hours, or his/her representative, shall immediately upon the occurrence of an injury, or as soon thereafter as practicable, give to the immediate supervisor written notice of the injury. Failure to give such notice shall result in all penalties applicable under the Worker's Compensation Act of South Dakota.
- B. All worker's compensation payments shall be retained by the employee. An employee who has elected to use sick leave and has sufficient leave to cover the time absent from work, shall receive his or her regular salary less any amount received for compensation, up to, but not in excess of his or her regular daily rate of pay. Any sick leave used for the period covered by the worker's compensation shall be returned to the employee up to, but not in excess of the amount of the compensation payment.

VIII. RETIREMENT BENEFITS AND SEVERANCE PAY

Participation in the South Dakota State Retirement System is mandatory for employees with a scheduled work week of twenty (20) hours or more and at least six (6) months a year. A 6% deduction of gross salary will be made for this purpose and will be matched by the District.

Benefits consist of, but are not limited to:

- 1. Normal Retirement
- 2. Early Retirement
- 3. Disability Benefit
- 4. Separation Benefit with Interest
- 5. Vested Benefit
- 6. Spouse Survivor and Family Benefits

SEVERANCE PAY:

Upon retirement or upon death (having reached the age provided herein and having the corresponding number of years of employment) an employee will be paid one half of their accumulated sick leave.

Any employee as above designated having reached the minimum age of forty-five (45) years and having been employed in the Douglas Schools for the minimum of ten (10) years, upon resigning his or her employment with the Douglas Schools shall be paid one-half of his or her accumulated sick leave.

The amount of sick leave pay under this policy will be determined by the average of the employee's hourly rate of pay over the five-year period immediately preceding retirement. One half of the sick leave balance to be paid out by June 21. The Special Pay Plan provided by South Dakota Retirement System (SDRS) and approved by the Douglas School District Board of Education will be mandatory if you are age 55 or older and your payout is \$600 or more up to the maximum allowed by SDRS.

If a full-time (8 hours/day for 12 months) employee retires and will be completing their contract as of June 30, their remaining contract payment will be included in the final June 21st payroll.

IX. INSURANCE PROGRAM

The School Board shall provide a group hospitalization and surgical insurance plan for all employees who work on a continuing basis. The coverage and terms of such an insurance plan is determined by the School Board. Health, life and dependent dental insurance must be carried on a 12-month basis.

A. HEALTH INSURANCE

For those employees with a scheduled work week of twenty (20) hours or more for six (6) months or more, the contribution by the school district is \$599 per month for a family (employee and qualified dependents) plan, \$599 per month for an employee + dependent(s) plan, \$599 for an employee + spouse plan, and \$599 per month for a single (employee only) plan. If any plan costs less than the \$599 the Board contributes, the remaining amount shall be contributed to an eligible Health Savings Account (HSA) if available. No employee shall receive a combined benefit for health insurance and a contribution to an eligible HSA that is greater than \$599 per month. Where a husband and wife are both employees of the district and eligible for the group insurance program, if they elect the employee + spouse plan or the family plan, only one employee will be enrolled in the program and the district will contribute \$599 monthly for each employee towards the insurance program and/or the eligible HSA.

B. DENTAL INSURANCE AND LIFE INSURANCE

The School District provides a group Dental Insurance and Life Insurance for each employee with a scheduled work week of twenty (20) hours or more for six (6) months or more (single coverage). Individual employees have the option of additional dependent coverage at his/her own expense during the first thirty (30) days of employment or during open enrollment periods only.

X. SERVICE FACTOR (LENGTH OF EMPLOYMENT)

The service factor is calculated for all classified employees after an employee works 5 years, after 10 years, and after each 5 year increment thereafter by multiplying the total number of scheduled hours worked as follows: after 5 years, .036; after 10 and 15 years, .045; after 20 and 25 years, .054; after 30, 35, and after each 5 year increment thereafter, .06. That calculated total is then given in addition to the salary in a lump sum the first pay period following the anniversary date.

If an employee is subject to a reduction in force (as that phrase is defined elsewhere in the Classified Employees Handbook), within twelve months of qualifying for the service factor bonus described in Section X, page 12, of the Classified Employees Handbook, the employee will be treated as if he or she has satisfied the requirements for earning the service factor bonus, and the bonus will be paid in a lump sum at the time of the reduction in force.

Service factor bonus applies to classified employees only who are paid in accordance with the classified salary schedule.

If an employee separates from the system and returns within a period of one year, previous district service will be credited.

XI. INSERVICE TRAINING PARTICIPATION

Employees may be required to participate in specific inservice training programs when the immediate supervisor or Superintendent or designee indicates a need exists for improvement or orientation.

XII. INCLEMENT WEATHER

(includes heat, snow/icy roads, fog, power outage or any other unscheduled event)

A. UNSCHEDULED LATE START

When there is a late start, employees are not to report to work until the time directed by their supervisor/Superintendent or designee.

Employees will be paid at their regular duty rate and will not be required to make up the time. Employees required to report early by their supervisor/Superintendent will be paid double time pay for hours worked. Note: Bus drivers required to run their routes will receive double time pay for hours worked during unscheduled late starts.

Employees working other shifts will also be paid at their regular duty rate and will not be required to make up the time.

B. UNSCHEDULED EARLY DISMISSAL

When there is an early dismissal for winter weather, employees are to go home unless specifically directed by their supervisor/Superintendent or designee to remain on duty. All staff will be released according to the high school release time, i.e. the high school buses normally leave by 3:20 p.m., so an one-hour early dismissal would mean all staff would be allowed to leave at 2:20 p.m. once all students have left the district. For any other contingencies including heat or a power outage, staff dismissal time will be announced.

Employees will be paid at their regular duty rate and will not be required to make up the time. Employees required to remain on duty by their supervisor/Superintendent or designee will be paid double time pay for hours worked. Note: Bus drivers will always be required to run their routes and will receive double time pay for hours worked during winter weather.

Employees working other shifts will also be paid at their regular duty rate and will not be required to make up the time during winter weather. When the early dismissal is due to heat, those working other shifts will report to work late equal to the amount of time the day shift left early from their regularly scheduled time. Employees who work shifts that end prior to the early dismissal time will work their regular shift and leave at their regularly scheduled time. Employees will be directed when to report to work during a power outage.

C. SCHOOL CANCELLATION

Employees will receive full pay for any canceled school days that are officially forgiven by the Board of Education. For any canceled days that are not forgiven, employees will either be required to make up the time at a date determined by the supervisor or Superintendent or designee, or may choose to use available paid leave, if applicable.

~~The following procedures be used on those occasions when school is canceled due to inclement weather for all employees who work full time (8 hours/day for 12 months). Duty hours lost as a result of days canceled will be compensated by the individual—~~

~~1. Making up the time lost as a result of not working.~~

~~2. Applying for personal or annual leave or leave without pay.~~

~~Days missed because of inclement weather or other emergencies will be made up at a time established by the supervisor/Superintendent. Hours worked beyond 40 hours in one week as the result of weather conditions will be considered overtime.~~

~~Other categories of employees make-up the day at the end of the school year.~~

XIII. STAFF COMPLAINTS AND GRIEVANCE PROCEDURE (Board Policy Regulation GBM-R)

[Board Policy GBM](#) and [Administrative Regulations GBM-R](#) provide a procedure to secure solutions at the lowest possible administrative level to problems, which may arise. The process goes from the informal with the immediate supervisor through the formal procedure with the Board

A. DEFINITIONS

A "grievance" shall mean a complaint by an employee, or employees of the district, that there has been a violation, misinterpretation or inequitable application of any of the terms of this handbook, except that the term

"grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or (2) the Board is without authority to act.

An "aggrieved person" or "grievant" is an employee or employees asserting a grievance in writing.

A "party in interest" is a person who might be required to take action or against whom action might be taken in order to resolve a grievance.

B. PURPOSE

Purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may arise from time to time. Proceedings under the procedure will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the immediate supervisor and to have the grievance adjusted, provided the adjustment is consistent with the terms of this handbook.

C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and reasonable efforts should be made to expedite the process. If the appropriate action is not taken by the employee within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limit specified may be extended by mutual agreement, provided the time extension is requested within the time limits provided in the regulation.

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

If a filed grievance cannot be finally resolved under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year could result in

irreparable harm to an aggrieved person or a party in interest, the time limits set forth herein will be reduced so the grievance procedure may be concluded prior to the end of the school year or as soon thereafter as is practicable.

A supply of grievance forms shall be on file with the building principal, and/or the immediate supervisor. ([Board Policy Exhibit GBM-E, Form S-423](#))

Informal Procedures:

A grievance will be discussed with the grievant's immediate supervisor with the objective of resolving the matter informally, at which time the grievant may discuss the grievance personally or request that a representative be present and/or act on his/her behalf.

Level 1:

A grievant not satisfied with the disposition of his/her problem through informal procedures shall submit the grievance in writing on an Employee Grievance form ([GBM-E, S-423](#)).

Signed copies of the written Employee Grievance form shall be delivered by the employee to each of the following: supervisor, principal or other administrator, Superintendent and the president of the Board of Education.

The administrator within ten (10) days of the filing of the grievance shall render his/her decision in writing to the aggrieved person

Level 2:

A grievant not satisfied with the disposition of the grievance at Level 1, or if no decision is rendered within ten (10) days after the presentation of the grievance, may file the grievance in writing with the Superintendent within ten (10) days after the grievance decision has been rendered at Level 1 or within twenty (20) days after the grievance was presented at Level 1, whichever is sooner.

The Superintendent, or designee or designees, will represent the administration at Level 2 of the grievance procedure. The Superintendent, or designee or designees, shall meet with the grievant and parties in interest in an effort to resolve the grievance. Within ten (10) days after said meeting the Superintendent, or designee or designees, shall render a decision in writing to the grievant.

Level 3:

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

Level 4:

The grievant, if not satisfied with the disposition of the grievance at Level 3, or if no decision has been rendered within ten (10) days after the Board of Education has heard the grievance, may within ten (10) days thereafter initiate an appeal to the Department of Labor. Said Secretary shall conduct an investigation and hearing and shall issue an order covering the points raised, which order shall be binding on the employees and the Board of Education. The investigation and hearing conducted by said Secretary shall be conducted in accordance with the rules and regulations of said Secretary.

It is specifically and expressly understood and agreed that taking an appeal to said Secretary constitutes an election of remedies and a waiver of all rights by the appealing party or parties and/or representatives to litigate or otherwise contest the appealed subject matter in any court under [SDCL 13-46](#), except in the form of an appeal from the decision of the Department of Labor as provided in SDCL [1-26](#).

Rights of Employee to Representation

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

Miscellaneous Provisions

- A. If a grievance affects a group of employees from more than one function, such grievance may be submitted in writing directly to the Superintendent's Office, and the processing of such grievance may be commenced at Level 2.
- B. To facilitate the operation of the grievance procedure, necessary forms for filing, serving notices, making appeals and other necessary documents will be jointly prepared and distributed by the Superintendent and the grievant's representative.
- C. All documents and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- D. The Board and the grievant shall make available to one another all pertinent information, not privileged under law, in their possession or control which is relevant to the issues raised by the grievance.
- E. When it is necessary for a representative, representatives, the grievant or a party in interest to attend a grievance hearing called during the school day, the Superintendent's Office shall notify the supervisor of such representatives and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
- F. No grievance shall be recognized unless it has been presented at the appropriate level within thirty (30) days after the grievant knew, or should have known, of the act or condition on which the grievance is based, and, if not so presented, the grievance will be considered waived, provided that a grievance filed under the first paragraph of Miscellaneous Provisions hereof shall not be recognized at Level 2 unless it shall have been filed with the Superintendent's Office within at least forty-five (45) days after the act or condition upon which it is based occurred.
- G. Employees voluntarily terminating employment will have their grievances immediately withdrawn and will not benefit by any later settlement of any grievance.
- H. Except where otherwise provided in this policy, the term "days" shall refer to calendar days.

XIV. MILEAGE

Employees assigned to more than one building or employees on approved professional leave who are required to use their own vehicles for such travel shall be paid mileage at the rate established in Board of Education [Policy GCLA](#).

APPROVED CLASSIFIED PAY SCHEDULE 2025-2026

	1	2	3	4	5	6	7	10	15
A	\$15.50	\$16.25	\$17.00	\$17.75	\$18.50	\$19.25	\$20.00	\$20.75	\$21.50
B	\$16.25	\$17.00	\$17.75	\$18.50	\$19.25	\$20.00	\$20.75	\$21.50	\$22.25
C	\$17.00	\$17.75	\$18.50	\$19.25	\$20.00	\$20.75	\$21.50	\$22.25	\$23.00
D	\$17.75	\$18.50	\$19.25	\$20.00	\$20.75	\$21.50	\$22.25	\$23.00	\$23.75
E	\$18.50	\$19.25	\$20.00	\$20.75	\$21.50	\$22.25	\$23.00	\$23.75	\$24.50
F	\$21.00	\$21.75	\$22.50	\$23.25	\$24.00	\$24.75	\$25.50	\$26.25	\$27.00
G	\$22.50	\$23.25	\$24.00	\$24.75	\$25.50	\$26.25	\$27.00	\$27.75	\$28.50
H	\$24.00	\$24.75	\$25.50	\$26.25	\$27.00	\$27.75	\$28.50	\$29.25	\$30.00
I	\$25.50	\$26.25	\$27.00	\$27.75	\$28.50	\$29.25	\$30.00	\$30.75	\$31.50
J	\$26.75	\$27.50	\$28.25	\$29.00	\$29.75	\$30.50	\$31.25	\$32.00	\$32.75
K	\$28.75	\$29.50	\$30.25	\$31.00	\$31.75	\$32.50	\$33.25	\$34.00	\$34.75
L	\$31.25	\$32.00	\$32.75	\$33.50	\$34.25	\$35.00	\$35.75	\$36.50	\$37.25
M	\$33.75	\$34.50	\$35.25	\$36.00	\$36.75	\$37.50	\$38.25	\$39.00	\$39.75

ACCOUNTING

I - Bookkeeper

TECHNOLOGY

G - Technician/Support

K - Data Base/Support

ASSISTANT

I - SLP Assistant

TRANSPORTATION

F - Bus Driver

I - Head Mechanic

CUSTODIAL/MAINTENANCE

D - Custodian

F - Groundskeeper

F - Carptenter

I - Plumber

J - Electrician

DELIVERY

B - Delivery

FOOD SERVICE

A - Food Service Worker

B - Cook

INSTRUCTIONAL AIDE

C - Instructional Aide

Includes: Classroom,
Library, Title I* & Speech

PERSONNEL

I - Personnel Manager

NURSE

K - LPN

M - Registered Nurse

ADMINISTRATIVE ASSISTANT

C - Administrative Assistant 1

D - Administrative Assistant 2

D - Administrative Assistant 3

D - Administrative Assistant 4

E - Administrative Assistant 5

I - Administrative Assistant 6

SUPPORT AIDE

A - Lunchroom Aide

A - Bus Aide

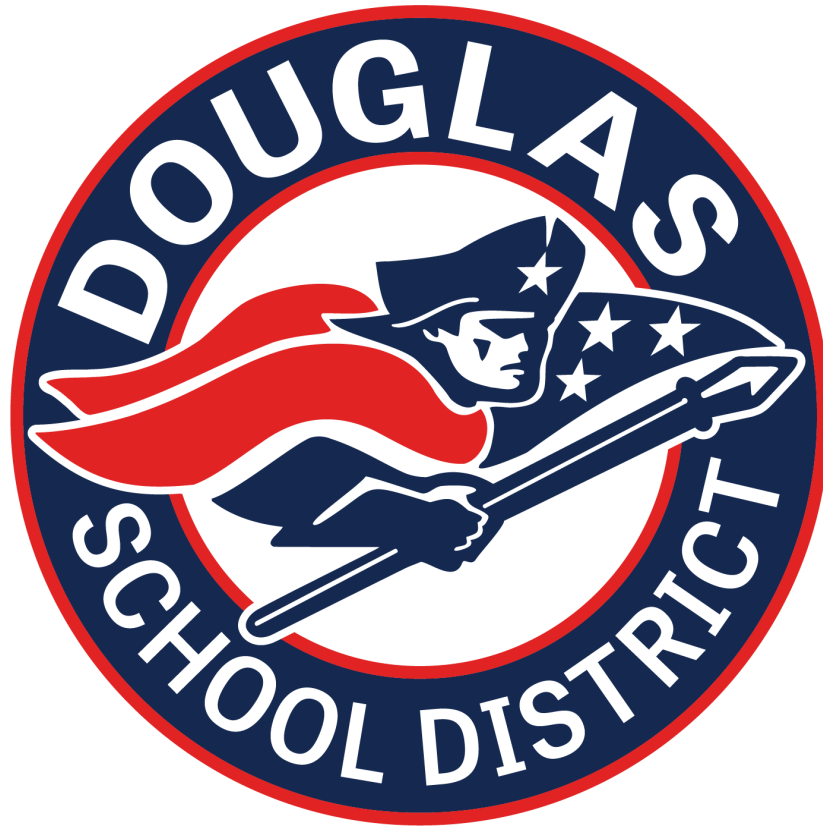
-Custodial night differential \$0.50 per hour worked on the night shift

-Bus Aide with CDL differential \$0.50 per hour worked

-Bus Driver Floater differential \$0.50 per hour worked

-Lead Library Aide \$0.50 per hour differential per hour worked

* 48 credit minimum



Coordinators Handbook

2025-26

Discrimination Prohibited

Equal Opportunity Employment

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

Title IX Policy Notification Statement

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

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

Inquiries concerning the applications of Title VI Civil Rights Act of 1964 may be referred to Executive Director of Secondary Academics, Douglas School District 51-1, 400 Patriot Drive, Box Elder, SD 57719, (605)923-0000. Section 504 of the Rehabilitation Act of 1973, as amended, may be referred to Director of Special Education Services, Douglas School District 51-1, 421 Don Williams Drive, Box Elder SD 57719, (605) 923-0013.

