

DOUGLAS SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA

Monday, November 10, 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/94610483001?pwd=XSx0qBaUjAa6bw1LETv0bDeIE31sHX.1>
Meeting ID: 946 1048 3001
Passcode: 062780

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. Consent Agenda Items:
 - A. Approval of Regular Meeting Minutes for October 27, 2025.
 - B. Approve Personnel Action
 - C. Approve the Purchases and Issuing of Accounts Payable and Payroll

- D. Approve the appointment of all board members as Legislative Action Network (LAN) members for the 2026 legislative session.
 - E. Approve Conflict Disclosures and Waiver Authorizations Pursuant to SDCL 3-23-3
9. Items Removed From Consent Agenda
10. Elementary and Secondary Curriculum and Instruction Items:
11. Superintendent Items:
- A. Approve Construction Manager Agreement with Gustafson Builders for the Douglas Middle School Addition/Renovation.
12. Fiscal Resources Items:
13. Operational Support Services Items:
- A. Approve First Reading of Revised Board Policy BD - School Board Meetings.
 - B. Approve First Reading of Revised Board Policy BDC - Executive Sessions
 - C. Approve First Reading of Revised Board Policy BDDE - Parliamentary Procedure
 - D. Approve First Reading of Revised Board Policy CBA - Superintendent Job Description
 - E. Approve First Reading of Revised Board Policy IIBFA - Use of Artificial Intelligence Technology.
 - F. Approve First Reading of Revised Board Policy JFC - Student Conduct
 - G. Approve First Reading of Revised Board Policy JFA - Student Due Process Rights
 - H. Approve First Reading of Revised Board Policy JFCD - Student Bullying
 - I. Approve First Reading of Revised Board Policy JFCH - Alcohol and Other Drug Use by Students
14. Reports:
- A. Superintendent:
 - 1. Capital Outlay Process Review/Updates
 - 2. Superintendent Evaluation Schedule

3. Staff Experience Survey Update

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

15. Upcoming Calendar Events:

November 11 - No School, Holiday

November 21 - ASBSD Delegate Assembly, Pierre

November 24 - BOE Meeting, 5:00 pm

November 26-28 - No School, Thanksgiving Break

December 4 - Central Office Annual Staff Openhouse, 8-3:30

December 8 - BOE Meeting, 5:00 pm

16. Executive Session

17. Action As A Result of Executive Session

18. Adjournment

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

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

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

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

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

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

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

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

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

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

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

1. Agenda and Non Agenda Items:

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

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

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

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

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

3. Authority of Presiding Officer:

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

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

REFERENCES

State Reference:

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

Policy Cross Reference:

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

Adoption History

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

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

DATE _____

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

Please print legibly.

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

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

This is the time for the Public Forum.

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

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

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

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

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

Adopted: 3/14/2022

MINUTES
DOUGLAS SCHOOL DISTRICT
BOARD OF EDUCATION MEETING

Monday, October 27, 2025

The Douglas School District No. 51-1 Board of Education held a Regular meeting on Monday, October 27, 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: Absent, Tanya Gray: Present, Amy McGovern: Present, Chris Misselt: Absent, Tonya Welch: Present. Paul Koecher: Associate Board Member, present; Jo Anne Mulholland: Associate Board Member Alternate, present.

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

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

Superintendent Kevin Case congratulated the Douglas Tech Club for winning the 2025 Pumpkin Chunkin' competition this year, even beating the local college teams. The club's president explained the process, the challenges, and the problem-solving skills involved in winning the event.

Douglas School Board members received the ALL Gold Level Award this year for their actions, learning, and leadership through Associated School Boards of South Dakota. The School Board was recognized for its dedication to enhancing student, staff, and family support by its commitment to public service.

There was nothing for public forum.

Motion to approve the agenda with amendment. This motion, made by Amy McGovern and seconded by Tonya Welch, Carried.

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

Approved Regular Board Meeting Minutes for October 14, 2025.

Approved September 2025 Financial Reports. (Attachment)

Approved Accounts Payable Report. (Attachment)

Approved the Cooperative Agreement between Youth and Family Services and Douglas School District for the 2025-26 school year.

Approved an additional \$7,150.72 for the additional Pre-Kindergarten classroom.

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

Elementary and Secondary Curriculum and Instruction Items:

High School Activities Director Josh Haaland shared an overview of the new summer strength and conditioning program, Patriot Power. Initially, 161 students signed up with 107 students completing the program successfully. This is the first year to use the Bound electronic platform for activities registration, scheduling, rostering, ticketing, promoting events and concessions. More features of the Bound program will be implemented during the second semester. It has been well received and is a great tool for data collection.

Superintendent Items:

Motion to approve Items 10A and 10B as recommended. This motion, made by Tonya Welch and seconded by Amy McGovern, Carried.

Approved Student Assignment Request as recommended.

Approved Open Enrollment Application as recommended under the Board Policy JECB, Emergency Clause.

Fiscal Resources Items:

Motion to approve McKinney-Vento Homeless Children & Youth grant in the amount of \$20,000. This motion, made by Amy McGovern and seconded by Tonya Welch, Carried.

Operational Support Services Items:

Hear Informational Reading of revised board policies (recommended ASBSD language changes):

Revised Board Policy BD - School Board Meetings

Revised Board Policy BDC - Executive Sessions

Revised Board Policy BDDE - Parliamentary Procedure

Revised Board Policy CBA - Superintendent Job Description

Revised Board Policy IIBFA - Use of Artificial Intelligence Technology

Revised Board Policy JFC - Student Conduct

Revised Board Policy JFA - Student Due Process Rights

Revised Board Policy JFCD - Student Bullying

Revised Board Policy JFCH - Alcohol and Other Drug Use by Students

Reports:

Superintendent Kevin Case reviewed the process outlined by Studer Education for the parent/caregiver survey given last spring. Focus groups which included parents, developed an action plan for the selected area of improvement: "I receive positive phone calls, emails or notes about my child from the school." During the first quarter, buildings and departments had a goal to send parents positive feedback notes. A quick survey or pulse check was given to parents at parent/teacher conferences, and it showed significant gains.

Superintendent Kevin Case commented on the recent Employee Engagement Survey which closed last week with 408 staff members completing the survey. Principals and coordinators will

see their building/department data tomorrow and begin planning the staff rollout for January PD days.

Committee Reports from Board Members and Comments from Associate Board Members

Jo Anne Mulholland is glad to be back to work.

Amy McGovern attended the Box Elder Area Chamber of Commerce meeting last week. There are several new and returning events coming to The Box this fall and winter.

Paul Koecher stated the planes will be back to Ellsworth in early December.

Tanya Gray attended the Black Hills Special Services Cooperative Board of Directors meeting. It showcased its driver's education program at the last meeting.

Motion to move into executive session for personnel according to SDCL 1-25-2.1 at 5:47 p.m. This motion, made by Amy McGovern and seconded by Tonya Welch, Carried.

President Tanya Gray called the Board out of executive session at 6:13 p.m.

Motion to approve personnel action for October 27, 2025. This motion, made by Amy McGovern and seconded by Tonya Welch, Carried.

Motion to assess liquidated damages of \$4,000 to T. Ladwig per Board Policy GCPB - Resignation of Professional Staff Members. This motion, made by Amy McGovern and seconded by Tonya Welch, Carried.

Motion to adjourn the meeting at 6:15 p.m. This motion, made by Amy McGovern and seconded by Tonya Welch, Carried.

Tanya Gray, President

Trista Olney, Business Manager

_____ Initials

_____ Date

Published once at the total approximate cost of _____.