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

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INTRODUCTION

The Coordinators Handbook contains general working benefits for Coordinators in the Douglas School District as determined by the Board of Education. Any additional terms, conditions, or benefits will be specified in the Coordinator's individual contract. District Coordinators receive all benefits provided by the Coordinators Handbook except when board policy and/or language in the individual's contract directs otherwise, effective the 2016-17 contract year.

Definition of a Coordinator:

A Coordinator is an individual who has direct or delegated responsibility for decision-making in the support services of the District. This includes School Nutrition Coordinator, Building & Grounds Coordinator, Transportation Coordinator, Technology Coordinator, and Communications Coordinator.

Experience:

Experience, to the extent allowable, shall be granted for continuous years outside or within the District in similar positions.

Definition:

The term "days", except where otherwise noted in this handbook, shall refer to calendar days.

ADMINISTRATOR DRESS CODE

Reference District [Board Policy Regulation GBCB-R](#)

MEDICAL EXAMINATION

1. If at any time there is reasonable cause to believe that a Coordinator is suffering from an illness detrimental to the health of the pupils, the Board of Education may require a certification of health. The expense of obtaining additional certifications of health will be borne by the School District.
2. A Coordinator who is not able to return to duty on the day following ten (10) of illness or injury may be required to present a certificate of ableness to the Superintendent or designee upon return to work. This certificate shall be made out by a physician authorized to practice medicine under the laws of the State of South Dakota.
3. A Coordinator who has been absent because of a nervous disorder must present a satisfactory report from a physician authorized to practice medicine under the laws of the State. In addition, the Coordinator may be required to submit to an examination to provide a medical report secured from the School District's designated physician at the expense of the School District

LEAVES OF ABSENCE

A. Extended Leave of Absence

A leave of absence without compensation may be granted Coordinators for a period not to exceed one year. Requests for leave must ordinarily be submitted in writing to the Board of Education no later than March 1 during the school year preceding the year in which the leave of absence is desired. Requests received after March 1 may be granted provided, in the judgment of the Board, a suitable replacement can be found. Except in cases of emergency, the request for leave of absence must be submitted at least forty-five (45) days prior to the date upon which the requested leave is requested to begin and must contain the purpose and length of the proposed absence. Request shall be acted upon within a reasonable time, not exceeding forty-five (45) days. A copy of this leave provision shall be given to the Coordinator when a leave is granted.

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

A Coordinator desiring to return from such leave shall give written notice of a desire to return to employment no later than February 1 of the year in which he/she is on leave. If the leave extends for a period of less than one year, the employee shall give ninety (90) days written notice of a desire to return from such leave at the end of the term thereof. Upon return to work, the district shall place the coordinator in his/her same position or an equivalent position for which they are qualified. (Equivalent position as it relates to step, lane, and salary with equivalent pay, corresponding benefits and other terms and conditions of employment.)

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

B. Short Leave without Pay

The Superintendent may grant leaves of absence without pay to Coordinators for personal reasons. Requests for leave without pay must be approved by the Superintendent and the Board of Education and must include the reason for the request. All applicable leave must be used before leave without pay is granted when/if applicable; ie. all sick leave

must be used before leave without pay is granted when sick.

C. Professional Leave

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

1. The leave is in the best interest of the Douglas School District and relates to the Coordinator's professional interests or leadership position in local, state or national educational organizations.
2. The request for leave must be directly associated with educational activities.
3. Approval for professional leave will be contingent on the availability of sufficient funds.
4. Priority will be given to professional leave applications of Coordinators who:
 - a. Submit them first.
 - b. Hold local, state, and/or national offices in educational professional organizations.
 - c. Have not been granted professional leave in excess of five (5) days during the preceding three years.

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

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

D. Sick Leave

Sick leave is provided to all Coordinators of the Douglas School District. All Coordinators who work 12 months shall receive 15 days of sick leave on the first day of service each year unless they are employed after the beginning of the school term, in which case the sick leave shall be prorated accordingly. Coordinators working 11 months will receive 12 days of sick leave. These days shall represent all the Coordinator's sick leave for that year, subject to the accumulation provisions hereof. Sick leave may be taken for personal illness, injury or other physical disability (including pregnancy-related disability) and for

illness in the immediate family. Immediate family is defined as employee's spouse, mother, stepmother, father, stepfather, legal guardian, children, stepchildren, son-in-law, daughter-in-law, grandchildren, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, aunts, great-aunts, uncles, great-uncles, nieces, nephews, grandparents, the parents/legal guardians of the employee's spouse, an individual who is a permanent resident in the employee's home, and any person for whom the employee has specific legal responsibility.

Coordinators are required to immediately notify the personnel office when sick leave is needed.

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

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

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

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

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

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

E. Bereavement Leave

Three (3) days of bereavement leave may be taken for death in the immediate family (as defined above in "D. Sick Leave"), and will not be deducted from the coordinator's sick leave allocation. A coordinator who has exhausted all of their sick leave may request consideration from the Superintendent or designee for two (2) additional days of bereavement leave, for a

maximum of five (5) days. This request may be made for up to two (2) occurrences in a school year. Bereavement leave will be granted per occurrence, and will not be accumulated. Sick leave may be taken for extended bereavement leave.

F. Family and Medical Leave

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

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

G. Worker's Compensation

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

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

H. Additional Use of Sick Leave (Court Appearance)

Each Coordinator, upon the approval of the Superintendent or designee, may be granted the privilege of using a maximum of five days sick leave to cover absences due to a required appearance in a court of law, involving no moral turpitude on the part of the Coordinator, in a case in which the Coordinator is a party.

I. Personal Leave

Three (3) days sick leave may be taken for personal reasons each year, if approved a minimum of two days in advance. One (1) additional day of personal leave shall be granted each year to a coordinator in their 4th, 5th, 6th and 7th year of employment. No more than seven (7) personal leave days may be used in any one year. Personal leave cannot be accumulated.

- a. One day of personal leave may be used to extend a scheduled school holiday one time per school year, with approval of the building principal.
- b. A second day of personal leave may be used to extend a holiday one time in a school calendar year upon approval of the Superintendent or designee.
- c. Leave may not be used on the first or last calendar day with students, to extend the Winter Holiday, or during Parent/Teacher Conference Hours.
- d. Use of personal leave is strongly discouraged during In-Service Days.
- e. Leave may not be requested more than 180 days in advance.

One (1) additional day of personal leave shall be granted to a Coordinator to take oral or written comprehensive examinations to complete a degree.

J. Court Witness and Jury Duty Leave - Reference [School Board GCBDC](#)

K. Military Leave - Reference [School Board Policy GCBDD](#)

L. Parental Leave

1. Upon written application to the Board, a parental leave of absence ~~without pay~~ shall be granted to a Coordinator for the **birth or adoption of a child.** ~~purpose of childbearing and/or child rearing. A Coordinator who is pregnant shall notify her supervisor in writing, accompanied by her physician's written statement with the approximate date of expected birth.~~ **Notice must be given to HR** at least forty-five (45) days prior to the date leave is to begin. **Current FMLA guidelines will be followed (See Section Leaves of Absence, Section F).** ~~She shall indicate in the written notification (1) whether she wishes to apply for a parental leave of absence prior to the birth of the child or continue working until she is no longer able to do so, (2) the requested commencement day (may be approximated) of a leave request, and (3) the desired length of any requested leave.~~
2. **If a coordinator wishes to extend parental leave beyond FMLA guidelines,**

they may apply for an Extended Leave of Absence (see Section Leave of Absence, A).

A parental leave of absence shall be for a maximum period of one year. However, on a written application made at least 45 days prior to the expiration of such leave, it shall be extended to the end of the current year.

3. A Coordinator shall be entitled to take a parental leave beginning at any time after the commencement of pregnancy, provided such Coordinator makes written application for such leave to the Superintendent or designee, specifying the date such leave is requested to begin. Except in cases of emergency, the written application must be made at least thirty (30) calendar days prior to the date on which her leave is requested to begin. Unless the written notification of pregnancy provided for in part 1 hereof has been given, such application shall contain the information required in part 1 hereof.

4. A pregnant Coordinator may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions and duties. Physicians' statements may be required from time to time if the ability of the Coordinator to properly perform her required functions and duties becomes questionable.

5. Within forty five (45) days after childbirth, a Coordinator shall be entitled to use her sick leave not to exceed thirty (30) days:

a. The dates of such physical disability, exceeding thirty (30) days, for which payment under the sick leave policy is claimed, shall be verified in writing by a doctor. Certification of physical disability shall not in any way be associated with the care of the child, but only with the Coordinator's inability to perform her contractual duties.

b. Within the forty-five (45) day period, Coordinators qualifying for sick leave may also apply to use the Sick Leave Bank under the conditions described in this Handbook.

6. **A coordinator may use up to a maximum of 12 calendar weeks of sick leave (concurrent with FMLA). Available leave must be used for the time out on parental leave.** A Coordinator shall be entitled upon written request to use up to thirty (30) days sick leave for the purpose of child rearing to begin at any time

between the birth of their child and one year thereafter. Additional days taken will be parental leave without pay. Except in case of emergency, a Coordinator desiring such leave shall make written application for such leave to the Superintendent or designee at least forty-five (45) days prior to the date on which such leave is to begin.

7. **Parental leave is available for both parents.** A Coordinator adopting a child shall be entitled to use up to thirty (30) sick leave for the purpose of child rearing (including time necessary to obtain custody of the child) to commence at any time during one year after receiving custody of said child. Additional days taken will be parental leave without pay. Except in an emergency or where the length of notification of receipt of custody does not permit, a Coordinator desiring such leave shall make written application for such leave to the Superintendent or designee at least forty-five (45) days prior to the date on which such leave is to begin.
8. The total number of sick days used for any coordinator shall not exceed thirty (30) total days per occurrence.
9. **Reemployment rights will follow FMLA guidelines.** A Coordinator who is granted a parental leave of absence shall have the following reemployment rights:
 - a. If a parental leave does not extend beyond ninety (90) days, such Coordinator shall be reassigned to his or her original position, or to a position of like status and pay, upon giving forty-five (45) days advance written notice to the Superintendent or designee.
 - b. If a parental leave extends beyond ninety (90) days, upon giving ninety (90) days advance written notice to the Superintendent or designee of his or her desire to return to active employment, such Coordinator shall be assigned to the first available vacant position for which he or she is qualified, provided that if more than one Coordinator has given such notice, the Coordinator giving notice at the earliest date shall be assigned to such vacant position. If no such position becomes vacant during that current year, such Coordinator shall be reassigned to his or her original position or to a position of

like status and pay at the commencement of the next school year.

- ~~10. Prior to return to employment from a parental leave, the Board may require that Coordinator's personal physician certify that the Coordinator is both physically and mentally ready to resume her regular duties. The Board may request an additional physical examination at its expense by a physician of its own choosing.~~
11. If a parental leave is not for a period longer than one semester, reassignment shall be without loss of ordinary salary increments, but if such leave is for a longer period of time, such reassignment shall be without accumulation of such ordinary increments. While on leave, a Coordinator shall have the option to remain an active participant in: (a) the state retirement system by paying the entire amount which would have been otherwise paid by such Coordinator and the School District, and (b) the health and dental insurance program by continuing cost sharing for the first twelve weeks and thereafter by paying the entire amount. The administration of parental leaves shall comply with **FMLA guidelines.** ~~the provisions of the Family and Medical Leave Act.~~
12. ~~A Coordinator on parental leave of absence shall not be denied the opportunity to substitute in the School District by reason of the fact that she or he is on such leave of absence.~~

SICK LEAVE BANK

SICK LEAVE BANK

Eligible employees who are in their second consecutive contracted year of employment by the District will be given the opportunity to enroll in a voluntary sick leave bank under the following conditions and provisions:

1. Employees shall become eligible to join the sick leave bank on their one year anniversary date with a minimum of one day sick leave accumulated on that date. The 30-day period following completion of the one year of employment shall be the **only** sick leave bank enrollment opportunity **until the next open enrollment date. Thereafter the open enrollment will occur in September every 5th year (i.e. September 2025, September 2030, September 2035, etc).** ~~For the 2018-19 school year, there will be a special open enrollment for existing employees who~~

are eligible to participate in the sick leave bank.

2. Each participating employee shall contribute one day (hours equal to the number of hours worked) of sick leave per year to the bank for three (3) years. **Eligible employees declining to become participants in the bank within 30 days of their 1st anniversary date shall be ineligible for participation later. Once enrolled in the sick leave bank, the employee will remain an active member with automatic deductions made from their sick leave account each year unless they request in writing to the Personnel Office to be dropped from the bank.**
3. When the sick leave bank balance reaches 4,000 hours, participating employees will discontinue contributing to the bank. If the balance of the bank drops below 2,400 hours, all members will contribute again until 4,000 hours are reached. New participants in the sick leave bank must contribute for three (3) years regardless of the total number of hours/days in the bank. **Current participating employees who have already contributed for more than three (3) years will be grandfathered in and eligible to receive up to seven (7) additional days added to the maximum thirty (30) days available to use based upon the number of years, he/she has contributed in excess of the three (3) years.**
4. This pool is for the protection of individual participating employees during a long-term extended illness or disability of the employee only (illness or disability of a family member does not qualify) causing an absence from regularly assigned duties. **Participants may request the use of the sick leave bank once per (a) school year or (b) illness/disability. Once a participating employee has exhausted their accumulated sick leave and met the sick leave bank eligibility criteria, they may immediately begin drawing up to 25 days of sick leave from the bank.** ~~which extends more than five (5) duty days beyond the number of sick leave days which an individual participating employee has accumulated (there shall be one five (5) day waiting period per illness or disability. The five days need not be consecutive. Use of this pool will begin on the sixth duty day after an individual's accumulated sick leave days have been exhausted, at which time the participating employees may draw up to 30 days of sick leave from the bank.~~ Use of pool days by participants shall not be limited to the fiscal year in which the

illness or disability causing the long-term absence from regularly assigned duties began. Individuals with annual leave will not be required to exhaust their annual leave account before using the sick leave bank. ~~However, annual leave may not be substituted for the five (5) day waiting period.~~ **If additional sick leave days are earned at the start of a new school year, those must be exhausted prior to using the remaining sick leave bank days.**

5. **The dates of personal physical disability for which payment under the sick leave bank is claimed shall be verified by a doctor.**
6. Administration of the bank will be handled by the District Personnel Office. All requests for use of the bank must be submitted in writing to the Personnel Office and must be approved by the Superintendent or designee. The request must be supported by the written statement from the employee's personal physician that states the specific long-term extended illness or disability causing the absence and the duration of the absence. The absence for which the pool days are requested must be of such nature that absence is unavoidable during the school year and absence from duties is necessitated. Should loss of pay inadvertently occur through late notification, such loss shall be restored in the next pay period following approval of the request for use of pool days.
7. Persons withdrawing days from the bank are not required to replace these days except as a regular contributing member of the bank. A person resigning, retiring, withdrawing from membership in the bank or declining to make contributions as required, shall not be able to withdraw previously contributed days.
8. Days in the bank shall be withdrawn on a first come, first served basis, and, if the total days in the bank are exhausted in any year, use of the bank is ended for that year. Unused days in the bank shall be carried over to the next succeeding school year.
9. Remuneration from the bank shall be based on the per diem rate for the individual participant for the applicable fiscal year.
10. The Business Manager shall conduct an annual audit of the Sick Leave Bank.
11. **Donations outside the sick leave bank (building or department) are not allowed.**

INSURANCE PROGRAM

A. Health and Life Insurance

The Board of Education shall provide a group health and life insurance plan for all eligible Coordinators electing to be covered by such insurance. For those Coordinators electing to be covered, such plan shall include a \$10,000 term life insurance coverage, \$6,000 for Coordinator's spouse, and \$2,000 for each dependent child.

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

B. Dental Insurance

The Board of Education agrees to provide group dental insurance for each full-time and half-time Coordinator (single coverage). An individual Coordinator shall have the option of adding dependent coverage at his/her own expense, by completing in writing an authorization for payroll deduction. The coverage and terms of the group dental plan shall be determined by the Board of Education and shall be set forth in the Master Policy on file in the District Business Office.

EVALUATION OF COORDINATORS

Coordinators will be evaluated by the hiring supervisor using input from other appropriate supervisory staff.

Evaluations must be discussed with the employee. The district evaluation process ([Board Policy GDN](#)) will be used for all Coordinators as follows:

1. New employees will be evaluated during or at the end of the first three (3) months.
2. Employees will be evaluated every other year or more as needed.

STAFF COMPLAINTS AND GRIEVANCE PROCEDURES

[Board Policy GBM](#) and [Administrative Regulations GBM-R](#) provide a procedure to secure solutions at the lowest possible administrative level to problems, which may arise. The process goes from the informal with the immediate supervisor through the formal procedure with the Board.

A. DEFINITIONS:

A "grievance" shall mean a complaint by an employee, or employees of the district, that there has been a violation, misinterpretation or inequitable application of any of the terms of this handbook, except that the term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or (2) The Board is without authority to act.

An "aggrieved person" or "grievant" is an employee or employees asserting a grievance in writing.

A "party in interest" is a person who might be required to take action or against whom action might be taken in order to resolve a grievance.

B. PURPOSE:

Purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may arise from time to time. Proceedings under the procedure will be kept as informal and confidential as may be appropriate at any level of the procedure. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the immediate supervisor and to have the grievance adjusted, provided the adjustment is consistent with the terms of this handbook.

C. PROCEDURE:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and reasonable efforts should be made to expedite the process. If the appropriate action is not taken by the employee within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limit specified may be extended by mutual agreement, provided

the time extension is requested within the time limits provided in the regulation.

If a coordinator does not file a grievance in writing with the supervisor within thirty (30) days after the coordinator knew, or should have known, of the act or condition on which the grievance is based, the grievance shall be considered as having been waived.

If a filed grievance cannot be finally resolved under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year could result in irreparable harm to an aggrieved person or a party in interest, the time limits set forth herein will be reduced so the grievance procedure may be concluded prior to the end of the school year or as soon thereafter as is practicable.