**DOUGLAS SCHOOL DISTRICT
PERSONNEL ACTION 10/27/2025**

Employee Leave of Absence Requests

Name	Building	Position	Effective Date
BOE See Attached			

Certified Resignations/Terminations

Name	Position	Location	Effective Date
Amanda Duvall	6th Grade Language Arts	MS	5/22/2025
Travis Ladwig	7th ELA Teacher	MS	10/20/2025 / Assess \$4000 Liquidated Damages

Classified Retirements

Name	Position	Location	Effective Date
Grant Savage	Bus Driver	Transportation	10/22/2025

Classified Resignations/Terminations

Name	Position	Location	Effective Date
Travis Ladwig	Boys Asst BB Coach	HS	10/20/2025
Travis Ladwig	6th Track Coach	MS	10/20/2025
Chelsie Huseby	Instructional Aide	FC	10/24/2025

Classified Staff Hiring

Name	Location / Position	Wage	Effective Date
Douglas Alfson	Trans/Bus Driver	\$21.75	11/4/2025
Douglas Alfson	Maint/ .5 Groundskeeper	\$21.75	11/4/2025

Substitute Hires

Name	Substitute Teacher	Substitute Classified	Effective Date
Michele Smith	Substitute Teacher	Per Substitute Pay Rate	9/11/2025
Susan Brown	Substitute Teacher	Per Substitute Pay Rate	8/18/2025
Bradley Cummings	Substitute Teacher	Per Substitute Pay Rate	9/5/2025
Sarah Wells	Substitute Teacher	Per Substitute Pay Rate	9/5/2025
Ashley Gullage	Substitute Teacher	Per Substitute Pay Rate	9/22/2025
Ciarra Hall	Substitute Teacher	Per Substitute Pay Rate	9/30/2025
Keri Carpenter	Substitute Teacher	Per Substitute Pay Rate	9/25/2025
Benjamin Markwardt	Substitute Teacher	Per Substitute Pay Rate	9/26/2025
Sage Killmeyer	Substitute Teacher	Per Substitute Pay Rate	10/6/2025
Amiyah LaBine	Substitute Teacher	Per Substitute Pay Rate	9/23/2025
Allison Olson	Substitute Teacher	Per Substitute Pay Rate	10/1/2025
Dana Otero	Substitute Teacher	Per Substitute Pay Rate	10/2/2025
Matthew Wright	Substitute Teacher	Per Substitute Pay Rate	10/3/2025
Christine Inskip	Substitute Teacher	Per Substitute Pay Rate	10/8/2025
Ethan Lichtenfeld	Substitute Teacher	Per Substitute Pay Rate	10/10/2025
Carmen Munoz	Substitute Teacher	Per Substitute Pay Rate	10/20/2025
Rachel Palmer	Substitute Teacher	Per Substitute Pay Rate	10/17/2025
Brianna Byrd	Substitute Teacher	Per Substitute Pay Rate	10/22/2025

September 1, 2025 FINANCIAL	GENERAL FUND	CAPITAL OUTLAY	SPECIAL EDUCATION
BALANCE 08/31/25	1,077,337.41	798,490.48	2,002,302.50
RECEIPTS:			
TAXES	21,033.06	16,238.12	8,143.88
INTEREST	1,494.19	0.00	0.00
ADMISSIONS	6,620.60	0.00	0.00
LOCAL	977.42	0.00	0.00
COUNTY	17,115.67	0.00	0.00
STATE	1,429,500.00	0.00	329,591.00
FEDERAL		0.00	220.12
OTHER	2,247.16	56.57	9,581.94
INTERFUND TRAN.	14,439.25	0.00	0.00
TOTAL RECEIPTS:	1,493,427.35	16,294.69	347,536.94
DISBURSEMENTS:			
VERIFIED CLAIMS	378,221.14	798,990.18	49,519.09
SALARIES	1,872,679.20	0.00	499,438.37
TRANSFERS OUT	0.00		
BALANCE 09/30/25	319,864.42	15,794.99	1,800,881.98
BALANCE 09/30/24	648,785.22	(713,466.30)	1,852,808.79

September 1, 2025 FINANCIAL	FEDERAL PROJECTS	UNEMPLOY- MENT FUND
BALANCE 08/31/25	23,204.04	48,686.70
RECEIPTS:		
LOCAL		
STATE		
FEDERAL		0.00
REIMBURSEMENTS	0.00	
OTHER (LOCAL) -AFROTC	0.00	0.00
INTERFUND TRAN.		
TRANSFER IN		
TOTAL RECEIPTS:	0.00	0.00
DISBURSEMENTS:		
VERIFIED CLAIMS	0.00	0.00
SALARIES	85,705.96	0.00
TRANSFERS OUT		
BALANCE 09/30/25	(62,501.92)	48,686.70
BALANCE 09/30/24	(2,649,292.70)	49,497.51

September 1, 2025 FINANCIAL	DEP CARE	MEDICAL REIMB	IMPACT AID
BALANCE 08/31/25	2,835.50	208.25	30,035,952.54
RECEIPTS:			
INTEREST	0.00	0.00	14,439.25
FEDERAL	0.00	0.00	0.00
LOCAL	1,396.26	3,508.38	0.00
OTHER			
INTERFUND TRAN.			
LOANS			
TOTAL RECEIPTS:	1,396.26	3,508.38	14,439.25
DISBURSEMENTS:			
VERIFIED CLAIMS	1,571.68	4,296.77	0.00
EXPENDITURES/TRANSFERS OUT	0.00	392.68	54,439.25
BALANCE 09/30/25	2,660.08	(972.82)	29,995,952.54
BALANCE 09/30/24	1,506.28	(7,677.33)	27,685,539.54

September 1, 2025 FINANCIAL	FOOD SERVICE	FIDUCIARY FUNDS
BALANCE 08/31/25	151,746.24	263,370.47
RECEIPTS:		
INTEREST		
SALES	60,586.03	0.00
STATE	58,878.88	0.00
FEDERAL	0.00	0.00
LOCAL	2,275.97	36,732.19
OTHER	0.00	0.00
INTERFUND TRAN.	40,000.00	
LOANS		
TOTAL RECEIPTS:	161,740.88	36,732.19
DISBURSEMENTS:		
VERIFIED CLAIMS	161,740.88	48,796.43
SALARIES	20,324.05	0.00
BALANCE 09/30/25	131,422.19	251,306.23
BALANCE 09/30/24	182,388.89	284,942.18

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
AQUAPHOENIX SCIENTIFIC	186513		1,175.29
BJ'S INSTRUMENT REPAIR	186517		80.00
BLACK HILLS CHEMICAL CO	186518		6.99
BLACK HILLS CONFERENCE	186519		150.00
BLACK HILLS ENERGY- AUTO PAY	269		37,677.10
BOX ELDER HARDWARE	186520		2,613.87
CDW EDUCATION	186521		121.20
CITY OF BOX ELDER	186522		12,250.21
COLONIAL RESEARCH CHEMICAL CORP	186523		244.71
COLUMN SOFTWARE PBC	186524		345.44
CONSOLIDATED ELECTRICAL DISTRIBUTERS,	186525		1,404.00
CONVERGINT TECHNOLOGIES LLC	186526		65,930.67
D AND D PAINTING LLC	186527		3,550.99
DAKOTA BUS SERVICE, INC.	186528		5,040.00
DAKOTA SUPPLY GROUP, INC.	186529		748.03
DEMCO, INC	186530		345.14
DIGIKEY	186531		356.99
DOUBLETREE RAPID CITY DOWNTOWN	186532		180.88
EMC INSURANCE COMPANIES	186533		2,000.00
EVERGREEN OFFICE PRODUCTS	186535		589.94
FIDUCIARY ACCOUNT	186536		15,238.06
FOOD SERVICE	186537		15.86
HAUFF MID-AMERICA SPORTS INC.	186538		1,109.50
HIGH POINT NETWORKS, LLC	186539		115.00
HILLS SEPTIC SERVICE	186540		276.12
JW PEPPER & SONS, INC.	186542		100.00
KETEL THORSTENSON, LLP	186543		8,000.00
KIEFFER SANITATION, INC.-AUTO PAY	272		5,415.50
KUTA SOFTWARE	186544		1,248.00
LYNN'S DAKOTAMART	186546		149.36
MENARDS	186548		127.12
MIDCONTINENT COMMUNICATIONS- AUTO PAY	271		1,587.39
MIDWEST CONNECT	186549		156.00
MINILOTS	186550		148.61
MOSYLE CORPORATION	186551		18.32

MUSIC THEATRE INTERNATIONAL	186552	735.00
NASCO EDUCATION LLC	186553	38.80
NIMCO, INC.	186556	544.56
NORTH CENTRAL BUS & EQUIPMENT CO. INC	186557	712.54
QPR INSTITUTE	186559	29.95
RIVERSIDE TECHNOLOGIES INC	186562	6,708.00
SHERATON HOTEL AND CONVENTION CENTER	186564	449.38
SKILLSUSA SOUTH DAKOTA	186565	840.00
SOFTWARE UNLIMITED INC	186566	199.00
SPARTAN STORES, LLC.	186567	65.94
STAGECOACH WEST BUS INC	186568	1,000.00
STONE, GREG	186569	250.00
STURGIS BROWN HIGH SCHOOL	186570	725.00
THEMES AND VARIATIONS	186572	200.00
TITAN MACHINERY	186573	1,573.98
TURF TANK	186574	899.20
VOYAGER FLEET SYSTEMS, INC.	186575	198.33
WOODCRAFT SOLUTIONS LLC	186577	82.00
GENERAL FUND		183,767.97
BAIRD, AMANDA	186515	12.11
INTEGRATED TECHNOLOGY & SECURITY	186541	20,023.45
POURIER, ABIGAIL	186558	10.00
CAPITAL OUTLAY		20,045.56
AUTISM PRODUCTS.COM	186514	42.41
BEST WESTERN PLUS RAMKOTA HOTEL	186516	440.00
ESTMAN, GEORGEANN	186534	240.24
LEARNING WITHOUT TEARS	186545	222.75
MACKIE, BRENDA	186547	451.36
NATIONAL ASSOCIATION OF SCHOOL	186554	672.00
NCS PEARSON, INC.	186555	84.90
RATWIK, ROSZAK & MALONEY, P.A	186560	1,709.68
RIVERSIDE INSIGHTS	186561	2,048.23
TALK TO ME TECHNOLOGIES, LLC	186571	7,495.00
WESTERN PSYCHOLOGICAL SERVICES	186576	984.50
SPECIAL ED		14,391.07
SD DEPARTMENT OF LABOR AND REGULATION	186563	1,176.00