Informal Procedures:

A grievance will be discussed with the grievant's immediate supervisor with the objective of resolving the matter informally, at which time the grievant may discuss the grievance personally or request that a representative be present and/or act on his/her behalf.

Level 1:

A grievant not satisfied with the disposition of his/her problem through informal procedures shall submit the grievance in writing on an Employee Grievance form ([GBM-E-S-423](#)). Signed copies of the written Employee Grievance form shall be delivered by the coordinator to each of the following: supervisor, Superintendent or designee and the president of the Board of Education.

The administrator within ten (10) days of the filing of the grievance shall render his/her decision in writing to the aggrieved person.

Level 2:

A grievant not satisfied with the disposition of the grievance at Level 1, or if no decision is rendered within ten (10) days after the presentation of the grievance, may file the grievance in writing with the Superintendent or designee within ten (10) days after the grievance decision has been rendered at Level 1 or within twenty (20) days after the grievance was presented at Level 1, whichever is sooner. The Superintendent or designee or designees, will represent the administration at Level 2 of the grievance procedure. The Superintendent, or designee or designees, shall meet with the grievant and parties in interest in an effort to resolve the grievance.

Within ten (10) days after said meeting the Superintendent, or designee or designees, shall render a decision in writing to the grievant.

Level 3:

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

Level 4:

The grievant, if not satisfied with the disposition of the grievance at Level 3, or if no decision has been rendered within ten (10) days after the Board of Education has heard the grievance, may within ten (10) days thereafter initiate an appeal to the Department of Labor. Said Secretary shall conduct an investigation and hearing and shall issue an order covering the points raised, which order shall be binding on the employees and the Board of Education. The investigation and hearing conducted by said Secretary shall be conducted in accordance with the rules and regulations of said Secretary. It is specifically and expressly understood and agreed that taking an appeal to said Secretary constitutes an election of remedies and a waiver of all rights by the appealing party or parties and/or representatives to litigate or otherwise contest the appealed subject matter in any court under [SDCL 13-46](#), except in the form of an appeal from the decision of the Department of Labor as provided in [1-26](#).

Rights of Employee to Representation

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

Miscellaneous Provisions

- A. If a grievance affects a group of employees from more than one function, such grievance may be submitted in writing directly to the Superintendent's Office, and the processing of such grievance may be commenced at Level 2.
- B. To facilitate the operation of the grievance procedure, necessary forms for filing, serving notices, making appeals and other necessary documents will be jointly prepared and distributed by the Superintendent and the grievant's representative.
- C. All documents and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- D. The Board and the grievant shall make available to one another all pertinent information, not privilege under law, in their possession or control which is relevant to the issues raised by the grievance.
- E. When it is necessary for a representative or representatives, the grievant or a party in interest to attend a grievance hearing called during the school day, the Superintendent's Office shall notify the supervisor of such representatives and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
- F. No grievance shall be recognized unless it has been presented at the appropriate level within thirty (30) days after the grievant knew, or should have known, of the act or condition on which the grievance is based, and, if not so presented, the grievance will be considered waived, provided that a grievance filed under the first paragraph of Miscellaneous Provisions hereof shall not be recognized at Level 2 unless it shall have been filed with the Superintendent's Office within at least forty-five (45) days after the act or condition upon which it is based occurred.
- G. Employees voluntarily terminating employment will have their grievances immediately withdrawn and will not benefit by any later settlement of any grievance.
- H. Except where otherwise provided in this policy, the term "days" shall refer to calendar days.

COORDINATOR'S AUTHORIZATION TO HIRE

- A. All individual authorizations to hire with Coordinators employed by the Board, and covered by this Handbook, shall be in writing and signed by the Coordinator.
- B. Unless otherwise specified in the written authorization to hire, the salary shall be paid in twenty-four semi-monthly payments.

LENGTH OF COORDINATOR CONTRACTS

The length of the employment term for Coordinators is based upon the following work year minimums with the specific starting date determined by the immediate supervisor in consultation with the supervisee:

226 days	School Nutrition Coordinator
236 days	Building & Grounds Coordinator
236 days	Technology Coordinator
226 days	Transportation Coordinator
236 days	Communications Coordinator

CONTRACT IMPLEMENTATION

- A. Contract Term:
 - 1. Coordinator contract year will begin July 1 and end June 30.
 - 2. All Coordinators are responsible for working all days needed to fulfill contract obligations.
 - 3. All Coordinator contract days must be completed by June 30.
 - 4. All Coordinators must receive approval from the Superintendent's Office when working additional contractual days.
 - 5. Coordinators under contract for 200 –220 will be paid for the following holidays: Labor Day, Native American Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday and Memorial Day.
 - 6. Coordinators under contract for more than 220 days will be paid for the following

holidays: Labor Day, Native American Day, Veteran's Day, Thanksgiving Day and the following Friday, Christmas Day and one additional day, New Year's Day and one additional day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day.

7. All Coordinators will be paid one additional floating holiday.

B. Work Year:

Days beyond the established minimum work year must be approved in advance by the Superintendent or designee and the Board of Education.

C. Switch Days:

1. To Work a Non-Contract Day

Each coordinator is allowed a maximum of 6 days or 48 hours of switch time per contract year. Coordinators will be provided a switch time log to record accrued and used switch time hours and will notify the supervisor for approval to use switch time hours. Switch logs will be reviewed, signed and submitted on a quarterly basis to human resources by supervisors.

ASSIGNMENT AND TRANSFER

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

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

7. The availability of a qualified replacement for the position vacated by the transferring coordinator.

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

A. Assignments:

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

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

Assignments may be at the initiative of the Superintendent or designee for any purpose, which, in the judgment of the Superintendent or designee, is for the welfare of the employee or the schools. An administrative assignment shall be made only after a conference between the coordinator involved and the Superintendent or designee at which time the coordinator will be notified of the reason therefore.

B. Transfers: Administrative to Administrative Position.

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

In the determination of requests for transfer, the convenience and wishes of the individual coordinator will be honored to the extent that they do not conflict with the instructional requirements and best interests of the School District. If more than one coordinator has applied for the same position, the coordinator determined to best serve the needs of the school district shall be appointed.

Any coordinator desiring a transfer shall submit a Transfer Request Form between January 1 and February 1 to Human Resources. Such a request shall include the grade or subject to which he/she desires to be transferred, in order of preference. Transfer Request Forms may be submitted to Human Resources after February 1 if there is a specific vacancy for which he/she wishes to be considered.

Coordinators having pending transfer requests may obtain information as to any such vacancies by consulting the postings on the district website.

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

DISMISSAL AND SUSPENSION

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

Any such action may be subject to grievance.

PERSONNEL FILES

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

SEVERANCE PAY

- A. Upon retirement or upon death (having reached the age provided herein and having the corresponding number of years of employment), such Coordinators will be paid for one-half of their accumulated sick leave.
- B. Any Coordinator as above designated having reached the minimum age of forty- five (45) years and having been employed in the Douglas Schools for the minimum of ten (10) years shall be paid one half of his or her accumulated sick leave upon terminating his or

her employment in the Douglas Schools. If resignation occurs during the school year, such resignation must be appropriately approved.

- C. The amount of sick leave pay under this policy will be determined by the average of the Coordinator's daily rate of pay over the five-year period immediately preceding retirement. One half of the sick leave balance to be paid out by June 21. The Special Pay Plan provided by the South Dakota Retirement System (SDRS) and approved by the Douglas School District Board of Education will be mandatory if the Coordinator is age 55 or older and payout is \$600.00 or more up to a maximum allowed by SDRS.
- D. If a full-time Coordinator retires and will be completing his/her contract as of June 30, the remaining contract payment will be included in the final June 21st payroll.

STUDENT DISCIPLINE AND COORDINATOR PROTECTION

Assault Upon Coordinators:

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

MISCELLANEOUS PROVISION

Savings Clause

If any provision of this Agreement or any application of the Agreement to any Coordinator or group of Coordinators shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Modifications

This handbook is in force during the current contract year only and may be amended or altered at the sole discretion of the Douglas Board of Education for the ensuing contract year.

**PROGRAM COORDINATOR'S SALARY SCHEDULE
2025-26**

Salary based on the following five FACTORS:

Daily Rate Formula: (Salary Base + Experience + Responsibility) divided by 220
Salary = Daily Rate multiplied by number of contract days

FACTOR I – SALARY BASE

Salary Base = **\$61,000.00**

FACTOR II – EXPERIENCE

Experience is credited on the basis of a full year of related experience.
Compensation for experience is based on the following schedule:

<u>Experience</u>	<u>\$ Value</u>
0	-0-
1 year	400
2 years	800
3 years	1200
4 years	1600
5 years	2000
6 years	2400

FACTOR III – EDUCATION

A high school diploma or equivalent is a requirement for a coordinator's position.
Compensation for education is determined according to the following schedule:

<u>Education</u>	<u>\$</u>
High School Diploma	0
Associates Degree	800
Bachelors Degree	1000
Masters Degree	1200
Technical Training	To Be Determined

FACTOR IV – RESPONSIBILITY

This factor is based on the number of full-time employees (FTE) supervised.

<u>Employees Supervised</u>	<u>\$ Value</u>
0 to 5	750
6 to 10	1500

1 to 20	2250
Over 20	3000

FACTOR V – LENGTH OF CONTRACT

1. All FACTORS are based on 220 days of employment.
2. Days of contract beyond 220 days are based on daily rate

FACTOR VI - LONGEVITY FACTOR

Employed 10 years at Douglas in current position	\$ 2,500.00
Employed 15 years at Douglas in current position	\$ 5,000.00
Employed 20 years at Douglas in current position	\$ 7,500.00
Employed 25 years at Douglas in current position	\$10,000.00
Employed 30 years at Douglas in current position	\$12,500.00



Administrators Handbook

2025-26

Discrimination Prohibited

Equal Opportunity Employment

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

Title IX Policy Notification Statement

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

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

Inquiries concerning the applications of Title VI Civil Rights Act of 1964 may be referred to Executive Director of Secondary Academics, Douglas School District 51-1, 400 Patriot Drive, Box Elder, SD 57719, (605)923-0000. Section 504 of the Rehabilitation Act of 1973, as amended, may be referred to Director of Special Education Services, Douglas School District 51-1, 421 Don Williams Drive, Box Elder SD 57719, (605) 923-0013.

For additional information contact Office for Civil Rights, U.S. Department of Education, Office for Civil Rights, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106. Phone: (816) 268-0550; TDD: (800) 877-8339; Fax: (816) 268-0559. E-mail OCR.KansasCity@ed.gov

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INTRODUCTION

The Administrators Handbook contains general working benefits for administrators in the Douglas School District as determined by the Board of Education. Any additional terms, conditions, or benefits will be specified in the administrator's individual contract. The Superintendent, Business Manager, Executive Director of Elementary Academics, Executive Director of Secondary Academics, and Executive Director of Operational Support Services receive all benefits provided by the Administrators Handbook except when board policy and/or language in the individual's contract directs otherwise, effective the 2000-01 contract year.

Definition of an Administrator:

An administrator is an individual who has direct or delegated responsibility for decision-making in the following areas: personnel, curriculum and policies. This includes all Principals, Assistant Principals, Dean of Students, Activities Directors, Director of Special Education Services, Executive Director of Elementary Academics, Executive Director of Secondary Academics, Executive Director of Operational Support Services, Business Manager, and Superintendent.

Education: M.A., M.A. + 30, M.A. + 60, or Ed.D. or Ph.D.

All credit hours beyond the Master's degree must be based on graduate level courses. Half of the hours must be in the area of responsibility and half may be in related fields.

Experience:

Experience, to the extent allowable, shall be granted for continuous years outside or within the District in similar positions.

Definition:

The term "days", except where otherwise noted in this handbook, shall refer to calendar days

ADMINISTRATOR DRESS CODE

Reference District [Board Policy Regulation GBCB-R](#)

MEDICAL EXAMINATION

1. If at any time there is reasonable cause to believe that an administrator is suffering from an illness detrimental to the health of the pupils, the Board of Education may require a certification of health. The expense of obtaining additional certifications of health will be borne by the School District.
2. An administrator of the Board of Education who is not able to return to duty on the day following ten (10) days of illness or injury may be required to present a certificate of ableness to the Superintendent or designee upon return to work. This certificate shall be made out by a physician authorized to practice medicine under the laws of the State of South Dakota.
3. An administrator who has been absent because of a nervous disorder must present a satisfactory report from a physician authorized to practice medicine under the laws of the State. In addition, the administrator may be required to submit to an examination to provide a medical report secured from the School District's designated physician at the expense of the School District.

LEAVES OF ABSENCE

A. Extended Leave of Absence

A leave of absence without compensation may be granted to certified administrators for a period not to exceed one year. Requests for leave must ordinarily be submitted in writing to the Board of Education no later than March 1 during the school year preceding the year in which the leave of absence is desired. Requests received after March 1 may be granted provided, in the judgment of the Board, a suitable replacement can be found. Except in cases of emergency, the request for leave of absence must be submitted at least forty-five (45) days prior to the date upon which the requested leave is requested to begin and must contain the purpose and length of the proposed absence. Request shall be acted upon within a reasonable time, not exceeding forty- five (45) days. A copy of this leave provision shall be given to the administrator when a leave is granted.

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

An administrator desiring to return from such leave shall give written notice of a desire to return to employment no later than February 1 of the year in which he/she is on leave. If the leave extends for a period of less than one year, the employee shall give ninety (90) days written notice of a desire to return from such leave at the end of the term thereof. Upon return to work, the district shall place the employee in his/her same position or an equivalent position for which they are qualified. (Equivalent position as it relates to step, lane, and salary with equivalent pay, corresponding benefits and other terms and conditions of employment.)

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

B. Short Leave without Pay

The Superintendent may grant leaves of absence without pay to administrators for personal reasons. Requests for leave without pay must be approved by the Superintendent and the Board of Education and must include the reason for the request. All applicable leave must be used before leave without pay is granted when/if applicable; ie. all sick leave must be used before leave without pay is granted when sick.

C. **Professional Leave**

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

- i. The leave is in the best interest of the Douglas School District and relates to the administrator's professional interests or leadership position in local, state or national educational organizations.
- ii. The request for leave must be directly associated with educational activities.
- iii. Approval for professional leave will be contingent on the availability of sufficient funds.
- iv. Priority will be given to professional leave applications of administrators who:
 1. Submit them first.
 2. Hold local, state, and/or national offices in educational professional organizations.
 3. Have not been granted professional leave in excess of five (5) days during the preceding three years.

Upon request of the Superintendent, the administrator shall file a report on the activities of the conference with any recommendations.

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

D. **Sick Leave**

Sick leave is provided to all full-time and half-time administrators of the Douglas School District. All administrators under contract shall receive 15 days of sick leave (200 and under receive 12) on the first day of service each year unless they are employed after the beginning of the school term, in which case the sick leave shall be prorated accordingly. These 15/12 days shall represent all the administrator's sick leave for that year, subject to the accumulation provisions hereof. Sick leave may be taken for personal illness, injury or other physical disability (including pregnancy-related disability) and for illness in the immediate family. Immediate family is defined as employee's spouse, mother, stepmother, father, stepfather, legal guardian, children, stepchildren, son-in-law, daughter-in-law, grandchildren, brother, stepbrother, brother-in-law, sister, stepsister, sister-in law, aunts, great-aunts, uncles, great-uncles, nieces, nephews, grandparents, the parents/legal guardians and grandparents of the

administrator's spouse, an individual who is a permanent resident in the employee's home, and any person for whom the employee has specific legal responsibility.

Administrators are required to immediately notify the personnel office when sick leave is needed.

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

If an administrator is released or leaves before the termination of the school year, the administrator shall be credited with only that portion of the 15 (or 12) days determined by the fractional portion of completed service. The final contractual payment shall be reduced by the appropriate number of contractual days pay for any days used over the allotted number.

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

Any administrator who returns to the School District within three years after an absence, and who has not previously qualified for severance pay, shall have all of his/her previously earned and unused sick leave reinstated.

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

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

E. **Bereavement Leave**

Three (3) days of bereavement leave may be taken for death in the immediate family (as defined above in "D. Sick Leave"), and will not be deducted from the employee's sick leave allocation.

An employee who has exhausted all of their sick leave may request consideration from the Superintendent or designee for two (2) additional days of bereavement leave, for a maximum of five (5) days. This request may be made for up to two (2) occurrences in a school year.

Bereavement leave will be granted per occurrence, and will not be accumulated. Sick leave may be taken for extended bereavement leave.

F. **Family and Medical Leave**

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

G. **Worker's Compensation**

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

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

H. **Additional Use of Sick Leave (Court Appearance)**

Each administrator, upon the approval of the Superintendent or designee, may be granted the privilege of using a maximum of five days sick leave to cover absences due to a required appearance in a court of law, involving no moral turpitude on the part of the administrator, in a case in which the administrator is a party.

I. **Personal Leave**

Three (3) days of sick leave may be taken for personal reasons each year if approved a minimum of two days in advance. One (1) additional day of personal leave shall be granted each year to an administrator in their 4th, 5th, 6th and 7th year of employment. No more than seven (7) personal leave days may be used in any one year with the exception of an administrator taking an oral or written comprehensive examination to complete a degree.

- a. One day of personal leave may be used to extend a scheduled school holiday one time per year, with approval of the building principal.

- b. A second day of personal leave may be used to extend a holiday one time in a school calendar year upon approval of the Superintendent or designee.
- c. Leave may not be used on the first or last calendar day with students, to extend the Winter Holiday, or during Parent/Teacher Conference Hours.
- d. Use of personal leave is strongly discouraged during Inservice Days.
- e. Leave may not be requested more than 180 days in advance.

The Superintendent or designee may grant personal leave in emergency situations and the decision to do so is a non-precedent setting nor grievable.

One (1) additional day of personal leave shall be granted to an administrator to take oral or written comprehensive examinations to complete a degree.

Personal leave cannot be accumulated.