UNEMPLOYMENT		1,176.00
		219,380.60
CASH-WA DISTRIBUTING COMPANY, INC.	12888	3,819.94
CLIMATE CONTROL SYSTEMS AND SERVICE	12889	8,638.00
COCA-COLA BOTTLING CO HIGH COUNTRY	12890	546.00
PAN-O-GOLD BAKING COMPANY, INC.	12891	701.46
PIZZA HUT- BOX ELDER	12892	297.50
PRAIRIE FARMS	12893	5,107.57
REINHART FOOD SERVICE LLC	12894	6,449.88
SERVALL TOWEL & LINEN SUPPLY, INC.	12895	187.80
SYSCO MONTANTA	12896	6,264.79
FOOD SERVICE		32,012.94
ADKINS-HEYDON, LAURIE	50507	291.81
ADMIRAL BEVERAGE OF THE BLACK HILLS	50487	1,397.59
ARTHUR, ASHLEY	50509	297.55
BEAULIEU, BRYAN	50510	100.00
BLACK HORN, GAYLA	50511	337.66
Clark, Michael	50512	3,378.00
DEMENT-OSBORN, GENEVIEVE	50488	153.96
Distel, Brett	50513	225.00
DRAB, FRANCIS	50514	239.41
DSCHAAK, ETHAN	50489	198.47
DURR, LAURIE	50515	239.41
GENERAL FUND	50516	12,580.00
GETTERT, DAN	50517	100.00
Grindle, Arianna	50490	196.00
HOLLINSHEAD, LEANN	50518	385.00
JD PRODUCTIONS	50492	900.00
LANGE, SCOTT	50493	153.96
MENARDS	50494	489.73
NELSEN, TANYA	50519	239.41
REAL DEAL ACTIVEWEAR, LLC	50495	2,131.41
ROGERS, BRITTANY	50520	234.67
RUSHMORE REGION	50506	182.00
SCHMIDT, LORETTA	50496	1,158.00

SCHNEIDER, RENAE	50521	293.12
STRICHERZ, JESSE	50522	243.84
TUCKER, BRAD	50523	253.96
TUCKER, TANNER	50498	154.68
WALKER, CALLIE	50524	413.82
WESTERN DAKOTA TECHNICAL INST.	50500	6,000.00
WHITING, KELLY	50525	258.37
WHITING, LORIE	50502	83.96
STUDENT ACTIVITY		33,310.79
Grand Total:		284,704.33

**DOUGLAS SCHOOL DISTRICT
PERSONNEL ACTION 11/10/2025**

Classified Authorization Amendments

Name	From Bldg / Position / Hrs / Wage	To Bldg / Position / Hrs / Wage	Effective Date
Shawnee Hellman	MS/Admin Asst 2/7 hrs/\$17.75	MS/Admin Asst 2/7 hrs/\$18.50	10/08/2025

Classified Service Factor Bonus

Name	Position/Years	Amount	Dates of Service
Caydean Lawler	Custodian / 10 Years	\$906.84	10/26/2015-10/26/2025

Certified Retirements

Name	Position	Location	Effective Date
David Carroll	Instructional Leader	BC	05/22/2025

Certified Resignations/Terminations

Name	Position	Location	Effective Date
Michelle Mlinar	Special Ed Teacher	MS	05/23/2025

Classified Retirements

Name	Position	Location	Effective Date
Juanita Harrington	Admin. Assistant 3	CO	6/5/2026

Classified Resignations/Terminations

Name	Position	Location	Effective Date
Amber Lewis	Bus Driver	Trans	10/09/2025
Kaitlin Heier	8th Girls Basketball	MS	2026-2027
Kaitlin Heier	7th Boys Basketball	MS	2025-2026
Darrell One Horn	Bus Driver	Trans	10/30/2025

Classified Staff Hiring

Name	Location / Position	Wage	Effective Date
Craig Callan	CA / Instructional Aide EC Sped	\$17.00	11/17/2025
Ashley Gullage	FC/Instructional Aide	\$17.00	11/3/2025
Audrey Gerlach	Trans/Bus Driver	\$24.00	11/3/2025

Temporary Hires

Name	Position	Salary	Effective Date
Mack Vinson	HS Asst. Boys Basketball	\$4,403.00	1/1/2026
Kaitlin Heier	HS Asst. Girls Basketball	\$4,403.00	1/1/2026

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

PAYROLL EXPENDITURES

OCTOBER 7 2025

OCTOBER 21 2025

TOTALS

\$1,312,767.03

\$1,379,497.72

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
AMAZON.COM	186585		6,387.58
AMERICAN LIBRARY ASSOCIATION	186584		184.95
AMERICINN OF CHAMBERLAIN	186586		1,244.80
ANCORA PUBLISHING	186587		6,945.61
ANYPROMO	186584		337.12
APPLE INC	186588		259.95
ASBSD	186589		50.00
BELLE FOURCHE HIGH SCHOOL	186590		75.00
BEST WESTERN PLUS RAMKOTA HOTEL	186591		1,152.00
BJ'S INSTRUMENT REPAIR	186592		160.00
BLACK HILLS CHEMICAL CO	186593		14.85
BLACK HILLS ROOFING, INC.	186594		766.00
BLICK ART MATERIALS	186595		15.70
BOULDER CANYON COUNTRY CLUB	186584		22.00
BOX ELDER HARDWARE	186596		406.32
BUSSLER, JERRY	186597		150.00
CENTURYLINK	186599		518.75
CIRCLE K	186584		40.00
Clark, Karline	186600		81.42
CLASS SOLVER LLC	186601		809.20
CLUB WYNDHAM NASHVILLE	186584		263.09
COLUMN SOFTWARE PBC	186602		514.35
COMPRESSOR SOURCE	186584		23.95
CRESCENT ELECTRIC	186605		3,163.55
DAKOTA BUS SERVICE, INC.	186606		6,340.00
DAKOTA POTTER'S SUPPLY	186607		350.00
DAKOTA SUPPLY GROUP, INC.	186608		365.61
DAYS INN - WATERTOWN	186609		1,064.79
DIVISION OF CRIMINAL INVESTIGATION	186584		959.50
DRAMATISTS PLAY SERVICE INC	186610		1,025.00
EVENTBRITE	186584		240.00
EVERGREEN OFFICE PRODUCTS	186611		1,447.11
FOOD SERVICE	186614		301.94
GIMKIT	186584		59.88
GLOBAL INDUSTRIAL	186615		96.99

GOODWILL OF THE GREAT PLAINS	186584	122.28
HAGGERTYS MUSICWORKS	186616	170.00
HAUFF MID-AMERICA SPORTS INC.	186617	318.00
HD PARTS HOUSE	186618	635.77
HIGH POINT NETWORKS, LLC	186619	204.99
HILLYARD INC	186620	86.00
INDEED INC.	186584	33.52
INNOVATIVE OFFICE SOLUTIONS	186621	198.60
INSTITUTE FOR MULTISENORY EDUCATION	186622	1,500.00
JOSTENS INC	186584	74.76
JW PEPPER & SONS, INC.	186623	1,363.37
LYNN JACKSON SHULTZ & LEBRUN PC INC	186624	763.00
LYNN'S DAKOTAMART	186625	109.78
MATBOSS LLC	186626	259.00
MCKIE FORD, INC.	186627	86.12
MEADOWBROOK GOLF COURSE	186584	117.58
MENARDS	186628	1,012.88
MG OIL COMPANY, INC.	186629	3,504.78
MIDWEST BUS PARTS, INC.	186630	489.60
MONTANA DAKOTA UTILITIES COMPANY, INC.	273	2,275.60
MOSYLE CORPORATION	186631	20.60
NORTH CENTRAL BUS & EQUIPMENT CO. INC	186653	6,864.61
O'REILLY AUTO PARTS BOX ELDER	186633	788.06
OZARKE	186584	(184.57)
PIZZA HUT- BOX ELDER	186584	106.95
PLANK ROAD PUBLISHING	186634	451.80
QPR INSTITUTE	186584	29.95
QUADIENT	186636	182.85
QUILL CORPORATION	186584	160.00
RIVERSIDE TECHNOLOGIES INC	186637	6,497.00
ROBOTICS EDUCATION & COMPETITION	186584	1,030.00
SAM'S CLUB	186584	276.31
SCHOOL LIFE	186638	56.10
SD OFFICE OF WEIGHTS AND MEASURES	186639	84.00
SHERATON HOTEL AND CONVENTION CENTER	186584	761.65