J. **Court Witness and Jury Duty Leave.** Reference [Board Policy GCBDC](#)

K. **Parental Leave**

1. Upon written application to the Board, a parental leave of absence ~~without pay~~ shall be granted to an administrator for the **birth or adoption of a child.** ~~purpose of childbearing and/or child rearing.~~ An administrator who is pregnant shall notify her supervisor in writing, accompanied by her physician's written statement with the approximate date of expected birth; **Notice must be given to HR** at least forty-five (45) days prior to date leave is to begin. **Current FMLA guidelines will be followed (See ARTICLE XVI, Section G)** She shall indicate in the written notification (1) whether she wishes to apply for a parental leave of absence prior to the birth of the child or continue working until she is no longer able to do so, (2) the requested commencement day (may be approximated) of a leave request, and (3) the desired length of any requested leave.
2. **If an administrator wishes to extend parental leave beyond FMLA guidelines, they may apply for an Extended Leave of Absence (see ARTICLE XVI, Section A).** A parental leave of absence shall be for a maximum period of one year. However, on a written application made at least 45 days prior to the expiration of such leave, it shall be extended to the end of the current year.
3. An administrator shall be entitled to take a parental leave beginning at any time after the commencement of pregnancy, provided such administrator makes written

application for such leave to the Superintendent or designee, specifying the date such leave is requested to begin. Except in cases of emergency, the written application must be made at least thirty (30) days prior to the date on which her leave is requested to begin. Unless the written notification of pregnancy provided for in part 1 hereof has been given, such application shall contain the information required in part 1 hereof.

4. A pregnant administrator may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions and duties. Physicians' statements may be required from time to time if the ability of the administrator to properly perform her required functions and duties becomes questionable.

5. Within forty-five (45) days after childbirth, an administrator shall be entitled to use her sick leave not to exceed thirty (30) days. The dates of such physical disability, exceeding thirty (30) days, for which payment under the sick leave policy is claimed, shall be verified in writing by a doctor. Certification of physical disability shall not in any way be associated with the care of the child, but only with the administrator's inability to perform her contractual duties.

Within the forty-five (45) day period, administrators qualifying for sick leave may also apply to use the Sick Leave Bank under the conditions described in this Handbook.

6. **An administrator may use up to a maximum of 12 calendar weeks of sick leave (concurrent with FMLA). Available leave must be used for the time out on parental leave.** An administrator shall be entitled upon written request to use up to thirty (30) days sick leave for the purpose of child rearing to begin at any time between the birth of their child and one year thereafter. Additional days taken will be parent leave without pay. Except in case of emergency, an administrator desiring such leave shall make written application for such leave to the Superintendent or designee at least forty-five (45) days prior to the date on which such leave is to begin.

7. **Parental leave is available for both parents.** An administrator adopting a child shall be entitled to use up to thirty (30) sick leave for the purpose of child rearing (including time necessary to obtain custody of the child) to commence at any time during one year after receiving custody of said child. Additional days taken will be parental leave without pay. Except in an emergency or where the length of

- notification of receipt of custody does not permit, an administrator desiring such leave shall make written application for such leave to the Superintendent or designee at least forty-five (45) days prior to the date on which such leave is to begin.
8. The total number of sick days used for any administrator shall not exceed thirty (30) total days per occurrence.
 9. **Reemployment rights will follow FMLA guidelines.** An administrator who is granted a parental leave of absence shall have the following reemployment rights
 - a. If a parental leave does not extend beyond ninety (90) days, such administrator shall be reassigned to his or her original position, or to a position of like status and pay, upon giving forty-five (45) days advance written notice to the Superintendent or designee.
 - b. If a parental leave extends beyond ninety (90) days, upon giving ninety (90) days advance written notice to the Superintendent or designee of his/her desire to return to active employment, such administrator shall be assigned to the first available vacant position for which he/she is qualified, provided that if more than one administrator has given such notice, the administrator giving notice at the earliest date shall be assigned to such vacant position. If no such position becomes vacant during that current year, such administrator shall be reassigned to his/her original position or to a position of like status and pay at the commencement of the next school year.
 10. Prior to returning to employment from a parental leave, the Board may require that administrator's personal physician certify that the administrator is both physically and mentally ready to resume her regular duties. The Board may request an additional physical examination at its expense by a physician of its own choosing.
 11. If a parental leave is not for a period longer than one semester, reassignment shall be without loss of ordinary salary increments, but if such leave is for a longer period of time, such reassignment shall be without accumulation of such ordinary increments. While on leave an administrator shall have the option to remain an active participant in: (a) the state retirement system by paying the entire amount which would have been otherwise paid by such administrator and the School District, and (b) the health and dental insurance program by continuing cost sharing for the first twelve weeks and thereafter by paying the entire amount. The administration of parental

leaves shall comply with **FMLA guidelines** the provisions of the Family and Medical Leave Act.

12. ~~An administrator on parental leave of absence shall not be denied the opportunity to substitute in the School District by reason of the fact that she/he is on such leave of absence.~~

L. **Sabbatical Leave**

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

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

SICK LEAVE BANK

Eligible administrators and directors including those employed in a certified position working a minimum of half time and at least 6 months a year who are in their second consecutive contracted year of employment by the District under the following conditions and provisions:

- A. Each participating administrator shall contribute one day of his/her sick leave per year for the first three years of participation and one-half day per year for each successive year to the bank. The deadline for sick leave bank enrollment shall be on September 15 of the employee's year of eligibility. Eligible administrators declining to become participants in the bank in any given year shall be ineligible for participation **until the next open enrollment date.** ~~later.~~ Once enrolled in the sick leave bank, the employee will remain an active member with automatic deductions made from their sick leave account each year unless requested in writing to the Personnel Office to be dropped from the bank.
- B. When the total balance of days in the bank exceeds 600 days, members will not be deducted the one-half day per year after the first three years.
- C. This pool is for the protection of individual participating certified employees including administrators and directors whose personal long-term extended illness or disability causes an absence from regularly assigned duties. **Participants may request the use of the sick leave bank once per (a) school year or (b) illness/disability. Once a participating administrator or director has exhausted their accumulated sick leave and met the sick leave bank eligibility criteria, they may immediately begin drawing up to 25 days of sick leave from the bank.** ~~The absence must extend more than five (5) duty days beyond~~

~~the number of sick leave days, which an individual participating certified employee has accumulated. There shall be only one five (5) day waiting period per illness or disability. (The five (5) days need not be consecutive.) Use of this pool will begin on the sixth duty day after an individual's accumulated sick leave days have been exhausted, at which time the participating certified employees may draw up to 30 days of sick leave from the bank.~~

Use of pool days by participants shall not be limited to the school year in which the long-term extended illness or disability began. **If additional sick leave days are earned at the start of a new school year, those must be exhausted prior to using remaining sick leave bank days.**

- D. The dates of personal physical disability as defined in “Leaves of Absence” for which payment under the sick leave bank is claimed shall be verified by a doctor.
- E. Administration of the bank will be handled by the District Personnel Office. All requests for use of the bank must be submitted in writing to the Personnel Manager and must be approved by the Superintendent or designee. The request must be supported by a written statement from the employee's personal physician that states the specific long term extended illness or disability causing the absence and the duration of the absence. The absence for which pool days are requested must be of such nature that absence is unavoidable during the school year and absence from duties is necessitated. Should loss of pay inadvertently occur through late notification, such loss shall be restored in the next pay period following approval of the request for use of pool days.
- F. Administrators withdrawing days from the bank are not required to replace these days except as a regular contributing member in the bank. An administrator resigning, retiring, withdrawing from membership in the bank or declining to make contributions as required shall not be able to withdraw previously contributed days.
- G. Days in the bank shall be withdrawn on a first-come, first-served basis, and, if the total days in the bank are exhausted in any year, use of the bank is ended for that year. Unused days in the bank shall be carried over to the next succeeding school year.
- H. Remuneration from the bank shall be based on the per diem rate for the individual participant for the applicable school year.
- I. Open enrollment will occur in September every 5th year (i.e. September 2025; September 2030; September 2035, etc).**
- J. The Personnel Office shall report the status of the bank, including the balance of days in the bank. The Business Manager shall conduct an annual audit of the sick leave bank.

K. Donations outside of the sick leave bank (building or department) are not allowed.

INSURANCE PROGRAM

A. Health and Life Insurance

The Board of Education shall provide a group hospitalization and surgical insurance plan for all eligible administrators electing to be covered by such insurance. For those administrators electing to be covered, such a plan shall include a \$10,000 term life insurance coverage, \$6,000 for administrator's spouse, and \$2,000 for each dependent child.

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

B. Dental Insurance

The Board of Education agrees to provide group dental insurance for each full-time and half-time administrator (single coverage). An individual administrator shall have the option of adding dependent coverage at his/her own expense, by completing in writing an authorization for payroll deduction. The coverage and terms of the group dental plan shall be determined by the Board of Education and shall be set forth in the Master Policy on file in the District Business Office.

EVALUATION OF ADMINISTRATORS & DIRECTORS

The purpose of administrative evaluations is to improve the quality of education for the students of Douglas School District by effecting improvement in administrative leadership. To the degree possible, the evaluation process should focus on strengths and professional growth

and should be a positive non-threatening experience.

The frequency of the evaluation shall be a minimum of one evaluation each year during the first two years of employment in the school district. After two years of employment, administrators will be evaluated at least once every other year.

The Superintendent or designee will evaluate principals and other administrators. The areas subject to evaluation are management techniques; staff relations; administrative/board relationships; community/public relations; personal qualities; professional skills, growth and conduct, and leadership. The administrator's job description should also be considered when conducting the evaluation.

Evaluations are to be used by the school board to improve the quality of education and may be used in the determination of advancement, promotion, transfers, assignments and future employment.

A copy of the written evaluation will be given to the administrator. Each formal written evaluation will be accompanied by a conference between the evaluator and the administrator.

An administrator/director may request another person to accompany them at any step within the evaluation process.

When “does not meet expectations” is noted on the formal evaluation, the evaluator shall work with the administrator/director to develop a mutually agreed upon Plan for Improvement. The superintendent or designee shall assist in the development of the Plan for Improvement. A Plan for Improvement may extend into the following year. It is very important for the administrator/ director to successfully complete the Plan for Improvement, as failure to do so may result in dismissal.

Evaluations are to be completed before the third Monday in March. The recommendation portion of the staff evaluation form need only be completed for the second semester evaluation and shall be checked in one of three categories:

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

When the evaluation “Recommended with Qualifications” is contemplated, the administrator/director involved shall be apprised of the evaluation in a conference to be held before the third Monday in March. The administrator/director shall be advised in writing relative to areas in which improvement is necessary. Before an administrator/director is given the

evaluation “Not Recommended”, the evaluator conducting the evaluation shall have a minimum of two conferences with the administrator/director relative to the areas of weakness. The first of these conferences shall be held by or before the end of the first semester. The basis and reason for the evaluation shall be discussed and a Plan for Improvement developed. If an administrator/director receives the evaluation “Recommended with Qualifications” or “Not Recommended”, he/she may file a request with the Superintendent for a conference regarding the evaluation. Within five (5) working days after receiving such a request, the Superintendent or his designee shall meet with the administrator/director to discuss the evaluation.

GRIEVANCE PROCEDURES

(Board Policy Regulation GBM-R)

A. Definition

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

B. Principles

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems.
2. The proceedings under this procedure will be kept informal, and confidentiality shall be maintained.
3. Nothing contained herein will be construed as limiting the right of any administrator having a grievance to discuss the matter informally, at a mutually agreeable time, with the administrator's immediate supervisor and to have the grievance adjusted, provided

the adjustment is consistent with the terms of this Handbook.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and reasonable efforts should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.
2. If a grievance is filed which cannot be finally resolved under the time limits set forth herein prior to the end of the school year, and which, if left unresolved until the beginning of the following school year, could result in irreparable harm to an aggrieved person or a party in interest, the time limits set forth herein will be reduced so that the grievance procedures may be concluded prior to the end of the school year, or as soon thereafter as is practicable.
3. No grievance shall be recognized unless it is presented at the appropriate level within thirty (30) days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered as waived, provided that a grievance filed under the first paragraph of Miscellaneous Provisions hereof shall not be recognized at Level 2 unless it has been filed with the Superintendent or designee's office within at least forty-five (45) days after the act or condition upon which it is based occurred.

D. Informal Procedures

1. If an administrator has a complaint, he/she shall first discuss the matter with his/her immediately involved supervisor in an effort to resolve the problem informally.
2. In exceptional circumstances, the employee may discuss the matter with the Superintendent or designee. The Superintendent or designee shall determine whether the circumstances warrant this circumvention. The Superintendent or designee, the supervisor, and the employee will work together to resolve the problem informally.

E. Formal Procedures, Level 1 -- Superintendent

1. If the administrator is not satisfied with the disposition of the complaint through informal procedures, the administrator may submit the problem as a formal written grievance ([Board Policy Exhibit GBM-E, S-423](#)) to the Superintendent or designee, who will represent the District.
2. The aggrieved person shall discuss the grievance personally, and may request that

another administrator or representative accompany him/her.

3. The Superintendent or designee shall meet with the aggrieved person and parties in interest in an effort to resolve the grievance. Such meeting shall take place within ten (10) days after the receipt of the written grievance by the Superintendent or designee. The Superintendent or designee shall render his decision in writing to the aggrieved person within ten (10) days.

F. Formal Procedures, Level 2 -- Board of Education

If the aggrieved person is not satisfied with the disposition of the grievance at Level 1, the grievant may file the grievance in writing with the Board of Education within ten (10) days after the Superintendent or designee's decision. The Board will hold a hearing on the grievance at the next regular Board meeting. Within ten (10) days after the hearing, the Board shall render its decision in writing to the aggrieved party.

G. Arbitration

1. If the aggrieved person is not satisfied with the Board of Education's decision, he/she may within ten (10) days thereafter initiate an appeal to the Department of Labor.
2. The investigation and hearing conducted by the Department of Labor shall be conducted in accordance with the rules and regulations of the Department of Labor.
3. The Department of Labor shall issue an order covering the points raised, which order shall be binding on the employees and the Board of Education in accordance with the provisions of [SDCL 3-18-15.2](#).
4. It is specifically and expressly understood and agreed that taking an appeal to the Department of Labor constitutes an election of remedies and a waiver of any and all rights by the appealing party or parties and his/her or their representatives to litigate or otherwise contest the appealed subject matter in any court under [SDCL 13-46](#), except in the form of an appeal from the decision of the Department of Labor as provided by [SDCL 1-26](#).

H. Rights to Representation

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

I. Miscellaneous Provisions

1. If a grievance affects a group of administrators from more than one building, such grievance may be submitted in writing directly to the Superintendent's office. The processing of such grievances will follow the procedures in Level 1 and Level 2 if necessary.
2. To facilitate the operation of the grievance procedure, necessary forms for filing, serving notices, making appeals and other necessary documents will be jointly prepared and distributed by the Superintendent or designee and the grievants' representative.
3. All documents and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. The Board and the aggrieved person shall make available to one another all pertinent information, not privileged under law, in their possession or control which is relevant to the issues raised by the grievance.
5. When it is necessary for a representative or representatives, the grievant or party in interest to attend a grievance hearing called during the school day, the Superintendent's office shall notify the supervisor of such representatives and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
6. Upon completion of their contractual obligations, administrators who voluntarily terminate employment will have their grievances immediately withdrawn and not benefit by any later settlement of an individual or group grievance.

REQUEST FOR REVIEW

This procedure is in recognition of the need to develop an effective means for resolving differences that may arise among employees or between employees and administrators, and between the District employees. The process will be kept informal and confidential. Requests for review will follow procedures established in [Board Policy GBM](#) and [GBM-R](#).

1. The proper channeling of complaints will be
 - A. Immediate supervisor
 - B. Superintendent
 - C. Board of Education
2. All efforts will be taken to solve the complaint at the lowest possible level.

3. If a complaint is presented concerning an administrator, he/she will be immediately informed and given a chance to respond.
4. An administrator may be represented by legal counsel at any level of a request for review procedure.

PUBLIC COMPLAINT ABOUT AN ADMINISTRATOR

Public complaints against an administrator are only recognized after they have been put in written form (forms are available in the building offices). Public complaints against an administrator will follow procedures established in [Board Policy KLA](#). Anonymous letters and phone calls will not be given consideration and may not be used against an administrator within an evaluation. “Hearsay” will be treated as anonymous and will not be given consideration and may not be used against an administrator within an evaluation. However, it is expected that when such is made known to an evaluator, they will in a timely manner discuss the concern with the administrator or director.

INDIVIDUAL ADMINISTRATOR'S CONTRACTS

- A. All individual contracts with administrators employed by the Board, and covered by this Handbook, shall be in writing and signed by the administrator, by the President of the Board of Education and by the Business Manager.
- B. Unless otherwise specified in the written contract, the salary shall be paid in twenty-four semi-monthly payments.
- C. Individual administrator's contracts shall provide for a set term or duration. During the term of the contract, the administrator may not be dismissed except as provided in this Handbook, for "Dismissal and Suspension" or as stipulated in the individual contract.

LENGTH OF ADMINISTRATIVE CONTRACTS

The length of the employment term for administrators is based upon the following work year minimums with the specific starting date determined by the immediate supervisor in consultation with the supervisee:

204 days	Dean of Students
210 days	Elementary Principals Assistant Principals High School Activities Director
220 days	High School Principal Middle School Principal
236 days	Superintendent
236 days	Executive Directors of Academics / Operational Support
236 days	Business Manager
231 days	Director of Special Education Services

CONTRACT IMPLEMENTATION

A. Contract Term:

1. Administrative contract year will begin July 1 and end June 30.
2. All administrators are responsible for working all days needed to fulfill contract obligations.
3. All administrative contract days must be completed by June 30.
4. All administrators must receive approval from the Superintendent's Office when working additional contractual days.
5. Administrators under contract for 200 days or more will be paid for the following holidays: Native American Day, Veteran's Day, Thanksgiving Day & Day After, and Memorial Day.
6. Administrators will be paid for one (1) additional paid floating holiday to be used at their discretion.