SOCIETY FOR HUMAN RESOURCE MANGEMENT	186584	299.00
SQUARESIGNS	186584	884.10
STAGECOACH WEST BUS INC	186640	3,195.00
STAN HOUSTON EQUIPMENT COMPANY, INC.	186641	2,532.00
STUDER EDUCATION, LLC	186642	14,490.00
SUPPLYHOUSE.COM	186584	10.95
TEACHERS SYNERGY, LLC	186644	4.75
TERRYBERRY	186645	3,840.00
TYLER TECHNOLOGIES	186646	395.00
UNITED AIR LINES	186584	706.78
US BANK	186584	743.00
VANWAY TROPHY & AWARD, INC.	186648	69.71
VERIZON WIRELESS	186649	340.80
VIVACITY TECH PBC	186650	1,500.00
WAL-MART STORES INC	186584	656.96
WESTERN COMMUNICATIONS, INC.	186651	768.00
WESTERN STATIONERS	186652	10.90
GENERAL FUND		96,734.90
AMAZON.COM	186585	(17.65)
CENTURY BUSINESS	186598	14,498.58
COMBINED BUILDING SPECIALTIES, INC.	186603	122,406.00
FOLLETT CONTENT SOLUTIONS, INC	186613	2,999.77
INNOVATIVE OFFICE SOLUTIONS	186621	32,499.15
NORTH CENTRAL BUS & EQUIPMENT CO. INC	186654	158,680.00
SWIFTEC INC	186643	20,938.64
CAPITAL OUTLAY		352,004.49
AMAZON.COM	186585	1,021.23
CREATIVELY FOCUSED LLC	186604	9,625.00
DELTA AIR LINES	186584	805.08
EVERYWAY	186612	184.99
LYNN'S DAKOTAMART	186625	18.81
PRO-ED, INC.	186635	600.60
UNITED AIR LINES	186584	1,663.62
UNIVERSITY OF SOUTH DAKOTA	186647	50.00
US BANK	186584	3,941.70
WAL-MART STORES INC	186584	68.04

SPECIAL ED		17,979.07
AMAZON.COM	186585	104.66
GRANTS		104.66
CASH-WA DISTRIBUTING COMPANY, INC.	12899	2,279.01
CHILD AND ADULT NUTRITION	12900	594.88
CLIMATE CONTROL SYSTEMS AND SERVICE	12901	1,233.90
COCA-COLA BOTTLING CO HIGH COUNTRY	12902	1,041.00
D&R SERVICE, INC.	12903	697.40
MILLER, RENAE	12904	109.35
PAN-O-GOLD BAKING COMPANY, INC.	12905	1,042.50
PIZZA HUT- BOX ELDER	12906	770.00
PRAIRIE FARMS	12907	7,061.70
REINHART FOOD SERVICE LLC	12908	13,226.74
SERVALL TOWEL & LINEN SUPPLY, INC.	12909	187.80
SYSCO MONTANTA	12910	5,771.58
FOOD SERVICE		34,015.86
AMAZON.COM	50539	1,072.83
ARMY & AIR FORCE EXCHANGE SERVICES	50538	1,249.00
CASEY'S GENERAL STORE	50538	294.53
Clark, Michael	50540	1,356.00
CUSTOM INK	50538	3,499.61
EAFB EXCHANGE	50538	35.25
FIVE BELOW	50538	97.70
HUTCH'S CAFE, LOUNGE	50538	225.90
NINJA TRANSFERS	50538	60.51
SAM'S CLUB	50538	5,736.70
SASD	50541	825.00
SWEETWATER SOUND INC	50542	2,029.83
TARGET BANK	50538	92.81
VANWAY TROPHY & AWARD, INC.	50543	363.40
WAL-MART STORES INC	50538	44.94
YOST, KENYA	50544	819.00
STUDENT ACTIVITY		17,803.01
Grand Total:		518,641.99

AIA[®] Document A133[®] – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Sixteenth day of October in the year Two Thousand Twenty-Five

(In words, indicate day, month, and year.)

BETWEEN the Owner:

(Name, legal status, address, and other information)

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

and the Construction Manager:

(Name, legal status, address, and other information)

Heavy Constructors, Inc.
DBA Gustafson Builders
PO Box 3239.
Rapid City, SD 57709
605-342-3152

for the following Project:

(Name, location, and detailed description)

Douglas Middle School Addition/Renovation
Rapid City, SD 57719

The Architect:

(Name, legal status, address, and other information)

Collaborative Operandi Architecture, LLC, D.B.A. CO-OP Architecture
440 East 8th Street, Suite 221
Sioux Falls, SD 57103
(605) 334-9999

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Specific spaces needed will include those identified in Exhibit A which is attached and incorporated by this reference.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See attached Exhibit A

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Construction documents - January 2026

- .2 Construction commencement date:

Spring 2026

- .3 Substantial Completion date or dates:

August 2027

- .4 Other milestone dates:

§ 1.1.5 The Owner’s requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

N/A

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Kevin Case
400 Patriot Drive
Box Elder, SD 57719
605-923-0000
kevin.case@k12.sd.us

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Construction Manager’s submittals to the Owner are as follows:
(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

American Engineering Testing, Inc.
Walt Feeger
1745 Samco Road
Rapid City, SD 57702
605-388-0029

.2 Civil Engineer:

Towey Design Group
Michael Towey
147 Chrisholm Drive
Box Elder, SD 57719
605-600-3758

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Jared Carda
600 Kansas City Street #1
Rapid City, SD 57701
(605) 716-3652
jared@co-oparch.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Bob Wessel
4101 Deadwood Ave.
Rapid City, SD 57702
bobw@heavyconstructors.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

Bids shall be received in sealed envelopes and opened privately with the Owner, Architect, and Construction Manager present.

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not

warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

N/A

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties.

The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous

materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

\$15,000 upon completion and delivery of the GMP. GMP is to be delivered at 50% Construction Documents Phase.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

All costs associated with preconstruction are included in the \$15,000 fee.

Individual or Position	Rate
Project Manager	\$2,980 / week
Project Engineer	\$2,257 / week
Superintendent	\$3,360 / week
Rough Carpenter	\$56/hr
Finish Carpenter	\$68/hr
Laborer	\$44/hr

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

Five (5) % per annum

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager’s Fee.

§ 6.1.2 The Construction Manager’s Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)

Fee to be charged on cost of work is 5%. All remaining buyout savings, contingency, and extra reimbursables and or allowances not used as part of the cost of work shall be returned to the Owner

§ 6.1.3 The method of adjustment of the Construction Manager’s Fee for changes in the Work:

5% on subcontracted work and 8% profit and markup on self-performed work plus actual cost adjustments in general conditions.

§ 6.1.4 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:

Subcontractor shall not exceed more than 8% overhead and 5% profit.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

█
§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

█

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Project Manager - \$2,980 / week
Project Engineer - \$2,257 / week
Superintendent - \$3,360 / week
Rough Carpenter - \$56/hr
Finish Carpenter - \$68/hr
Laborer - \$44/hr

§ 7.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner’s property at the completion of the Work or, at the Owner’s option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner’s prior approval. The total rental cost of any such equipment may not exceed the

purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel

incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application

for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the previous month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;

- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5% retainage to be withheld until substantial completion of project.

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

N/A

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner’s audit and reconciliation, upon Substantial Completion.)

N/A

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager’s Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner’s

auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Five (5) % per annum

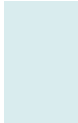
ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)



§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Article 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other: *(Specify)*



If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction

Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then

the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Owner pays Construction Manager for work completed at the time of termination.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
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§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

■

§ 14.5 Other provisions:

■

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 Building Information Modeling Exhibit, if completed:

■

.6 Other Exhibits:
(Check all boxes that apply.)