B. Work Year:

Days beyond the established minimum work year must be approved in advance by the Superintendent or designee and the Board of Education.

C. Switch Days:

1. To Work a Non-Contract Day

Each administrator is allowed a maximum of 6 days or 48 hours of switch time per contract year.

Administrators will be provided a switch time log to record accrued and used switch time hours and will notify supervisor for approval to use switch time hours. Switch logs will be reviewed, signed and submitted on a quarterly basis to Human Resources by supervisors.

D. Dues:

The School District shall pay for individual enrollment in professional organizations as approved by the Superintendent or designee.

E. Master's Degree Requirements

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

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

1. To qualify for the Master's Plus Thirty / Forty-Five semester hours allowance, one half of all hours taken after July 1, 1989, must be a graduate. All hours must be taken subsequent to receiving the Master's Degree and must be approved by the Superintendent or designee of schools in terms either of the candidate's assignment and major responsibility or in terms of anticipated staffing needs of the School District.
2. Programs proposed by individuals currently employed by the Douglas School District must be reviewed and approved in advance by the superintendent or his designee to be sure they can be recognized.
3. Credit earned through participation in in-service programs financed by the School District do not count toward the Master's Plus Thirty or Master's Plus Forty-Five status on the salary schedule.

G. Higher Degree During Year

Employees under a professional growth plan, who qualify for a lane change during the contract year, will be compensated as follows:

- 1) If a lane change is earned during the school term, increased compensation will

begin the next contract year.

- 2) The deadline for submitting transcripts for lane changes is June 30. The documents must be in the Personnel Office by the deadline so payroll adjustments can be made.

ASSIGNMENT AND TRANSFER

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

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

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

A. Assignments:

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

Each administrator of the Board of Education shall be assigned to a specific position at the direction of the Superintendent or designee and may be assigned to any other position as the Superintendent or designee may direct.

Assignments may be at the initiative of the Superintendent or other administrative officers for any purpose, which, in the judgment of the Superintendent or designee, is for the welfare of the employee or the schools. An administrative assignment shall be made only after a conference between the administrator involved and the Superintendent at which time the administrator will be notified of the reason therefore.

B. Transfers: Administrative to Administrative Position.

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

In the determination of requests for transfer the convenience and wishes of the individual administrator will be honored to the extent that they do not conflict with the instructional requirements and best interests of the School District. If more than one administrator has requested transfer for the same position, the administrator best qualified for the position shall be appointed.

Any administrator desiring a transfer shall submit a Transfer Request Form between January 1 and February 1 to Human Resources. Such a request shall include the grade or subject to which he/she desires to be transferred, in order of preference. Transfer Request Forms may be submitted to Human Resources after February 1 if there is a specific vacancy for which he/she wishes to be considered.

Administrators having pending transfer requests may obtain information as to any such vacancies by consulting the postings on the district website.

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

DISMISSAL AND SUSPENSION

A. The Board of Education may dismiss any administrator at any time for just cause, including breach of contract, poor performance, incompetency, gross immorality,

unprofessional conduct, insubordination, neglect of duty, or the violation of any policy or regulation of the school district. If an administrator is terminated for cause, he/she is no longer entitled to accrued benefits.

- B. Whenever the Board contemplates the dismissal of an administrator such administrator shall first be temporarily disengaged from his/her responsibilities, notified in writing of the reasons for such contemplated dismissal and advised that he/she has fifteen (15) days in which to request a hearing before the Board of Education. If no hearing is requested within such fifteen (15) day period, the contemplated dismissal shall become final. Upon written request received within such fifteen (15) day period, an executive session hearing before the Board of Education shall be held within seven (7) days thereafter. At such hearing, the administrator shall have the right to hear the evidence against him/her, cross-examine any person who has made charges against him/her and present evidence and testimony on his own behalf and shall have the right to counsel of his/her own choosing. Within five (5) days after the hearing, the Board shall render its final decision and notify the administrator of its decision in writing. The administrator shall have the right of appeal as provided in South Dakota State Statutes.
- C. No administrator shall be suspended or reduced in rank or compensation without just cause. Any such action may be subject to grievance.

PERSONNEL FILES

- A. While employed by the Douglas School District, an administrator shall have the right, upon request, to review the non-confidential contents of his/her personnel file (except confidential placement papers) maintained in the central office and to receive copies at his/her own expense of any documents contained therein. An administrator shall be entitled to have a representative accompany him/her during such review. Once per school year an administrator shall have the right to indicate those documents or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Such documents shall be reviewed by the superintendent or his/her designee, and if the administrator and the superintendent or his/her designee agree that they are obsolete or otherwise inappropriate to retain, they shall be destroyed.
- B. No material which is derogatory to an administrator's conduct, service, character or personality shall be placed in his/her personnel file unless the administrator has received a

copy. The administrator shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed. (Signature of the copy does not imply agreement with the document's contents; it merely indicates that the document's contents have been viewed by the administrator and discussed.) An administrator also has the right to submit a written response to the document. Such responses will be reviewed by the Superintendent or designee and attached to the file copy.

- C. The personnel file in the Central Office shall contain employment data, credentials, letters/notes of commendation or reprimand, evaluations, and other relevant information.

VOLUNTARY SEPARATION PLAN

The Douglas Board of Education has authorized a Voluntary Separation Plan for all full time administrators and directors. Full-time employees, upon written application and approval by the Superintendent of Schools, may participate in a voluntary separation plan.

When an administrator or director retires, the separation benefits (if qualified), the voluntary separation plan (if qualified), and the final July 7th payment will all be included with the June 21st payment.

SEPARATION PROGRAM

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

VOLUNTARY SEPARATION PLAN

- A. Full-time administrators/directors, upon written application and approval by the Superintendent, may participate in a voluntary separation program. In case of death, where the individual qualifies for voluntary separation, all benefits will be paid accordingly in one lump sum.
- B. The total amount of voluntary separation benefits paid in any one fiscal year shall not exceed 1% of the budget for certified instructional salaries in that year.
1. Only one administrator will be allowed to participate each school year unless special consideration is made by the Board.
 2. In the event applications exceed funds available under the 1% limitation, consideration for voluntary separation benefits will be based upon years of service in the District. If further consideration is needed, the Authorization to Hire date will be considered as a second factor, and if further consideration is still needed, the date the application is received by the board secretary and his/her designee will be considered.
 3. Should there be undistributed funds available, but not in excess of the 1% of the budget for certified instructional salaries in that year, the sum may be offered as a Voluntary Separation benefit to the next qualified applicant, as per B1 and B2 below.
 4. Should extra funds be made available after the application submission date, consideration will be given to applicants through a first come/first serve scenario with preference to those who meet the seniority years of service requirement.
- C. Program Eligibility and Provisions
1. Eligible employees must be at least forty-five (45) years of age with at least ten (10) years of service in the district.
 2. Applications must be submitted in writing by January 1 of the elected year of separation. Approval of an administrator's application for the voluntary separation program will be considered a voluntary resignation.
 3. Program benefits will be paid as follows:
After applying a, one of the following options (b, c, or d) is to be selected by the employee.
 - a. If deemed eligible for the South Dakota Retirement System (SDRS) Special Pay Plan, the maximum amount eligible will be deposited into the SDRS Special Pay Plan. To be eligible, each of the following provisions must apply:

- i. An employee is age 55 or has reached the first day of the calendar month prior to the employee's 55th birthday; and
 - ii. An employee is receiving special pay of \$600 or more.
 - b. Any funds not eligible for the SDRS Special Pay Plan may be deposited into the SDRS Supplemental Retirement Plan and/or an eligible 403b with the final payment of the elected year of separation. Any remaining funds (greater than the amount deposited into a and b above) will be paid at the time of separation, OR
 - c. Any funds not eligible for the SDRS Special Pay Plan may be paid in a single payment (January 21) during the three (3) school years following the elected year of separation; OR
 - d. Any funds not eligible for the SDRS Special Pay Plan may be paid in a single payment (January 21) during the five (5) school years following the elected year of separation.
4. Employees on leave of absence, excluding those leaves that are related to personal illness, are not eligible to participate in this program.
 5. Only employees designated as an Administrator or Director on their employment contract are eligible for this plan.
 6. Employee must notify the Business Office of choice b, c, or d by April 1.
 7. Employees hired for the 2017-18 school year and thereafter are not eligible for this program.

D. Payment Formula

The voluntary separation payment is calculated by taking 5% of the current salary multiplied by the number of full years (up to a maximum of twenty years) service in the district. Current salary does not include extra-duty pay, contract extensions, or other payment above the specified annual salary of the administrator. Those administrators in their 10th year or more at Douglas will receive 45% of the maximum calculation; those in their 15th year or more at Douglas will receive 60% of the maximum calculation; those in their 20th year or more at Douglas will receive 75% of the maximum calculation; and those in their 25th year or more at Douglas will receive 90% of the maximum calculation.

STUDENT DISCIPLINE AND ADMINISTRATOR PROTECTION

Assault Upon Administrators:

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

MISCELLANEOUS PROVISION

Savings Clause

If any provision of this Agreement or any application of the Agreement to any administrator or group of administrators shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Modifications

This handbook is in force during the current contract year only and may be amended or altered at the sole discretion of the Douglas Board of Education for the ensuing contract year.

ADMINISTRATORS SALARY SCHEDULE

2025-26

Salary based on the following FACTORS:

Formula: Salary Base + Experience + Education + Position Percent + Length of Contract + Longevity Factor = Salary

FACTOR I – SALARY BASE

Salary Base = **\$93,550.00**

FACTOR II – EXPERIENCE

Experience is credited on the basis of a full year of administrative experience. Compensation for experience is determined according to the following schedule:

<u>Experience</u>	<u>\$ Value</u>
0	-0-
1 year	800
2 years	1600
3 years	2400
4 years	3200
5 years	4000
6 years	4800
7 years	5600
8 years	6400

FACTOR III – EDUCATION

A Master's Degree in administration or another appropriate field is a requirement for an administrative position. Compensation for education is determined according to the following schedule:

<u>Education</u>	<u>\$ Value</u>
Master's Degree	-0-
Master's plus 15	1500
Master's plus 30	2250
Master's plus 45	3000
Specialists or Master's plus 60	4500
Doctorate	5000

FACTOR IV – RESPONSIBILITY (Based on \$16,000)

This factor is based on a percentage that varies according to the type of assignment.

<u>Assignment</u>	<u>Percentage</u>	<u>\$ Value</u>
Carrousel/BC Principal	.45	7,200
Francis Case Principal	.45	7,200
Vandenberg Principal	.45	7,200
Middle School Principal	.45	7,200
High School Principal	.55	8,800
High School Assistant Principal	.35	5,600
Middle School Assistant Principal	.35	5,600
Middle School Dean of Students	.00	0
Director of Activities	.35	5,600
Director of Special Education Services	.45	7,200

FACTOR V – LENGTH OF CONTRACT

1. All FACTORS are based on 200 days of employment.
2. Days of contract beyond 200 days are based on daily rate.

FACTOR VI - LONGEVITY FACTOR

Employed 10 years at Douglas in current position	\$ 2,500.00
Employed 15 years at Douglas in current position	\$ 5,000.00
Employed 20 years at Douglas in current position	\$ 7,500.00
Employed 25 years at Douglas in current position	\$10,000.00
Employed 30 years at Douglas in current position	\$12,500.00

CONTINGENCY TRANSFERS FY 25 JUNE 30, 2025

	<u>AMOUNT</u>	<u>TO ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
FUND 10	\$2,635.95	10-1250-000-000-334	ESL TRAVEL	\$2,635.95
	\$3,679.18	10-2111-006-000-319	LIASON PROFESSIONAL SERVICES	\$3,679.18
	\$3,652.70	10-2113-000-000-479	SOCIAL WORK NON-CONSUMABLE SUPPLIES	\$3,652.70
	\$867.50	10-2121-006-000-422	CENTRAL TESTING INSTRUCTIONAL SOFTWARE	\$867.50
	\$11,155.02	10-2134-014-000-230	NURSE GROUP INSURANCE	\$11,155.02
	\$1,562.09	10-2139-000-700-319	HEALTH SERVICES PROFESSIONAL SERVICES	\$1,562.09
	\$7,631.74	10-2212-002-000-473	CURRICULUM COMPUTER LICENSING FEE	\$7,631.74
	\$23,527.35	10-2213-002-000-472	STAFF DEVELOPMENT COMPUTER SOFTWARE (ADMIN)	\$23,527.35
	\$12.42	10-2223-031-000-340	MEDIA SERVICES COMMUNICATIONS	\$12.42
	\$53,693.59	10-2321-001-335-319	SUPERINTENDENT PROFESSIONAL SERVICES	\$53,693.59
	\$3,968.67	10-2322-000-000-230	COMMUNITY RELATIONS GROUP INSURANCE	\$3,968.67
	\$2,775.60	10-2542-030-000-114	CUSTODIAL CLASSIFIED SALARIES	\$2,775.60
	\$924.94	10-2543-005-000-411	GROUPS NON-TECHNOLOGY SUPPLIES	\$924.94
	\$1,990.02	10-2551-050-000-230	TRANSPORTATION GROUP INSURANCE	\$1,990.02
	\$13,802.45	10-2552-050-000-114	TRANSPORTATION CLASSIFIED SALARIES	\$13,802.45
	\$52,855.77	10-2641-003-000-114	PERSONNEL CLASSIFIED SALARIES	\$52,855.77
	\$23,698.33	10-2641-003-000-319	PERSONNEL PROFESSIONAL SERVICES	\$23,698.33
	\$10,750.68	10-2641-003-000-479	PERSONNEL NON-CONSUMABLE SUPPLIES	\$10,750.68
	\$2,109.25	10-2690-000-000-334	REGISTRAR TRAVEL	\$2,109.25
	\$7,902.72	10-3600-000-256-334	WELFARE TRAVEL	\$7,902.72
	<u>\$149,451.03</u>	10-2541-005-000-319	B&B PROFESSIONAL SERVICES	<u>\$149,451.03</u>
FUND TOTAL	<u>\$378,647.00</u>			<u>\$378,647.00</u>
FUND 22	\$603.57	22-1221-030-004-112	CLASSIFIED SALARIES	\$603.57
	\$68,863.00	22-1224-006-000-373	RESIDENTIAL PROGRAM	\$68,863.00
	\$12,518.75	22-2113-006-002-313	SOCIAL WORK SERVICES	\$12,518.75
	\$8,644.68	22-2219-006-002-319	PROFESSIONAL SERVICES	\$8,644.68
FUND TOTAL	<u>\$90,630.00</u>			<u>\$90,630.00</u>
GRAND TOTAL	<u><u>\$469,277.00</u></u>			<u><u>\$469,277.00</u></u>

**SUPPLEMENTAL BUDGET
FY 25 JUNE 30, 2025**

	<u>AMOUNT</u>	<u>TO ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>FROM ACCOUNT</u>
	\$7,361.68	10-2541-005-000-319	B&G PROFESSIONAL SERVICES	\$7,361.68	Impact Aid/Reserve
	\$8,265.17	10-2541-005-000-321	B&G UTILITIES	\$8,265.17	Impact Aid/Reserve
	\$30,636.88	10-2541-005-000-323	B&G REPAIR & MAINTENANCE	\$30,636.88	Impact Aid/Reserve
	\$16,389.39	10-2541-005-000-411	B&G NON-TECHNOLOGY SUPPLIES	\$16,389.39	Impact Aid/Reserve
	\$20,677.86	10-2541-005-000-479	B&G NON-CONSUMABLE SUPPLIES	\$20,677.86	Impact Aid/Reserve
FUND 10	\$88,181.25	10-2541-005-000-651	PROPERTY-LIABILITY INSURANCE	\$88,181.25	Impact Aid/Reserve
FUND TOTAL	<u>\$171,512.23</u>			<u>\$171,512.23</u>	
FUND 21	\$240,369.73	21-1111-014-000-520	VES BUILDINGS	\$240,369.73	COF RESERVE
	\$38,980.53	21-2521-004-000-520	CO ROOF	\$38,980.53	COF RESERVE
	\$155,900.00	21-2533-000-335-319	ARCHITECTURE	\$155,900.00	COF RESERVE
	\$96,863.64	21-2535-030-000-520	HS BUILDINGS	\$96,863.64	COF RESERVE
	\$4,419.04	21-2549-000-000-479	B&G NON-CONSUMABLE SUPPLIES	\$4,419.04	COF RESERVE
	\$37.37	21-2554-050-000-360	TRANSPORTATION PRINTING	\$37.37	COF RESERVE
	\$52,271.97	21-3900-000-000-549	COMMUNITY EDUCATION EQUIPMENT	\$52,271.97	COF RESERVE
	\$115,377.35	21-6900-030-000-319	ACTIVITIES PROFESSIONAL SERVICES	\$115,377.35	COF RESERVE
FUND TOTAL	<u>\$704,219.63</u>			<u>\$704,219.63</u>	
FUND 22	\$13,105.32	22-2219-006-002-319	PROFESSIONAL SERVICES	\$13,105.32	SPED RESERVE
	\$86,071.41	22-2710-006-004-319	PROFESSIONAL SERVICES	\$86,071.41	SPED RESERVE
	\$59,617.20	22-2730-006-004-114	CLASSIFIED SALARIES	\$59,617.20	SPED RESERVE
	\$114,601.10	22-2750-006-000-371	SPECIAL SERVICES - OTHER LEA'S	\$114,601.10	SPED RESERVE
	\$127,693.02	22-2753-006-000-391	RESIDENTIAL SERVICES	\$127,693.02	SPED RESERVE
FUND TOTAL	<u>\$401,088.05</u>			<u>\$401,088.05</u>	
GRAND TOTAL	<u><u>\$1,276,819.91</u></u>			<u><u>\$1,276,819.91</u></u>	

SECTION	A	TITLE	Foundations and Basic Commitments	FILE	ABAD
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PARENTS' RIGHTS

The Board believes in the fundamental right of a parent to the nurture, care, custody, and control of his or her child. It is the Board's position that the District will not infringe upon that right unless the infringement is narrowly tailored to meet a compelling school district interest by the least restrictive means, the authority of state law or local school district policy are not limited, or the educational process is not abridged or intruded upon. The Board encourages collaboration between parents and the District with the goal of supporting student learning, growth, and development.