[■] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as

Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit A			

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

(Printed name and title)

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 official meeting a period for public comment, limited at the

SECTION	B	TITLE	Board Governance and Operations	FILE	BD
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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 1-25-13.

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 telecon=ference may be used to conduct a hearings. If the school board conducts an official meeting by telecon=ference, 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.

**DOUGLAS SCHOOL DISTRICT
Board Policy**

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(1-2)	Parliamentary Procedure
BDDF	Voting Method
BDDH / BDDH-E(1-2)	Public Participation at Board Meetings

Adoption History

**DOUGLAS SCHOOL DISTRICT
Board Policy**

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	6/30/2106	Approved-Revisions	7/14/2016
First Reading -Revisions	2/14/2022	Approved - Revisions	2/28/2022
Approved - Revisions	7/14/2025	Approved - Revisions	8/11/2025

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Executive Sessions

All official meetings of the school board are open to the public unless SDCL 1-25-2 and the appropriate subdivision of that statute is cited in a motion to close the meeting to the public.

As permitted by law, the school board may discuss some matters in executive (closed) session. An executive or closed meeting may be held only for the 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;
- (3) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters, or pertaining to matters to which the attorney-client privilege attaches;
- (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;
- (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. ~~Discussing information related to emergency or disaster response plans or protocols, safety or security audits or reviews as set forth in SDCL 1-27-1.5(8) and SDCL 1-27-1.5(17).~~

An executive or closed session may be held only upon a majority vote of the members of the Board present and voting. Discussion during the executive/closed session is limited to the purpose(s) specified in the closure motion(s). Nothing in state law or this policy prevents an executive or closed meeting if the federal or state Constitution or the federal or state statutes require or permit it.

All official actions concerning the matters discussed will be made only at an open official meeting.

By the very nature of the matter discussed in executive/closed session, the matters discussed shall be kept confidential by the Board and individual Board members (and the administration, as agents of the Board) unless and until allowed to be disclosed publicly by the individual(s) to whom the discussion relates or unless and until authorized or required by law.

It is therefore the policy of the Board that the Board and Board members shall respect the right of privacy of district employees and students, and neither the Board nor individual Board members shall disclose nor convey confidential information regarding District employees or students, the knowledge of which was acquired during executive / closed sessions unless authorized or required by law to disclose the information.

REFERENCES

State Reference:

SDCL 1-25-1	Official meetings open to the public
SDCL 1-25-1.1	Notice of meetings of public bodies
SDCL 1-25-2	Executive or closed meetings
SDCL 1-25-11	Recording of meeting permitted
SDCL 1-25-12	Definitions
SDCL 1-27-1.5(17)	Emergency or disaster response plans
SDCL 1-27-1.5(8)	Information pertaining to the protection of persons or property
SDCL 19-19-502	Lawyer-client privilege

Cross References:

BD	School Board Meetings
BDA	Electronic Communication by Board Members

Adoption History

Revised ASBSD Policy Language

First Reading	4/23/1989		
Approved	5/8/1989		
First Reading-Revision	4/23/2007		
Approved	5/14/2007		
First Reading-Revision	10/27/2014		
Approved	11/17/2014		
First Reading-Revision	2/14/2022		
Approved	2/28/2022		

**DOUGLAS SCHOOL DISTRICT
Board Policy**

SECTION	B	TITLE	Board Governance and Operations	FILE	BDDE
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PARLIAMENTARY PROCEDURE

The Board of Education shall utilize Robert’s Rules of Order for Parliamentary Procedure as the guide for conducting official meetings held by the Board of Education. However, in utilizing Robert’s Rules of Order for Parliamentary Procedure as a guide, it is not intended nor is it required that there be strict compliance with Robert’s Rules of Parliamentary Procedure. The Board President/Chairperson shall make all decisions related to parliamentary procedure that may arise during the course of a meeting. Any Board member may appeal the decision of the Board President/Chairperson to the full Board (school board members present at the meeting), and the Board shall, by majority vote, decide the procedural issue or question pending before the Board.

The purpose of parliamentary procedure is:

1. to establish guidelines by which the business of the governing board can be conducted in a regular and internally consistent manner;
2. to organize the meetings so that all necessary matters can be brought to the Board and that decisions of the Board can be made in an orderly and reasonable manner;
3. to ~~ensure insure~~ that members of the Board, concentrating on the substantive issues at hand, have the necessary information to make decisions, and to insure adequate discussion of decisions to be made; and
4. to ~~ensure insure~~ that meetings and actions of the Board are conducted so as to be informative to the staff and the public, and to produce a clear record of actions taken and decisions made.

REFERENCES

Policy Cross Reference:

BD School Board Meetings

Adoption History

First Reading	10/27/2014	Approved	11/17/2014
Review - First Reading	9/12/2022	Approved	9/26/2022
First Reading-Revision		Approved	

Revised ASBSD Policy Language

BOARD POLICY

Section C

General School Administration

File: CBA

SUPERINTENDENT JOB DESCRIPTION

Locator: 1:01
2/11/92**POSITION TITLE: SUPERINTENDENT OF SCHOOLS**

QUALIFICATIONS: Masters Degree or higher
A minimum of five years of successful experience in teaching and school administration
A valid administrative certificate with superintendent's endorsement
Such alternatives to the above qualifications as the Board may find appropriate

FUNCTIONS: To provide leadership in developing and maintaining the best possible educational programs and services.

REPORTS TO: Board of Education

SUPERVISES: All District personnel

TERMS OF EMPLOYMENT: Twelve months a year
Salary and vacation to be established by the Board

EVALUATION: Performance will be evaluated by the Board of Education based on responsibilities and goals.

RESPONSIBILITIES:**A. GENERAL**

1. Prepares Board agendas in cooperation with the Board president and attends all meetings of the Board of Education except when his employment and/or salary is under consideration.
2. Is responsible for the general supervision and direction of all schools of the district, its educational and support programs, and all personnel of the school district.
3. Coordinates the work of administrative staff members and provides counsel and support.
4. Coordinates necessary planning in professional negotiations between the Board of Education and the Douglas Education Association.

BOARD POLICY

Section C

General School Administration

File: CBA

SUPERINTENDENT JOB DESCRIPTION (CONTINUED)

B. POLICIES:

5. Administers and interprets Board of Education policy and provides administrative regulations for implementation.
6. Evaluates current policies related to the general organization of the school district and initiates new or revised policies and/or procedures when appropriate.
7. Acts on own discretion if action is necessary in any matter not covered by Board policy reports such action to the Board as soon as practicable, and recommends policy to provide guidance in the future.

C. PERSONNEL

8. Makes recommendations to the Board on personnel matters, including selection, staffing, assignment, promotion, transfer and termination of employment.
9. Is responsible for the periodic review of the organization and functioning of the administration of the district and for recommending to the Board any changes that may improve its efficiency.
10. Defines the duties of all personnel, subject to the approval of the Board and provides for objective evaluation of performance.
11. Delegates at his discretion the exercise of any powers or duties to other personnel with the knowledge that this action does not relieve the superintendent of responsibility for the action taken under such delegation.

D. CURRICULUM

12. Conducts a periodic review of the instructional program and advises the Board regarding recommendations for improving educational programs and services.
13. Recommends to the Board for adoption all courses of study, major changes in texts and curriculum, and time schedules to be used in the district.

E. BUDGET & FINANCE

14. Supervises the preparation and presentation of the annual budget for the school district and recommends it to the Board of Education for approval.
15. Establishes and maintains efficient procedures and effective controls for all expenditures of school funds in accordance with the adopted budget, subject to approval by the Board.
16. Advises the Board concerning school finance, especially federal impact aid.

BOARD POLICY

Section C

General School Administration

File: CBA

SUPERINTENDENT JOB DESCRIPTION (CONTINUED)

F. COMMUNITY

17. Implements a district and community information program through cooperative leadership, to keep the public informed of the policies, plans and program of the district.
18. Represents the district in its interaction with other school districts, institutions and agencies, community organizations, municipal government, and the general public.

G. PROPERTY AND FACILITIES

19. Makes recommendations regarding the acquisition of school sites, plans for new school facilities, and all major alterations of school structures.
20. Provides instructions and regulations governing the use and care of school property and facilities of the district.
21. Is responsible for scheduling the use of buildings and grounds by groups and/or organizations.

H. OTHERS

22. Provides for his/her professional growth.
23. Performs such other duties as may be assigned by the Board of Education.

Page 3 of 3

References	Adoption History	
Legal: ARSD 24:15:06:34	First Reading - Review Approved	01/26/15 02/09/15

SECTION	C	TITLE	SUPERINTENDENT JOB DESCRIPTION	FILE	CBA
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SUPERINTENDENT JOB DESCRIPTION

TITLE: Superintendent

JOB GOAL: To provide district-wide leadership in improving teaching and learning that increases achievement and promotes success of all students.

QUALIFICATIONS: 1. Three years experience in teaching and three years experience in school administration, totaling at least six years.

2. An earned Master’s Degree with a major in educational administration; preferably, completion of one year of graduate work beyond the Master’s Degree.

3. A valid teaching certificate issued by the Board of Education with a Superintendent endorsement.

4. Such alternatives to the above qualifications as the board may find appropriate and acceptable.

REPORTS TO: Board of Education

SUPERVISES: Directly or indirectly, every district employee.

CLASSIFICATION: Exempt

PROFESSIONAL RESPONSIBILITIES AND EXAMPLES OF DUTIES

1. Shared Vision

The superintendent is an educational leader who promotes the success of every student by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community. Functions include:

- A. Develop and implement a shared vision and mission;
- B. Collect and use data to identify goals, assess organizational effectiveness, and promote organizational learning;
- C. Create and implement plans to achieve goals;
- D. Promote continuous and sustainable improvement;
- E. Monitor and evaluate progress and revise plans.

2. **Culture of Learning**

The superintendent is an educational leader who promotes the success of every student by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth. Functions include:

- A. Nurture and sustain a culture of collaboration, trust, learning, and high expectations;
- B. Promote and ensure a comprehensive, rigorous, and district-wide coherent curricular program;
- C. Create a personalized and motivating learning environment for students
- D. Use data to determine needs and oversee provision of quality professional development to meet district needs;
- E. Use data to monitor the assessment and accountability systems to assure student progress;
- F. Develop the instructional and leadership capacity of staff;
- G. Promote the use of the most effective and appropriate technologies to support teaching and learning;
- H. Monitor and evaluate the impact of the instructional program.

3. **Leadership/Management**

The superintendent is an education leader who promotes the success of every student by ensuring management of the organization, operation, and resources for a safe, efficient, and effective learning environment. Functions include:

- A. Manage district budget, facilities and staff;
- B. Monitor and evaluate the management and operational systems;
- C. Obtain, allocate, align, and efficiently utilize human, fiscal, and technological resources;
- D. Promote and protect the welfare and safety of students and staff;
- E. Develop the capacity for distributed leadership;
- F. Ensure teacher and organizational time is focused to support quality instruction and student learning.

4. **Family and Community**

The superintendent is an educational leader who promotes the success of every student by collaborating with faculty and community members, responding to diverse community interests and needs, and mobilizing community resources. Functions include:

- A. Collect and analyze data and information pertinent to the educational environment;
- B. Promote understanding, appreciation, and use of the community's diverse cultural, social, and intellectual resources;
- C. Build and sustain positive relationships with families and caregivers;

- D. Build and sustain productive relationships with community partners.

5. **Ethics**

The superintendent is an educational leader who promotes the success of every student by acting with integrity, fairness, and in an ethical manner. Functions include:

- A. Conduct oneself in an ethical, fair, trustworthy and professional manner;
- B. Establish practices to promote personal, physical and emotional health;
- C. Demonstrate respect for diversity in students, staff and programs;
- D. Safeguard the values of democracy and equity;
- E. Consider and evaluate the potential moral and legal consequences of decision-making;
- F. Promote social justice and ensure that individual student needs guide all aspects of schooling.

6. **Societal Context**

The superintendent is an educational leader who promotes the success of every student by understanding, responding to, and influencing the political, social, economic, legal, and cultural context. Functions include:

- A. Advocate for children, families, and caregivers;
- B. Serve as an articulate advocate to community and legislature for issues beneficial to improved teaching and learning;
- C. Provide leadership for defining superintendent and board roles, mutual expectations, procedures for working together, and formulating appropriate district policies;
- D. Knows and supports the district school improvement plan and accurately reports progress on goals.

7. **Essential Functions**

In addition to the physical and mental capabilities implied by the responsibilities detailed above, the essential functions of the superintendent include the following:

- A. Reading, writing, hearing, listening, and speaking effectively with the ability to analysis data;
- B. The ability to sit and stand for periods of time, have use of hands, the ability to climb and other postures that may be required as duties are assigned;
- C. Specific vision abilities required by this job include close vision, distant vision and depth perception;
- D. Be able to occasionally lift/move items weighing up to 40 pounds;
- E. Must hold a valid drivers license and be able to drive to school locations and events;
- F. The position regularly requires evening and weekend work;
- G. The position deals with noise levels that of a typical school office and building setting;
- H. The position regularly requires the ability to handle stressful situations and resolve conflict.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and in not an exhaustive list of the duties performed for this position.

8. Other Duties

The superintendent performs these and other duties as may be assigned by the board, both consistent with local board policies and South Dakota Codified Law.

TERMS OF EMPLOYMENT:

Twelve months a year. Salary and benefits to be set by the board.

EVALUATION:

Performance of this job will be evaluated in accordance with board policy, based on performance indicators and/or progress on annual superintendent goals as set by the superintendent and board.

Approved by: _____ Date: _____

REFERENCES

State Reference:

ARSD 24:28:26:01 [School District Superintendent Endorsement](#)

Adoption History

First Reading	01/26/15		
Approved	02/09/15		
First Reading-Revision			
Approved			

SECTION	I	TITLE	INSTRUCTION	FILE	IIBFA
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USE OF ARTIFICIAL INTELLIGENCE TECHNOLOGY

This policy sets parameters for utilization ~~outlines the guidelines for the responsible integration~~ of artificial intelligence (AI) technology within the District, by students and employees. The purpose of this policy is to ensure ~~aiming to facilitate~~ fair and equitable academic assessments, promote ~~foster~~ critical thinking, and maintain an equal ~~a level~~ playing field for all students.

AI technology ~~includes encompasses various~~ any forms of digital content, such as ~~including~~ text, images, videos, or audio, that is created ~~generated~~ by artificial intelligence systems without direct human intervention. These AI systems employ advanced algorithms, machine learning techniques, natural language processing, or automated decision-making ~~systems to generate processes to produce~~ content that ~~mimics simulates~~ human creativity and decision-making processes.

Student Use

Students are prohibited from incorporating AI technology into their assignments or projects, unless instructional staff tells students that AI can be used for a specific assignment, portion of assignment, or project. Student assignments and projects must rely solely on human effort and intellect.

Students must uphold the principles of academic integrity by submitting work that is solely their own, demonstrating their knowledge, skills and abilities acquired through personal effort and study. The use of AI technology in assignments and projects undermines the authenticity and individuality of students' work.

Students are encouraged to explore and utilize a wide range of technological tools and resources that are not AI-dependent to enhance their assignments and projects. This includes traditional research methods, computer programs, software applications, and other non-AI-based tools that support academic learning and creativity. AI technology may be used for clarification or explanations to understand complex texts or to assist in brainstorming ideas, topics, and writing prompts. Any such use should be cited. Students may not pass off any AI technology as their own work, such as by copying text or images from AI programs without proper attribution. Text or images copied directly from AI generated content must be properly cited. Other uses of AI must be clearly described at the end of the assignment or project.

If instructional staff allow student use of AI technology in connection with a specific project or assignment, students must use AI only as permitted. Students must disclose the AI tool used, and attribute and cite AI text and images properly when used in the student's work.

A student who uses AI technology without permission, who uses it in an improper way, or who otherwise violates this policy will constitute a violation of the District's code of conduct, cheating, plagiarism, and/or academic dishonesty policy, and/or provisions stated in the student handbook, and will be subject

SECTION	I	TITLE	INSTRUCTION	FILE	IIBFA
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to student discipline.

~~Students are encouraged to explore the innovative possibilities of AI technology in their assignments or projects, provided that instructional staff explicitly permits its use for specific tasks. While assignments and projects should primarily reflect human effort and intellect, students have the opportunity to leverage AI tools, under approved circumstances.~~

~~Maintaining academic integrity is paramount, and students should submit work that authentically represents their knowledge and skills. Although the use of AI technology is discouraged for the entirety of assignments, students are free to utilize it for clarification, explanations, or brainstorming ideas, with proper citation. Any direct incorporation of AI-generated content should be clearly cited.~~

~~If instructional staff allows the use of AI technology, students must disclose the AI tool employed and appropriately cite AI-generated text and images. Unauthorized use of AI technology will be considered a violation of the District's code of conduct, Acceptable Use Policy constituting cheating, plagiarism, or academic dishonesty.~~

Staff Use

The District recognizes that staff may use AI technology to assist in tasks such as creating lesson plans, augmenting grading efficiency and consistency, designing assignments, and streamlining administrative tasks. However, overreliance on AI technology is discouraged. Instructional staff should be mindful of concerns around the use of AI products such as student privacy, data privacy and security, plagiarism, bias, equity considerations, academic integrity, misinformation and inaccuracies based on the data used to train the AI generated content.