REFERENCES

- SDCL 13-27-1** [Responsibility for school attendance](#)
- SDCL 13-27-11** [Failure to send child to school](#)
- SDCL 13-27-12** [Enforcement powers and duty of secretary](#)
- SDCL 13-27-16** [Warnings by school board](#)
- SDCL 13-27-18** [Neglect of duty](#)
- SDCL 13-27-19** [Power of truancy officers to apprehend truant children](#)
- SDCL 13-32-4.1** [Attendance policy](#)

Adoption History

First Reading			
Approved			
First Reading-Revision			
Approved			

New

Box Elder

DOUGLAS SCHOOL DISTRICT
Board Policy

South Dakota

SECTION	D	TITLE	Fiscal Management	FILE	DFD
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Gate Receipts and Admissions

Cash payment will be accepted for admission to a school-affiliated event on the day of the event for which the admission fee is less than two hundred dollars per individual.

For purpose of this policy a “school-affiliated event” means any athletic competition, play, musical, concert, performance, or other activity occurring in this state, which is conducted or sponsored by the district, or in which the district participates, and for which an admission fee that is less than two hundred dollars per individual is charged.

Credit cards or other electronic payment methods may also be accepted by the District for gate receipts and admissions.

For any event at which the District distributes materials to students or patrons that is not an event conducted or sponsored by the District, the District may note in such materials that the event is not conducted or sponsored by the District.

REFERENCES

State Reference:

SDCL 13-1-72 [Cash payment for admission to events](#)

Federal Reference:

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Adoption History

First Reading			
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New

Approved			
First Reading-Revision			
Approved			

SECTION	E	TITLE	Support Services	FILE	ECABB
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Multi Occupancy Room Use (Bathrooms)

Definitions

"Changing room," a room or area in which an individual may be in a state of undress in the presence of others, including a multi-occupancy locker room or shower room;

"Female," an individual who naturally has, had, will have, or would have, but for a congenital anomaly or intentional or unintentional disruption, the reproductive system that produces, transports, and utilizes eggs for fertilization;

"Male," an individual who naturally has, had, will have, or would have, but for a congenital anomaly or intentional or unintentional disruption, the reproductive system that produces, transports, and utilizes sperm for fertilization;

"Reasonable accommodation," access to:

(a) A unisex or family room; or

(b) A single-occupancy changing room or restroom which has been designated for employees of the district, provided the room is not available to the employees while being used by the student; and

"Restroom," a room that includes one or more toilets or urinals;

"Sleeping quarters," a room that contains a bed and in which more than one individual is housed overnight;

"Sex," an individual's biological sex, either male or female; and

"Unisex or family room," a changing room or restroom that:

(a) Is intended for use by a single occupant, a single occupant and the occupant's caregiver, or members of the same family;

(b) Is enclosed by means of floor-to-ceiling walls; and

(c) Is accessible by means of a full door, with a secure lock that prevents entry by another individual while the room is in use.

Multi-Occupancy Rooms

Any multi-occupancy room or area in which an individual may be in a state of undress in the presence of others, including a multi-occupancy locker room or shower room, restroom, or sleeping quarters in a facility or space owned or rented by the District will be designated for use exclusively by females or for use exclusively by males.

A male may not enter a changing room or restroom designated exclusively for females, and a female may not enter a changing room or restroom designated exclusively for males.

Upon receipt of written notice from a student or that student's parent or guardian that the student is unable or unwilling to use a multi-occupancy changing room, restroom, or

sleeping quarters, the Superintendent or designated administrator may grant a request for reasonable accommodation, as defined in this policy, for a stated period of time not to exceed the conclusion of the school year or include access to a facility designed for use exclusively by members of the opposite sex.

If the District sponsors or sanctions any event that requires students to be provided with changing rooms or sleeping quarters, all multi-occupancy changing rooms and sleeping quarters will be designated as being for use exclusively by females or exclusively by males. A student may not be required to share sleeping quarters with a member of the opposite sex, unless the individuals are members of the same family. In any other setting in the District where an individual may be in a state of undress in the presence of others, the District will provide separate, private areas designated for use by individuals based on the individual's sex. No individual may enter private areas unless the individual is a member of the designated sex.

If a student is unable or unwilling to use a room for overnight sleeping quarters, in accordance with the exclusive designation set forth in this policy, that student, or the student's parent in the case of a student under the age of eighteen, may file, with the Superintendent or designated administrator, a request to be reassigned to single-occupancy room.

Exceptions

These prohibitions do not apply to:

(1) The accommodation of an individual protected under the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq. (January 1, 2025) or the Rehabilitation Act of 1973, 29 U.S.C. § 701, et seq. (January 1, 2025);

New

- (2) An individual who accompanies a student requiring assistance because of age;
- (3) A law enforcement officer, fire official, or employee of the District, acting in an official capacity;
- (4) An individual providing emergency medical assistance; or
- (5) An individual providing custodial, maintenance, or inspection services, provided the changing room or restroom is unoccupied.

REFERENCES

State Reference:

- SDCL 13-32-21 [Multi-occupancy rooms - definitions](#)
- SDCL 13-32-22 [Multi-occupancy rooms - designations required, reasonable accommodations](#)
- SDCL 13-32-23 [Multi-occupancy rooms - use restricted, exceptions](#)
- SDCL 13-32-24 [Multi-occupancy rooms - school-sanctioned event, accommodations, designation, student request for reassignment, private cause of action](#)

Federal Reference:

Adoption History

First Reading			
Approved			
First Reading-Revision			
Approved			

SECTION	B	TITLE	Board Governance and Operations	FILE	BD
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School Board Meetings

REGULAR MEETINGS

Unless otherwise designated at the annual organizational meeting of the Board, all regular School Board meetings will be held on the second and fourth Mondays of each month, except for December and July when only the first meeting of the month is held. If it is determined, there is a scheduling conflict during the school year, the schedule can be changed with majority of board members’ approval. Public notification will be sent out as soon as possible thereafter.

The official meetings of the school board are open to the public unless a specific law is cited by the school board to close the official meeting to the public. An official meeting is any meeting of a quorum of the school board at which official business of the school district is discussed or decided, or public policy is formulated, whether in person or by means of a teleconference.

Subject to the following rules, any person may record, through audio or video technology, a school board meeting that is open to the public as long as the recording is reasonable, obvious, and not disruptive.

1. A person who wishes to audio or video record some or all of an official school board meeting must inform the school board president/chairperson or superintendent prior to the beginning of the meeting of the person’s intent to record. At the beginning of the meeting, the school board president will then inform all persons present of the recording.
2. The quantity and type of recording equipment used shall be subject to the discretion of the school board, and the school board president/chairperson shall have the discretion to exclude or terminate recording of the meeting. This discretion is not to be exercised in an effort to restrict the public’s right to be informed of school board meeting proceedings, but only where these rules have been violated.
3. Recording equipment must not produce distracting light or noise, and no artificial lighting device of any kind shall be employed with a video camera.
4. Recording equipment must not obstruct the vision of persons attending the school board meeting and their ability to see all school board members.
5. Any person violating the rules set forth above may be directed to cease the recording or leave the premises.

~~The School Board shall reserve at every regularly scheduled official meeting a period for public comment, limited at the Board’s discretion, but not so limited as to provide for no public comment.~~

ASBSD Recommended Revision

SECTION	B	TITLE	Board Governance and Operations	FILE	BD
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The School Board shall reserve at every official meeting a period for public comment, limited at the Board’s discretion as to the time allowed for each topic and the total time allowed for public comment, but not so limited as to provide for no public comment. Public comment is not required at official meetings held solely for the purpose of meeting in executive session, an inauguration, swearing in of newly elected officials, or presentation of an annual report to the School Board.

The School Board shall annually distribute to Board members and review the following during one official meeting on an annual basis:

1. The Conducting the Public’s Business in Public brochure published by the South Dakota Attorney General; and
2. Any other material pertaining to the open meeting laws of this state provided by the South Dakota Attorney General for the specific purpose related to SDCL 1-25-___.

The School Board must include in the minutes of the meeting at which the review took place an acknowledgement that the review was completed.

SPECIAL MEETINGS

Special meetings may be called by the President of the Board, or in his / her absence the Vice-President, or a majority of the Board members. Notice stating the time and place of any special meeting and the purpose for its call, will be given to each Board member and the Superintendent by the Business Manager, either orally or in writing, in sufficient time to allow each member's presence. No business other than that stated in the notice will be transacted at a special meeting. Local news media that have requested notice will be notified of the special meeting by mail, e-mail, delivered in person or telephone prior to the meeting.

TELECONFERENCE

Any official meeting, including executive meetings, may be conducted by teleconference. A teleconference is an exchange of information by audio, video, or electronic medium, including the internet. A member is deemed present if the member answers present to the roll call conducted by teleconference for the purpose of determining a quorum. Each vote at an official meeting held by teleconference may be taken by voice vote. If any member votes in the negative, the vote shall proceed to a roll call vote. A teleconference may be used to conduct a hearings. If the school board conducts an official meeting by teleconference, the school board shall provide a place at which the public may listen to and participate in the teleconference meeting. For any official meeting held by teleconference, which has less than a quorum of school board members participating in the meeting who are present at the location open to the public, arrangements shall be provided for the public to listen to the meeting via telephone or internet. The requirement to provide one or more places for the public to listen to the teleconference does not apply to an executive meeting.

Board Policy

ASBSD Recommended Revision

SECTION	B	TITLE	Board Governance and Operations	FILE	BD
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REFERENCES

State Reference:

- SDCL 1-25-1 [Official meetings open to public](#)
- SDCL 1-25-1.1 [Notice of meeting](#)
- SDCL 1-25-1.5 [Teleconference meeting](#)
- SDCL 1-25-11 [Recording of open official meeting](#)
- SDCL 1-25-12 [Definitions](#)
- SDCL 1-25-13 [Annual review of open meeting laws](#)
- SDCL 1-27-1.16 [Material relating to open meeting agenda](#)
- SDCL 13-8-10 [Meetings of board](#)
- SDCL 13-32-6 [Disturbance of school as misdemeanor](#)
- SDCL 22-18-35(3) [Disorderly conduct as misdemeanor](#)
- SD UJS Rule 10-9 [New Rule regarding expanded media coverage](#)

Policy Cross References:

- BDA Electronic Communication by Board Members
- BDB School Board Study Sessions
- BDC Executive Sessions
- BDDA Notification of School Board Meetings
- BDDB Board Meeting Agendas and Format
- BDDC Agenda Preparation and Dissemination
- BDDD Quorum
- BDDE / BDDE-E(1) / BDDE-E(2) Parliamentary Procedure
- BDDF Voting Method
- BDDH / BDDH-E(1) / BDDH-E(2) Public Participation at Board Meetings

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Adoption History

DOUGLAS SCHOOL DISTRICT
Board Policy

ASBSD Recommended Revision

SECTION	B	TITLE	Board Governance and Operations	FILE	BD
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First Reading	10/27/2014		
Approved	11/17/2014		
First Reading -Revisions	6/30/2016		
Approved	7/14/2016		
First Reading-Revisions	2/14/2022		
Approved	2/28/2022		

1-25-7. REFERRAL TO OMC. Upon receiving a referral from a state's attorney or the attorney general, the South Dakota Open Meetings Commission shall examine the complaint and investigatory file submitted by the state's attorney or the attorney general and shall also consider signed written submissions by the persons or entities that are directly involved. Based on the investigatory file submitted by the state's attorney or the attorney general and any written responses, the commission shall issue a written determination on whether the conduct violates this chapter, including a statement of the reasons therefor and findings of fact on each issue and conclusions of law necessary for the proposed decision. The final decision shall be made by a majority of the commission members, with each member's vote set forth in the written decision. The final decision shall be filed with the attorney general and shall be provided to the public entity and or public officer involved, the state's attorney, and any person that has made a written request for such determinations. If the commission finds a violation of this chapter, the commission shall issue a public reprimand to the offending official or governmental entity. However, no violation found by the commission may be subsequently prosecuted by the state's attorney or the attorney general. All findings and public censures of the commission shall be public records pursuant to § 1-27-1. Sections 1-25-6 to 1-25-9, inclusive, are not subject to the provisions of chapter 1-26.

1-25-8. OMC MEMBERS. The South Dakota Open Meeting Commission shall be comprised of five state's attorneys appointed by the attorney general. Each commissioner shall serve at the pleasure of the attorney general. A chair of the commission shall be chosen annually from the membership of the commission by a majority of its members.

1-25-12. DEFINITIONS. Terms used in this chapter mean:

- (1) "Political subdivision," any association, authority, board, commission, committee, council, task force, school district, county, city, town, township, or other local government entity that is created or appointed by statute, ordinance, or resolution and is vested with the authority to exercise any sovereign power derived from state law;
- (2) "Public body," any political subdivision and the state;
- (3) "Official meeting," any meeting of a quorum of a public body at which official business or public policy of that public body is discussed or decided by the public body, whether in person or by means of teleconference;
- (4) "Teleconference," information exchanged by any audio, video, or electronic medium, including the internet;
- (5) "State," each board, commission,

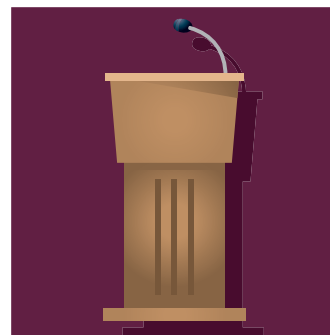
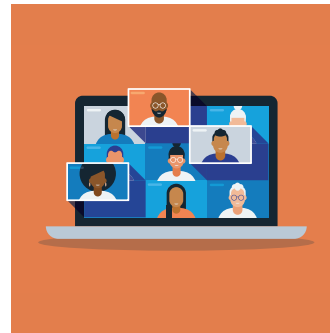
department, or agency of the State of South Dakota. The term, state, does not include the Legislature.

1-27-1.16. MEETING PACKETS AND MATERIALS.

If a meeting is required to be open to the public pursuant to § 1-25-1 and if any printed material relating to an agenda item of the meeting is prepared or distributed by or at the direction of the governing body or any of its employees and the printed material is distributed before the meeting to all members of the governing body, the material shall either be posted on the governing body's website or made available at the official business office of the governing body at least twenty-four hours prior to the meeting or at the time the material is distributed to the governing body, whichever is later. If the material is not posted to the governing body's website, at least one copy of the printed material shall be available in the meeting room for inspection by any person while the governing body is considering the printed material. However, the provisions of this section do not apply to any printed material or record that is specifically exempt from disclosure under the provisions of this chapter or to any printed material or record regarding the agenda item of an executive or closed meeting held in accordance with § 1-25-2. A violation of this section is a Class 2 misdemeanor. However, the provisions of this section do not apply to printed material, records, or exhibits involving contested case proceedings held in accordance with the provisions of chapter 1-26.

1-27-1.17. DRAFT MINUTES. The unapproved, draft minutes of any public meeting held pursuant to § 1-25-1 that are required to be kept by law shall be available for inspection by any person within ten business days after the meeting. However, this section does not apply if an audio or video recording of the meeting is available to the public on the governing body's website within five business days after the meeting. A violation of this section is a Class 2 misdemeanor. However, the provisions of this section do not apply to draft minutes of contested case proceedings held in accordance with the provisions of chapter 1-26.

1-27-1.18. WORKING GROUP REPORTS. Any final recommendations, findings, or reports that result from a meeting of a committee, subcommittee, task force, or other working group which does not meet the definition of a political subdivision or public body pursuant to § 1-25-1, but was appointed by the governing body, shall be reported in open meeting to the governing body which appointed the committee, subcommittee, task force, or other working group. The governing body shall delay taking any official action on the recommendations, findings, or reports until the next meeting of the governing body.



Conducting the Public's Business in Public

A guide to South Dakota's Open Meetings Laws
(Revised 2023)

Prepared by:
S.D. Attorney General's Office
in partnership with the
S.D. NewsMedia Association

Published by:
South Dakota NewsMedia Association
1125 32nd Ave. Brookings, SD 57006

Q: WHAT ARE SOUTH DAKOTA'S OPEN MEETINGS LAWS?

A: South Dakota's open meetings laws embody the principle that the public is entitled to the greatest possible information about public affairs and are intended to encourage public participation in government. SDCL Ch. 1-25 requires that official meetings of public bodies must be public and advance notice is to be given of such meetings. The statutes define an "official meeting" as one where a quorum of the public body is present and at which official business or public policy of the body is discussed or decided. Openness in government is encouraged.

Q: WHO DOES THE OPEN MEETINGS LAWS APPLY TO?

A: The open meetings laws apply to all public bodies "of the state and its political subdivisions." SDCL 1-25-1. This includes cities, counties, school boards and other public bodies created by ordinance or resolution, such as appointed boards, task forces, and committees, so long as they have authority to exercise sovereign power. SDCL 1-25-12(1). Although no court decisions have been issued on the subject, this probably does not include bodies that serve only in an advisory capacity. The State Constitution allows the Legislature and the Unified Judicial System to create rules regarding their own separate functions.

Q: ARE TELECONFERENCES CONSIDERED PUBLIC MEETINGS?

A: Yes. The open meetings laws allow meetings, including executive or closed meetings, to be conducted by teleconference – defined as an exchange of information by audio, video, or electronic means (including the internet) – if a place is provided for the public to participate. In addition,

for teleconferences where less than a quorum of the public body is present at the location open to the public, arrangements must also be made for the public to listen by telephone or internet (except for portions of meetings properly closed for executive sessions). The media and public must be notified of teleconference meetings under the same notice requirements as any other meeting.

Q: HOW ARE THE PUBLIC AND MEDIA NOTIFIED WHEN PUBLIC BUSINESS IS BEING DISCUSSED?