Instructional staff using AI technology must ensure that the AI technology tool complies with the District's security and privacy policies and federal and state laws and regulations, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

Allowing student use of AI technology in a specific assignment or project must be to support or enhance students' learning and critical thinking, not bypass or replace it. If students are instructed that they may use AI in an assignment or project, instructional staff must first communicate to the students the extent to which students may use AI technology for that specific project or assignment and the opportunities and prohibited uses of AI tools. Students should be instructed on the potential risks of using AI and what responsible use looks like, including safety cautions about sharing personal data with AI platforms. Instructional staff should also communicate to students that AI programs can have implicit bias, and will be time-constrained as most AI platforms do not have data for the last 24 months, and that students should think critically and fact-check using primary sources, as AI can generate fake results.

~~Recognizing the potential benefits of AI, staff members are permitted to use AI technology for tasks such~~

**DOUGLAS SCHOOL DISTRICT
Board Policy**

SECTION	I	TITLE	INSTRUCTION	FILE	IIBFA
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~~as creating lesson plans, enhancing grading efficiency, designing assignments, and streamlining administrative processes. While encouraged, overreliance on AI technology is discouraged, and staff should be mindful of various considerations, including student privacy, data security, plagiarism, bias, equity, academic integrity, and the accuracy of AI-generated content.¶~~

~~Staff using AI technology must ensure compliance with the District’s security and privacy policies, as well as federal and state laws, including the Family Educational Rights and Privacy Act (FERPA).¶~~

~~When allowing students to use AI technology, instructional staff should communicate the specific parameters, opportunities, and limitations associated with its use. Students should be educated on responsible AI use, including potential risks, safety precautions related to sharing personal data, and the awareness that AI programs can exhibit implicit biases. It is crucial for students to think critically, fact-check using primary sources, and be aware of the limitations of AI platforms.~~

REFERENCES
<p>Policy Reference: JFC - Student Conduct</p>

Adoption History			
First Reading - New	3/25/2024	Approved	04/08/2024

SECTION	J	TITLE	STUDENTS	FILE	JFC
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STUDENT CONDUCT

The Board expects students in the District schools to act in **an appropriate and responsible manner.** ~~sSuch fashion that their~~ behavior will reflect favorably on the ~~individual~~ student and on the school; will show consideration for ~~other fellow~~ students; and will create a **positive safe harmonious** school environment in which to learn and work. ~~atmosphere.~~

~~Students are expected to conduct themselves in a manner fitting to their age level and maturity and with respect and consideration for the rights of others while on school district property; while on school-owned and/or operated school or chartered vehicles; or while attending or engaged in school activities.~~

All students have individual responsibilities and obligations in their conduct toward other people and with respect to property. Examples of student conduct on school grounds, on school buses or at school activities which will subject a student to suspension, expulsion or other disciplinary action, and which may be reported to the legal authorities and subject to legal consequences, include, but are not limited to:

1. Causing or attempting to cause damage to school property, or stealing or attempting to steal school property.
2. Causing or attempting to cause damage to private property, or stealing or attempting to steal private property.
3. Causing or attempting to cause physical injury to another person except in self-defense, or threatening to do so.
4. Assault or threatening a student or staff member with bodily harm.
5. Possession of any firearm, knife, explosive or other weapon or dangerous object.
6. Possession, use, or being under the influence of any controlled drug or substance without a physician's prescription.
7. Possession, use or under the influence of alcohol or illegal drug or substance.
8. Possession or use of any tobacco product or vaping product.
9. Making false fire alarms or bomb threats or similar threats.
10. Cheating (including plagiarism) with respect to school work or tests. **Cheating includes aiding other students in cheating, and using programmable calculations, artificial intelligence or other technology in a manner not specified or authorized by the teacher.**
11. Inappropriate use of computers, networks, Internet, Distance Learning, **cellphones and portable**

Revised ASBSD Policy Language

digital media devices, etc.

- 12. Using lewd, profane or obscene language, displaying lewd, profane or obscene language or pictures, or lewd or indecent exposure, or sexting.
- 13. Sexually harassing any other person.
- 14. Defying the valid authority of school employees.
- 15. Conduct in a classroom, hallway, or any other location on school property or on a school bus which is disruptive.
- 16. Harassment (including hazing) of any other student or staff member of the School District or any other person who is on the property of the School District.
- 17. Bullying.
- 18. Racial or ethnic slurs.
- ~~19. Terroristic Threats.~~

Copies of this policy shall be made available to parents and to all students, either through being reprinted in student handbooks or through some other means.

~~The above prohibited actions will be printed in a handbook or other publication and made available to students and parents.~~

REFERENCES

State Reference:

- [SDCL 13-32-5](#)
- [SDCL 13-32-6](#)
- [SDCL 13-32-7](#)
- [SDCL 22-14A-24](#)
- [SDCL 22-14A-25](#)
- [SDCL 25-5-15](#)

Policy Reference:

- [ILB - State Required Assessments](#)
- JFCD - Bullying
- JGD - [Student Suspension](#)

Adoption History

First Reading	11/23/2015		
Approved	12/14/2015		
First Reading-Revision	6/27/2019		
Approved	7/22/2019		
First Reading-Revision	10/10/2023		

Revised ASBSD Policy Language

Approved	10/23/2023		

SECTION	J	TITLE	STUDENTS	FILE	JFA
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STUDENT DUE PROCESS RIGHTS

Discipline in the schools is critical to the provision and implementation of public education. The Board and school administrators have the legal authority to deal with disruptive students and student misconduct. The United States Constitution and the South Dakota Constitution entitle all students to due process when they are subjected to deprivation of a property right. The Board recognizes the importance of safeguarding a student’s constitutional rights.

Due process is an established course for judicial proceedings or other governmental activities designed to safeguard the legal right of the individual.

A student whose conduct may warrant suspension or expulsion shall be provided with appropriate due process. Due process, in the context of the administrative proceedings carried out by school authorities, refers to the notification and hearing procedures established by the South Dakota Board of Education

Due process procedures shall be fair and apply equally to all. Fairly enforcing due process procedures involves:

- Adequate and timely notice and an opportunity to prepare a defense;
- An opportunity to be heard at a reasonable time and in a meaningful manner and;
- The right to a speedy and impartial hearing on the merits of the case.

~~The Legislature, under SDCL 13-32-4 and 13-32-4.2, requires that each school district board shall provide procedural due process hearing for students in accordance with rules developed by the State Board of Education when the suspension or expulsion of a student extends into the eleventh school day.~~ ¶

~~¶ In accordance with SDCL 13-32-4 and 13-32-4.2, the Douglas School Board sets forth guidelines to be used by the superintendent and principals of the Douglas School District for short term suspension and long-term suspension or expulsion. A copy of the Student Due Process Policy may be acquired from the school principal or superintendent's office.~~ ¶

~~¶ As a parent or student you have due process rights as provided by law and as set forth in the regulations associated with this policy.~~ ¶

SPECIAL EDUCATION STUDENTS

Students who attend public school on an individualized educational program (IEP) are subject to due process procedures established by the South Dakota Board of Education under administrative rules for special education. The administration shall consult with a student’s individualized education program (IEP) team to balance student disciplinary actions with the provision of a free and appropriate public education for students with disabilities.

Revised ASBSD Policy Language

REFERENCES
<p>State Reference: SDCL 1-26-26 SDCL 13-32-4 SDCL 13-32-4.2 SDCL 13-32-4.7</p> <p>ARSD 24:05:26 ARSD 24:05:26.01 ARSD 24:05:30 ARSD 24:07</p>

Adoption History			
First Reading	10/13/1981	First Reading - Review	06/12/2023
Approved	11/12/1981	Approved - Review	6/26/2023
First Reading – Revision	8/24/1993		
Approved – Revision	9/27/1993		
First Reading – Revision	1/8/1996		
Approved – Revision	1/22/1996		
First Reading–Revised Regulations	10/27/1997		
Approved – Revised Regulations	11/10/1997		
First Reading – Revision	11/23/2015		
Approved – Revision	12/14/2015		

SECTION	J	TITLE	STUDENTS	FILE	JFCD
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BULLYING

Section 1 - Policy Statement

The Douglas School District is committed to maintaining a constructive, safe, and bully-free school climate that is conducive to all students learning and fostering an environment in which all students are treated with respect and dignity.