A: SDCL 1-25-1.1 requires that all political subdivisions (except the state and its boards, commissions, or departments as provided in § 1-25-1.3) prominently post a notice and copy of the proposed agenda at the political subdivision's principal office. At a minimum, the proposed agenda must include the date, time, and location of the meeting and must be visible, readable, and accessible to the public for 24 continuous hours immediately preceding the meeting. Also, if the political subdivision has its own website, the notice must be posted on the website upon dissemination of the notice. For special or rescheduled meetings, political subdivisions must comply with the regular meeting notice requirements as much as circumstances permit. The notice must be delivered in person, by mail, by email, or by telephone to all local news media who have asked to be notified. It is good practice for local media to renew requests for notification of special or rescheduled meetings at least annually.

SDCL 1-25-1.3 varies slightly from SDCL 1-25-1.1 and requires the State and its boards, commissions, or departments to give notice by posting a proposed agenda at least 72 continuous hours before a meeting is scheduled to start (this does not include any weekend or legal holiday). The State is also required to give notice of a public meeting by posting its proposed agenda on <http://boardsandcommissions.sd.gov>.

The requirement to provide one or more places for the public to listen to the teleconference does not apply to official meetings closed to the public pursuant to specific law.

1-25-2. EXECUTIVE SESSION. Executive or closed meetings may be held for the sole purposes of:

- (1) Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee. The term, employee, does not include any independent contractor;
 - (2) Discussing the expulsion, suspension, discipline, assignment of or the educational program of a student or the eligibility of a student to participate in interscholastic activities provided by the South Dakota High School Activities Association;
 - (3) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters;
 - (4) Preparing for contract negotiations or negotiating with employees or employee representatives;
 - (5) Discussing marketing or pricing strategies by a board or commission of a business owned by the state or any of its political subdivisions, when public discussion may be harmful to the competitive position of the business; or
 - (6) Discussing information pertaining to the protection of public or private property and any person on or within public or private property specific to:
 - (a) Any vulnerability assessment or response plan intended to prevent or mitigate criminal acts;
 - (b) Emergency management or response;
 - (c) Public safety information that would create a substantial likelihood of endangering public safety or property, if disclosed;
 - (d) Cyber security plans, computer, communications network schema, passwords, or user identification names;
 - (e) Guard schedules;
 - (f) Lock combinations;
 - (g) Any blueprint, building plan, or infrastructure record regarding any building or facility that would expose or create vulnerability through disclosure of the location, configuration, or security of critical systems of the building or facility; and
 - (h) Any emergency or disaster response plans or protocols, safety or security audits or reviews, or lists of emergency or disaster response personnel or material; any location or listing of weapons or ammunition; nuclear, chemical, or biological agents; or other military or law enforcement equipment or personnel.
- However, any official action concerning the matters pursuant to this section shall be made

at an open official meeting. An executive or closed meeting must be held only upon a majority vote of the members of the public body present and voting, and discussion during the closed meeting is restricted to the purpose specified in the closure motion. Nothing in § 1-25-1 or this section prevents an executive or closed meeting if the federal or state Constitution or the federal or state statutes require or permit it. A violation of this section is a class 2 misdemeanor.

9-34-19. EXECUTIVE SESSIONS (MUNICIPAL AND COUNTIES). Any documentary material or data compiled or received by a municipal corporation, county, or an economic development corporation receiving municipal or county funds, for the purpose of furnishing assistance to a business, to the extent that such material or data consists of trade secrets or commercial or financial information regarding the operation of such business, is not a public record. Any discussion or consideration of such trade secrets or commercial or financial information by a municipal corporation or county may be done in executive session closed to the public.

1-25-6. DUTY OF STATE'S ATTORNEY. If a complaint alleging a violation of chapter 1-25 is made pursuant to § 23A-2-1, the state's attorney shall take one of the following actions:

- (1) Prosecute the case pursuant to Title 23A;
- (2) Determine that there is no merit to prosecuting the case. Upon doing so, the state's attorney shall send a copy of the complaint and any investigation file to the attorney general. The attorney general shall use the information for statistical purposes and may publish abstracts of such information, including the name of the government body involved for purposes of public education; or
- (3) Send the complaint and any investigation file to the South Dakota Open Meetings Commission for further action.

1-25-6.1. DUTY OF STATE'S ATTORNEY (COUNTY COMMISSION ISSUES). If a complaint alleges a violation of this chapter by a board of county commissioners, the state's attorney shall take one of the following actions:

- (1) Prosecute the case pursuant to Title 23A;
- (2) Determine that there is no merit to prosecuting the case. The attorney general shall use the information for statistical purposes and may publish abstracts of the information as provided by § 1-25-6;
- (3) Send the complaint and any investigation file to the South Dakota Open Meetings Commission for further action; or
- (4) Refer the complaint to another state's attorney or to the attorney general for action pursuant to § 1-25-6.

PERTINENT S.D. OPEN MEETINGS STATUTES

(other specific provisions may apply depending on the public body involved)

1-25-1. OPEN MEETINGS. The official meetings of the state and its political subdivisions are open to the public unless a specific law is cited by the state or the political subdivision to close the official meeting to the public.

It is not an official meeting of one public body if its members provide information or attend the official meeting of another public body for which the notice requirements of § 1-25-1.1 or 1-25-1.3 have been met. It is not an official meeting of a public body if its members attend a press conference called by a representative of the public body.

For any event hosted by a nongovernmental entity to which a quorum of the public body is invited and public policy may be discussed, but the public body does not control the agenda, the political subdivision may post a public notice of a quorum, in lieu of an agenda. The notice of a quorum shall meet the posting requirements of § 1-25-1.1 or 1-25-1.3 and shall contain, at a minimum, the date, time, and location of the event.

The public body shall reserve at every official meeting a period for public comment, limited at the public body's discretion as to the time allowed for each topic and the total time allowed for public comment but not so limited as to provide for no public comment.

Public comment is not required at official meetings held solely for the purpose of meeting in executive session, an inauguration, swearing in of newly elected officials, or presentation of an annual report to the governing body regardless of whether or not such activity takes place at the time and place usually reserved for a regularly scheduled meeting.

If a quorum of township supervisors, road district trustees, or trustees for a municipality of the third class meet solely for purposes of implementing previously publicly adopted policy; carrying out ministerial functions of that township, district, or municipality; or undertaking a factual investigation of conditions related to public safety; the meeting is not subject to the provisions of this chapter.

A violation of this section is a Class 2 misdemeanor.

1-25-1.1. PUBLIC NOTICE OF POLITICAL SUBDIVISIONS. Each political subdivision shall provide public notice, with proposed agenda, that is visible, readable, and accessible for at least an entire, continuous twenty-four hours immediately preceding any official meeting, by posting a copy of the notice, visible to the public, at the principal office of the political subdivision holding the meeting. The proposed agenda shall include the date, time, and location of the meeting. The notice shall also be posted on the political subdivision's website upon dissemination of the notice, if a

website exists. For any special or rescheduled meeting, the information in the notice shall be delivered in person, by mail, by email, or by telephone, to members of the local news media who have requested notice. For any special or rescheduled meeting, each political subdivision shall also comply with the public notice provisions of this section for a regular meeting to the extent that circumstances permit. A violation of this section is a Class 2 misdemeanor.

1-25-1.3. PUBLIC NOTICE OF STATE. The state shall provide public notice of a meeting by posting a copy of the proposed agenda at the principal office of the board, commission, or department holding the meeting. The proposed agenda shall include the date, time, and location of the meeting, and be visible, readable, and accessible to the public. The agenda shall be posted at least seventy-two hours before the meeting is scheduled to start according to the agenda. The seventy-two hours does not include Saturday, Sunday, or legal holidays. The notice shall also be posted on a state website, designated by the commissioner of the Bureau of Finance and Management. For any special or rescheduled meeting, the information in the notice shall be delivered in person, by mail, by email, or by telephone, to members of the local news media who have requested notice. For any special or rescheduled meeting, the state shall also comply with the public notice provisions of this section for a regular meeting to the extent that circumstances permit. A violation of this section is a Class 2 misdemeanor.

1-25-1.5. TELECONFERENCE MEETING. Any official meeting may be conducted by teleconference. A teleconference may be used to conduct a hearing or take final disposition regarding an administrative rule pursuant to § 1-26-4. A member is deemed present if the member answers present to the roll call conducted by teleconference for the purpose of determining a quorum. Each vote at an official meeting held by teleconference may be taken by voice vote. If any member votes in the negative, the vote shall proceed to a roll call vote.

1-25-1.6. TELECONFERENCE PARTICIPATION. At any official meeting conducted by teleconference, there shall be provided one or more places at which the public may listen to and participate in the teleconference meeting. For any official meeting held by teleconference, that has less than a quorum of the members of the public body participating in the meeting who are present at the location open to the public, arrangements shall be provided for the public to listen to the meeting via telephone or internet.

Q: WHO ARE LOCAL NEWS MEDIA?

A: There is no definition of "local news media" in SDCL ch. 1-25. "News media" is defined in SDCL 13-1-57 generally as those personnel of a newspaper, periodical, news service, radio station, or television station regardless of the medium through which their content is delivered. The Attorney General is of the opinion that "local news media" is all news media – broadcast and print – that regularly carry news to the community.

Q: IS A PUBLIC COMMENT PERIOD REQUIRED AT PUBLIC MEETINGS?

A: Yes. Public bodies are required to provide at every official meeting a period of time on their agenda for public comment. Each public body has the discretion to limit public comment as to the time allowed for each topic commented on, and as to the total time allowed for public comment. A public comment period is not required for meetings held solely for the purpose of executive session.

Q: CAN PUBLIC MEETINGS BE RECORDED?

A: Yes, SDCL 1-25-11 requires public bodies to allow recording (audio or video) of their meetings if the recording is reasonable, obvious, and not disruptive. This requirement does not apply to those portions of a meeting confidential or closed to the public.

Q: WHEN CAN A MEETING BE CLOSED TO THE PUBLIC AND MEDIA?

A: SDCL 1-25-2 allows a public body to close a meeting for the following purposes: 1) to discuss personnel issues pertaining to officers or employees; 2) consideration of the performance or discipline of a student, or the student's participation in interscholastic activities; 3) consulting with legal counsel, or reviewing communications from legal counsel

about proposed or pending litigation or contractual matters; 4) employee contract negotiations; 5) to discuss marketing or pricing strategies of a publicly-owned competitive business; or 6) to discuss information related to the protection of public or private property such as emergency management response plans or other public safety information. The statute also recognizes that executive session may be appropriate to comport with other laws that require confidentiality or permit executive or closed meetings. Federal law pertaining to students and medical records will also cause school districts and other entities to conduct executive sessions or conduct meetings to refrain from releasing confidential information. Meetings may also be closed by cities and counties for certain economic development matters. SDCL 9-34-19. Note that SDCL 1-25-2 and SDCL 9-34-19 do not require meetings be closed in any of these circumstances. Any official action based on discussions in executive session must, however, be made at an open meeting.

Q: WHAT IS THE PROPER PROCEDURE FOR EXECUTIVE SESSIONS?

A: Motions for executive sessions or federal law allowing for the executive session i.e. "pursuant to SDCL 1-25-2(3)." Also, best practice to avoid public confusion would be that public bodies explain the reason for going into executive session. For example, the motion might state "motion to go into executive session pursuant to SDCL 1-25-2(1) for the purposes of discussing a personnel matter;" or "motion to go into executive session pursuant to SDCL 1-25-2(3) for the purposes of consulting with legal counsel." Discussion in the executive session must be strictly limited to the announced subject. No official votes may be taken on any matter during an executive session. The public body must return to open session before any official action can be taken. Board members could be held personally liable for the results of an official vote

taken illegally during an executive session. For example, a contract approved only during an executive session could be found void and the board members could be required to repay any public funds spent under the contract.

Q: WHAT HAPPENS IF THE MEDIA OR PUBLIC IS IMPROPERLY EXCLUDED FROM A MEETING OR OTHER VIOLATIONS OF THE OPEN MEETING LAWS OCCUR?

A: Excluding the media or public from a meeting that has not been properly closed subjects the public body or the members involved to: (a) prosecution as a Class 2 misdemeanor punishable by a maximum sentence of 30 days in jail, a \$500 fine or both; or (b) a reprimand by the Open Meeting Commission (“OMC”). The same penalties apply if the agenda for the meeting is not properly posted, or other open meeting violations occur.

Also, action taken during any meeting that is not open or has not been properly noticed could, if challenged, be declared null and void. It could even result in personal liability for members of the governing body involved, depending upon the action taken.

Q: HOW ARE ISSUES REFERRED TO THE OPEN MEETINGS COMMISSION (“OMC”)?

A: Persons alleging violations of the open meetings laws must make their complaints with law enforcement officials in the county where the offense occurred. After a signed and notarized complaint is made under oath, and any necessary investigation is conducted, the State’s Attorney may: (a) prosecute the case as a misdemeanor; (b) find that the matter has no merits and file a report with the Attorney General for statistical purposes; or (c) forward the complaint to the OMC for a determination. The OMC is comprised of five State’s Attorneys appointed by the Attorney General. The OMC examines whether a violation has occurred and makes written public findings explaining its reasons. If you have questions on the procedures or status

of a pending case, you may contact the Attorney General’s Office at 605-773-3215 to talk to an assistant for the OMC. Procedures for the OMC are posted on the website for the Office of Attorney General. <http://atg.sd.gov/>.

Q: WHAT DOES THE TERM “SOVEREIGN POWER” MEAN?

A: The open meetings laws do not define this term, but it generally means the power to levy taxes, impose penalties, make special assessments, create ordinances, abate nuisances, regulate the conduct of others, or perform other traditional government functions. The term may include the exercise of many other governmental functions. If an entity is unclear whether it is exercising “sovereign power” it should consult with legal counsel.

Q: MAY AGENDA ITEMS BE CONSIDERED IF THEY ARE ADDED LESS THAN 24 HOURS BEFORE A MEETING?

A: Proposed agendas for public meetings must be posted at least 24 hours in advance of the meeting. The purpose of providing advance notice of the topics to be discussed at a meeting is to provide information to interested members of the public concerning the governing body’s anticipated business. Typically, the public body adopts the final agenda upon convening the meeting. At the time the final agenda is adopted, the governing body may add or delete agenda items and may also change the order of business. See *In re Yankton County Commission, Open Meetings Commission Decision # 20-03*, December 31, 2020. New items cannot be added after the agenda has been adopted by the governing body. Public bodies are strongly encouraged to provide at least 24 hours’ notice of all agenda items so as to be fair to the public and to avoid dispute. For special or rescheduled meetings, public bodies are to comply to the extent circumstances permit. In other words, posting less than 24 hours in advance may be permissible in emergencies.

Q: ARE EMAIL DISCUSSIONS “MEETINGS” FOR PURPOSES OF THE OPEN MEETINGS LAWS?

A: The definition of an “official meeting” in SDCL 1-25-12(3) references teleconferences. The definition of a “teleconference” in SDCL 1-25-12(4) includes the exchange of information via the internet or any other electronic medium. The analysis of these two definitions leads to the conclusion that email discussions that include a quorum of a public body and which discuss the official business of that body could be considered “meetings” for purposes of the open meetings laws. Email participation in scheduling or similar activity would not, under this analysis, constitute a public meeting.

Q: WHAT RECORDS MUST BE AVAILABLE TO THE PUBLIC IN CONJUNCTION WITH PUBLIC MEETINGS?

A: SDCL 1-25-1.4 requires state boards, commissions, or departments to make public meeting materials available on <http://boardsandcommissions.sd.gov>. SDCL 1-27-1.16 requires that any other public body must post meeting materials on the public body’s website or make those materials available to the public at least twenty-four hours prior to the hearing or when made available to the members of the public body, whichever is later. Finally, SDCL 1-27-1.17 requires that draft minutes of public meetings must be made available to the public at the principal place of business for the public body within 10 business days after the meeting (or made available on the website for the public body within five business days). These laws are in addition to any specific requirements for public bodies (i.e., publication requirements in state laws pertaining to cities, counties, or school districts). Enforcement of public records laws contained in SDCL Ch. 1-27 are handled by separate procedures found in SDCL 1-27-35, et. seq. rather than the open meeting procedures described above. Violations of SDCL 1-27-1.16 and 1-27-1.17 are also Class 2 misdemeanors.

Q: WHAT REQUIREMENTS APPLY TO TASK FORCES, COMMITTEES AND WORKING GROUPS?

A: Task forces and committees that exercise “sovereign power,” and are created by statute, ordinance, or proclamation are required to comply with the open meetings laws. SDCL 1-25-12(1). Task forces, committees, and working groups that are not created by statute, ordinance, or proclamation, or are advisory only, may not be subject to the open meetings laws, but are encouraged to comply to the extent possible when public matters are discussed. Ultimately, if such advisory task forces, committees and working groups present any reports or recommendations to public bodies, the public bodies must wait until the next meeting (or later) before taking final action on the recommendations. SDCL 1-27-1.18.

SECTION	B	TITLE	Board Governance and Operations	FILE	BDDG
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Minutes

The minutes of the meetings of the School Board are the written permanent records of the school district. The business manager ~~or designee~~ will keep minutes of all the official actions of the Board. The minutes will include:

1. A record of all actions taken by the Board, with the vote of each member recorded except in cases of unanimous votes.
2. Resolutions and motions. This will include a detailed statement of all expenditures of money, with names of persons to whom payment is made for service rendered or goods furnished; a detailed statement of receipts, and balance on hand; and expenditures and receipts of custodial ~~accounts~~ ~~funds~~.
3. A record of the disposition of all matters on which the Board considered, but did not take action.
4. The salaries of all employees will be published after the July organizational meeting, and total payroll by department monthly.

The unapproved minutes will be available for inspection by any person within 10 business days after the meeting.

Within 20 days after a Board meeting, minutes of the meeting will be published in the local newspaper, as in accordance with law. The business manager will sign each legal publication submitted to the newspaper.

The Board will approve the minutes of every meeting within 45 days after that meeting. The presiding officer and the business manager will sign the minutes of all regular and special meetings after approval by the Board. Any change or correction in the minutes will be reflected in the minutes of the meeting at which the changes are made.

Following each annual school election held pursuant to SDCL 13-7-10, the School Board, within 60 days of the official canvass, shall include in the school board minutes, the following information:

1. The number of registered voters of the school district on the date voter registration closes;
2. The number of registered voters of the school district who voted in the election;
3. The percentage of registered voters of the school district who voted in the election;
4. The date of the election, and if the election was held in conjunction with a regular municipal election as provided in SDCL 13-7-10.1 or with the regular June primary as provided in SDCL 13-7-10.3.

If the annual election was not held because there was not a contested vacancy for the school board and no question was submitted to the voters, the School Board shall provide that information in the school board minutes.

The School Board must include in the minutes of the meeting at which the School Board conducted its annual review of open meeting laws an acknowledgement that the review was completed.

All minutes will be open to inspection by the public during the regular office hours ~~se~~ of the business manager.

REFERENCES

State Reference:

- SDCL 1-25-13 [Annual review of open meeting laws](#)
- SDCL 1-27-1.17 [Draft minutes of public meeting to be available](#)
- SDCL 13-6-17 [Plan incorporated in board minutes](#)
- SDCL 13-7 [School district elections](#)
- SDCL 13-8-34 [Approval and signing of minutes](#)
- SDCL 13-8-35 [Publication of minute of board](#)
- SDCL 13-8-43 [Records of business manager open to public inspection](#)
- SDCL 13-16-21 [Custodial Funds - Reports and Audits](#)
- SDCL 17-2-19 [Legal publication fees](#)
- SDCL 17-2-20 [Fees chargeable for 2nd and subsequent publications](#)
- SDCL 6-1-10 [Publication of payroll information](#)

Policy Cross Reference:

- BBB [School Board Elections](#)
- BD School Board Meetings
- KBA [Public's Right to Know](#)

Adoption History

First Reading	11/17/2014		
Approved	12/8/2014		
First Reading-Revision	6/27/2019		
Approved	7/22/2019		
First Reading-Revision	2/28/2022		
Approved	3/14/2022		

SECTION	F	TITLE	SUPPORT SERVICES	FILE	FC
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FACILITIES CAPITALIZATION PROGRAM

To finance the facilities program, the Board, as established by law, may at its discretion authorize an annual tax levy not to exceed three ~~(3)~~ dollars per thousand dollars on the taxable valuation of the district for the capital outlay fund. The Board may also issue and sell capital outlay certificates. Money received from the sale of these certificates will also be placed in the capital outlay fund.

Approval to enter into an agreement or issue capital outlay certificates is subject to a referendum, with an election for that purpose to be held on:

- The first Tuesday after the first Monday in March;
- The first Tuesday after the first Monday in June; or
- The first Tuesday after the first Monday in November.

The capital outlay fund is a fund provided by law to meet expenditures on one thousand dollars or more for the purchase of land; improvement of grounds; construction of, additions to and remodeling of facilities; or for the purchase of equipment. It may also be used for installment or lease-purchase payments for the purchase of real property, plant or equipment, where the installment or lease purchase contract does not exceed 20 years, and for the payment of the principal and interest of capital outlay certificates. When used for the purchase of capital outlay certificates and the payment of installment or lease-purchase contracts, the total accumulated unpaid principal balances cannot exceed three percent of the taxable valuation. A school district, which contracts its student transportation may expend from the capital outlay fund an amount not to exceed fifteen percent of the contract amount. The capital outlay fund may be used to purchase textbooks and instructional software. The capital outlay fund may be used to purchase warranties on capital assets only if the warranties do not include supplies.

Construction of new facilities, or of additions to facilities which will require advertising for bids, must have a public hearing at least 10 days prior to the advertisement of any contract specifications. Following this public hearing and approval of the Board, the district may use the capital outlay fund for payment of the new construction or addition; however, the District may not change the originally advertised use of the fund without holding another public hearing.

In accordance with law, the Board will develop and maintain a five-year plan on the annual projected revenues and expenditures for the capital outlay fund. The projected expenditures will itemize the projected costs for new or additional facilities.

ASBSD Revised ASBSD Policy Language

REFERENCES
<p>State Reference: SDCL 13-16-6 Capital outlay fund--Definition--Uses--Levy SDCL 13-16-6.1 SDCL 13-16-6.2 SDCL 13-16-6.3 SDCL 13-16-6.4 SDCL 13-16-7 Additional tax levy for certain funds or obligations SDCL 13-16-8 Bond and certificate proceeds placed in capital outlay fund SDCL 13-16-9.3 Public hearing for use of capital outlay fund</p> <p>Policy Reference: FD (KBE) Bond Campaigns</p>

Adoption History			
First Reading	04/13/2015		
Approved	04/27/2015		
First Reading-Review	01/23/2023		
Approved	02/13/2023		

SECTION	I	TITLE	INSTRUCTION	FILE	IGBA
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PROGRAMS FOR CHILDREN WITH DISABILITIES

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

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

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

DEVELOPMENT OF AN INDIVIDUAL EDUCATION PROGRAM (IEP)

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

CHILD OF ARMED FORCES ACTIVE DUTY MEMBER

A new or revised 504 plan, individualized family service plan (IFSP), or individualized education program (IEP) must be implemented within thirty calendar days after enrollment of a student who is the child of an active-duty member of the United States Armed Forces and the member is the subject of a military transfer to this state, the student currently has a 504 plan, IFSP, or IEP implemented by the district in which the student was previously enrolled, and the appropriate school staff member does not implement the current a 504 plan, IFSP, or IEP. The student's parent or guardian and the District may extend the deadline for implementation of a new or revised program by mutual agreement.

The District will accept unofficial records of the child until such time as the student receives

SECTION	I	TITLE	INSTRUCTION	FILE	IGBA
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conditional placement, at which time the District will request the student’s official education records from the district in which the student was previously enrolled.

OUT-OF-DISTRICT PLACEMENT

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

REFERENCES

State Reference:
[ARSD 24:05 13-25](#) - Special Education
[SDCL 13-28-9.1](#)
[SDCL 13-37](#)
[SDCL 13-37-62](#)

Federal Reference:
[CFR Title 34 Part 104](#)
 CFR Title 24 Part 300
[USC Title 20 Chapter 33](#)
 USC Title 29 794
[USC Title 42 Chapter 126](#)

Adoption History

First Reading	11/9/2015		
Approved	11/23/2015		
First Reading-Revision	5/13/2024		
Approved-Revision	5/28/2024		

DOUGLAS SCHOOL DISTRICT
Board Policy

ASBSD Revised Policy Language

SECTION	I	TITLE	INSTRUCTION	FILE	IGBA
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SECTION	K	TITLE	SCHOOL/COMMUNITY/ HOME RELATIONS	FILE	KLB
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**PUBLIC COMPLAINTS ABOUT THE CURRICULUM OR INSTRUCTIONAL
~~/LIBRARY MATERIALS~~**

The Board reserves to itself the final responsibility for ~~all library and~~ instructional materials used and curricula taught in the district schools. The Board recognizes that without a free and vigorous exchange of ideas, learning and teaching cannot take place effectively. ~~It is further the policy of the Board to provide a broad range of materials to enrich and support curriculum and to encourage recreational reading.~~

The Board also recognizes that district residents have a right to express concern about the educational programs of their schools. When citizens have concerns about particular courses, library, or instructional materials, these concerns should be stated in writing, carefully considered, and accorded the courtesy of a prompt reply by school personnel. All such replies will be based on the instructional goals of the district, upon course objectives, and upon ~~the~~ criteria for selection of instructional materials.

Staff members will ~~make a good faith effort attempt~~ to accommodate serious religious or moral objections to particular instructional materials by providing alternate materials whenever possible. ~~Regarding objections to certain library materials that are not a part of the curriculum or instruction, the parent/guardian may limit their child's access to those materials, without limiting the access of other students, by completing a Library Materials Opt-Out form.~~ However, attempts by parents or students to control what others read and study will be subject to careful scrutiny and questions by ~~instructional staff~~ school employees and the Board.

Complaints against instructional materials will be considered a most serious matter and will be processed in a very deliberate manner. ~~Therefore, using the following procedures are to be followed, step-by-step.~~

1. The material in question should first be discussed with the teacher or librarian who will report the results of this meeting to the principal. If satisfaction is not reached, the complainant may continue with Step 2.
2. The principal will meet to discuss the material with the complainant and the teacher or ~~building library staff~~ librarian. The results of the meeting will be reported to the Executive Director of Elementary/Secondary Academics. If satisfaction is not gained, the complainant will be given the form, "Request for Reconsideration of Instructional Materials," to fill out and return to the principal and superintendent before proceeding to Step 3. A separate form must be completed for each material challenged, and each complaint will be reviewed individually. ~~complete the form "Citizen's Request for Reconsideration of Educational Materials, (KLB-E)" in order to proceed to Step 3.~~

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**PUBLIC COMPLAINTS ABOUT THE CURRICULUM OR INSTRUCTIONAL
~~/LIBRARY MATERIALS~~**

3. The Superintendent will instruct the Executive Director of Elementary/Secondary Academics to appoint ~~and chair~~ a review committee composed of the following members:

- The ~~One~~ building principal.
- The building ~~One-certified~~ librarian.
- Two building teachers.
- One adult citizen. ~~Three parents~~

The committee members will review the completed form submitted by the complainant and will read or view the challenged material in its entirety. They will read reviews of the material from professional sources and review in full the materials and not form opinions based on isolated segments or images. The committee will respond to the complainant's answers to the questions on the form, "Request for Reconsideration of Instructional/~~Library~~ Materials." The committee may recommend by simple majority, by anonymous vote, that the questioned material be retained, moved to a different level, or not retained. The recommendation of the committee will be sent to the complainant by the Superintendent. If the complainant is not satisfied, he may continue with Step 4.

4. The Superintendent ~~and the complainant~~ will meet with the complainant to resolve the problem. If the complainant remains unsatisfied, the matter is to be directed to the School Board in Step 5. ~~to make a good faith effort to resolve the problem. If an impasse develops, the matter is to be directed to the Board in Step 5.~~
5. The School Board will review the recommendation of the review committee and examine all documentation prior to reaching a decision. Board members are encouraged to read the challenged materials. ~~The decision of the Board is the final step in the request for reconsideration of instructional materials.~~
6. If the Complainant is dissatisfied with the School Board's decision as to whether any material is obscene, the complainant may appeal the decision by filing an appeal to the circuit court pursuant to SDCL Ch. 13-46.

The challenged material will continue to be used during the reconsideration process, unless the Superintendent or School Board suspends its use.

Decisions on reconsidered materials will stand for ~~three (3) years~~ one (1) calendar year before new requests for reconsideration of those items will be entertained unless the decision of the School Board is modified by a judicial review.

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**PUBLIC COMPLAINTS ABOUT THE CURRICULUM OR INSTRUCTIONAL
~~LIBRARY~~ MATERIALS**

~~Three (3) years~~ **One (1) calendar year** must pass before material that has been censored or banned can be reinstated, or considered for reinstatement. After that time, the board may entertain a request by a parent/guardian, student, citizen, librarian or other district employee to consider reinstatement of the materials previously banned or censored.

REFERENCES

STATE REFERENCE:
 SDCL 22-24-55 [Restrict access to obscene materials](#)

Adoption History

First Reading	1/9/1989		
Approved	1/30/1989		
First Reading-Revision	11/26/1991		
Adoption History Continued			
Approved-Revisions	1/14/1992		
First Reading-Revision	1/28/2008		
Approved-Revision	2/11/2008		
First Reading-Revised	2/26/2024		
Approved-Revised	3/11/2024		

SECTION	I	TITLE	INSTRUCTION	FILE	IIAC
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Library Materials Selection and Adoption

The Board endorses the School Library Bill of Rights, as adopted by the American Library Association. In selecting library materials, the District will:

1. Provide materials that will enrich and support the curriculum, taking into consideration the varied interests, abilities, and maturity levels of the students served.
2. Provide materials that will stimulate growth in factual knowledge, literary appreciation, aesthetic values, and ethical standards.
3. Provide a well-balanced and broad collection of materials that will enable students to make informed judgments in their daily lives.
4. Provide materials representing different viewpoints of controversial issues so that young citizens may develop under guidance the practice of critical reading and thinking.
5. Provide diversity in materials, representative of the many religious, ethnic, and cultural groups and their contributions to our American heritage.
6. Place principle above personal opinion and reason above prejudice in the selection of materials of the highest quality in order to assure a comprehensive collection appropriate for the users of the library.

The District will not select obscene library matter or materials. For the purposes of this policy, obscene matter or materials is defined as material:

- The dominant theme of which, taken as a whole, appeals to the prurient interest, which is a shameful or morbid interest in nudity, sex, or excretion, which goes substantially beyond customary limits of candor in description or representation of such matters; and
- Patently offensive because it affronts contemporary community standards relating to the description or representation of sado-masochistic abuse or sexual conduct; and
- Lacks serious literary, artistic, political, or scientific value.

Initial purchase suggestions for library materials may come from all personnel—teachers, coordinators, administrators. Students will also be encouraged to make suggestions. The librarian will be responsible for evaluation and recommendation of all library materials ~~recommended~~ to be included in the school library. ~~Selection will be assisted through the use of preview examinations, recommendations, research data, and standard evaluation aids.~~ Lost and worn materials with continuing educational value will be replaced. Items obsolete, outdated, or irrelevant will be removed. Final approval and authority for distribution of funds will rest with the building principal, subject to approval of the Superintendent or designee and in keeping with the Board approved budget.

Criteria for Materials Selection

Selection of library materials will be based on:

SECTION	I	TITLE	INSTRUCTION	FILE	IIAC
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Library Materials Selection and Adoption

- Relevancy or permanent value
- Accuracy
- Authoritativeness
- Readability
- Clear presentation and format
- Educational significance
- Need and value to the collection
- Age appropriateness
 - Elementary (grades PK-5, ages 0-10)
 - Middle School (grades 6-8, ages 10-13)
 - High School (grades 9-12, ages 13-17)

Gifts of library books will be accepted in keeping with the above policy on selection. Complaints about library books will be handled in line with Board policy on complaints about instructional materials. The challenged material will continue to be used during the reconsideration process, unless the Superintendent or School Board suspends its use. Decisions by the Superintendent or School Board on reconsidered materials ~~on reconsidered materials~~ will be binding for one (1) calendar year ~~three (3) years~~ before new requests for reconsideration of those items will be entertained unless the decision of the School Board is modified by a judicial review.

~~Three (3) years~~ One (1) calendar year must pass before material that has been censored or banned can be reinstated, or considered for reinstatement. After that time, the board may entertain a request by a parent/guardian, student, citizen, librarian or other district employee to consider reinstatement of the materials previously banned or censored.

This policy will be published on the district's website.

REFERENCES

State Reference:
 SDCL 22-24-25 [Municipal and county power to regulate obscene materials or obscene live conduct not preempted.](#)
 SDCL 22-24-27 <https://sdlegislature.gov/Statutes/22-24-27>
 SDCL 22-24-55 [Restrict access to obscene materials](#)
 SDCL 22-24-57 [Complying public school or library not liable for damages](#)

Policy Reference:
[KLB](#) - Public Complaints about Curriculum or Instructional/Library Materials

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Library Materials Selection and Adoption

Adoption History			
First Reading	10/13/2015	First Reading-Revised	10/15/2024
Approved	10/26/2015	Approved - Revised	10/28/2024
First Reading-Revision	5/28/2024		
Approved	6/10/2024		

SECTION	J	TITLE	STUDENTS	FILE	JEA
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COMPULSORY ATTENDANCE AGE

Under South Dakota law, a child who is at least six (6) years old by ~~the first day of~~ September 1st, but who has not exceeded the age of eighteen (18), ~~is of compulsory school age~~ must regularly attend a public or non-public school or receive alternative instruction as set forth in state law, unless excused. It is the responsibility of every person having under their control a child between those ages to see to the child’s attendance at school, either public, nonpublic, or alternative instruction until the child has reached the age of eighteen (18), unless excused, graduated, or withdraws as allowed by law.

A child may withdraw from school attendance at age seventeen with the written consent of that child’s parent, guardian, or other custodian. The district will keep the documentation of such written consent and will forward a copy to the Department of Education within thirty days of receipt.

All children shall attend kindergarten prior to age seven. Any child who transfers from another state may proceed in a continuous educational program without interruption if the child has not previously attended kindergarten.

Any person who does not see to the school attendance or alternate instruction of a child in their care may be guilty of a misdemeanor and if convicted, may be subject to a fine as established by law.

No student will be denied the right of attending school without due process of law.

REFERENCES

State Reference:

- [SDCL 13-27-1](#)
- [SDCL 13-27-1.1](#)
- [SDCL 13-27-1.3](#)
- [SDCL 13-27-2](#)
- [SDCL 13-27-11](#)
- [SDCL 13-27-12](#)
- [SDCL 13-27-16](#)
- [SDCL 13-32-4.1](#)

Adoption History

First Reading	10/12/10	First Reading-Revised	05/22/2023
Approved	10/25/10	Approved - Revised	06/12/2023
First Reading- Revisions	11/09/15		

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Approved - Revisions	11/23/15		
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SECTION	J	TITLE	STUDENTS	FILE	JEG
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EXCLUSIONS AND EXEMPTIONS FROM SCHOOL ATTENDANCE

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

1. Verification ~~from a school administrator~~ that the child will not graduate with the child's cohort class because of credit deficiency;
2. Authorization from a court services officer;
3. A court order requiring the child to enter the program;
4. Verification that the child is under the direction of the Department of Corrections; OR
5. Verification that the child is enrolled in Job Corps as authorized by 29 U.S.C. §§ 3191 to 3212, inclusive (January 1, 2009) ~~Title I-C of the Workforce Investment Act of 1998, as amended January 1, 2009.~~

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

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

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

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