~~Persistent~~ Bullying can ~~severely~~ inhibit a student's educational opportunities and may also have long-term negative effects on a student. ~~ability to learn and may have lasting negative effects on a student's life.~~ The bullying of students by students shall not be tolerated and is strictly prohibited. ~~staff or third parties is strictly prohibited and shall not be tolerated.~~ Bullying of students from other schools who are at a District activity, parents, school employees, guests, visitors, volunteers and vendors of the District shall also not be tolerated and is strictly prohibited.

This policy shall not be interpreted or applied to prohibit civil exchange of opinions or debate protected under the state or federal constitutions if ~~where~~ the opinion expressed does not otherwise materially or substantially disrupt the education process or intrude upon the rights of others. However, conduct which substantially interferes with the work of the school, causes material and substantial interference with school work and discipline, and might reasonably have led school authorities to forecast substantial disruption of or material interference with school activities is not constitutionally protected speech and is therefore prohibited under this policy.

All students, parents, employees, guests, visitors, volunteers and vendors shall conduct themselves in a civil and responsible manner and in a manner consistent with school policies related to student, parent, employee and visitor conduct. This policy prohibiting bullying shall apply to all students, parents, employees, guests, visitors, volunteers and vendors while on school property, ~~while~~ attending or participating in school activities, on school-owned property or on non-school property, while in any school-owned or leased vehicles, while at a school bus stop, or when in a private vehicle located on school property during school or during school activities.

The District shall investigate all reported instances involving bullying. Unless a different person is designated by the Superintendent to conduct the investigation, the Principal of the school attendance center where the bullying is alleged to have occurred is responsible for investigating the alleged bullying. Allegations of bullying may also be reported by the administration to other authorities, including but not limited to law enforcement.

Students who violate this policy shall be subject to appropriate disciplinary action, up to and including expulsion. Employees who violate this policy shall be subject to appropriate disciplinary

action, up to and including termination of employment. Parents, guests, visitors, volunteers, and vendors who violate this policy may be prohibited from being on school property.

Pursuant to state law:

- A. any school district employee, school volunteer, student, or parent who promptly reports in good faith an act of bullying to the appropriate school district official as designated in the school district's policy, and who makes the report in compliance with the provisions of the school district's policy, is immune from any cause of action for damages arising from failure to remedy the reported incident, and
- B. no cause of action is created against the school district, school district employee, school volunteer, student, or parent unless there has been substantial noncompliance with the school district's policy which results in injury to a person.

The District will maintain confidentiality to the maximum extent possible under the circumstances. However, a person reporting bullying conduct must understand that should the administrator who is investigating the report determine there is reasonable cause to suspect that bullying did occur which could result in administrative discipline or a referral to the School Board, the person alleged to have abused the other person may have the right to know the identity of the person(s) making the report in order that he/ she may have an opportunity to defend himself/herself.

The District strictly prohibits retaliation against any person because he or she has made a report, testified, assisted, or participated in the investigation of a report of alleged bullying. Retaliation includes, but is not limited to, any form of verbal or physical reprisal or adverse pressure. The person(s) alleged to have bullied another person shall not directly or indirectly (such as through another person) harass, pressure, or retaliate against any other person because of the complaint being reported. A violation of this provision may lead to separate disciplinary action based on the retaliation. Any person who believes he or she is being subjected to retaliation because of his or her involvement with a bullying report should immediately contact a school administrator.

~~Bullying consists of physical, verbal, written or electronic conduct directed toward a student that is so severe, pervasive and objectively offensive that it has the purpose of affecting or creating an intimidating, hostile or offensive academic environment, or has the purpose or effect of substantially or unreasonably interfering with a student's academic performance which deprives the student access to educational opportunities.¶¶~~

~~It shall be the responsibility of the superintendent to develop procedures, in accordance with this policy, to protect the district's students from the harmful effects of bullying. Procedures accompanying this policy may include, but are not limited to:¶¶~~

~~¶¶~~

- ~~1. Additional definitions, if necessary, to assist in the implementation of this policy;¶¶~~
- ~~2. A procedure to report incidents of bullying;¶¶~~
- ~~3. A process to investigate reported acts of bullying;¶¶~~
- ~~4. A procedure, consistent with district policy, to provide appropriate consequences for any individual found to have engaged in bullying;¶¶~~
- ~~5. A statement prohibiting retaliation against individuals who, in good faith, report acts of~~

~~bullying, and~~

- ~~6. A process to inform staff, students and parents of the district's bullying prevention policies and efforts.~~

Complaints against school employees and complaints related to Sexual Harassment are addressed through other school district policies and not through this policy.

SECTION 2 – Bullying Defined

- A. Bullying is an intentional isolated act or pattern of repeated conduct toward another person that is sufficiently severe and offensive to a reasonable person, and
1. has the purpose or effect of creating an intimidating, hostile or offensive school environment for one or more students, parents, employees, guests, visitors, volunteers or vendors, and/or
 2. has the purpose or effect of substantially or unreasonably interfering with a student's educational opportunities (i.e., academic, co-curricular activities, extra-curricular activities, and social opportunities, etc. within the school environment), employee's and volunteer's work environment or performance, or access by parents, guests, visitors or vendors, and/or
 3. places a person in reasonable fear of harm to his or her person or damage to his or her property, and/or
 4. causes physical hurt or psychological distress to a person, and/or
 5. constitutes retaliation against any person for asserting or alleging an act of bullying, and/or
 6. disrupts the orderly operation of a school.
- B. Bullying conduct includes threats, intimidation, physical violence, theft, destruction of property, hazing, stalking (SDCL 22-19A-1), harassment (SDCL 22-19A-4), sexting (SDCL 26-10-33), and threatening or harassing contact by telephone or other communication devices, commonly referred to as cyberbullying (SDCL 49-31-31). Neither the physical location nor the time of day of any incident involving the use of computers or other electronic devices is a defense to any disciplinary action taken by the School District for conduct determined to meet the definition of bullying in SDCL 13-32-15.
1. Hazing defined: any verbal or physical act or acts done on school property or at a school activity which directed toward another person and done for the purpose of

initiation into any group, regardless of whether the group is a school sanctioned organization, when the act or acts causes or may create a reasonable risk of causing mental, emotional or physical harm to the person who is the recipient of the act or acts.

2. Stalking defined: willfully, maliciously, and repeatedly following or harassing another person; making a credible threat to another person with the intent to place that person in reasonable fear of death or great bodily injury; or willfully, maliciously, and repeatedly harassing another person by means of any verbal, electronic, digital media, mechanical, telegraphic, or written communication.
3. Harass defined: a knowing and willful course of conduct directed at a specific person which seriously alarms, annoys, or harasses the person, and which serves no legitimate purpose.
4. Threatening or harassing contacts by telephone or other electronic communication device defined: using or knowingly permitting a telephone or other electronic communication device under his or her control for any of the following purposes:

(1) to contact another person with intent to terrorize, intimidate, threaten, harass or annoy such person by using obscene or lewd language or by suggesting a lewd or lascivious act,

(2) to contact another person with intent to threaten to inflict physical harm or injury to any person or property,

(3) to contact another person with intent to extort money or other things of value,

(4) to contact another person with intent to disturb that person by repeated anonymous telephone calls or intentionally failing to replace the receiver or disengage the telephone connection.

5. Sexting, defined as intentionally creating, producing, distributing, presenting, transmitting, posting, exchanging, disseminating, or possessing, through any computer or digital media, any photographs, digitized, or electronically generated image or any visual depiction of a minor in any condition of nudity, or involved in any prohibited sexual act.

SECTION 3 – Reporting Procedure

Any individual who believes that he or she has been or is being subjected to bullying or has reason to suspect another person has been or is being subjected to bullying should immediately report it to a teacher or school administrator. The report may be made verbally or in writing. A report may be made anonymously, although disciplinary action may not be based solely on an anonymous report. If disciplinary action is being requested, the individual reporting the bullying will be asked to either

submit a signed written complaint or sign a completed Bullying Report Form, Exhibit JFCD-E(1), verifying the accuracy of its content. The written complaint or Bullying Report Form must include the following:

- the date the written complaint was filed or the Bullying Report Form was completed,
- the school employee receiving the complaint (if applicable),
- the name of the person reporting the bullying,
- the address/phone # of the person reporting the bullying,
- the specific conduct or nature of the bullying complaint including the person(s) alleged to have bullied the complaining party or another person, the date(s) and location where the conduct occurred, witnesses, etc.,
- the date the school employee completed the form (if applicable),
- the date and signature of the person reporting the bullying.

If the signed written complaint was given to a teacher, or if the Bullying Report Form was completed by a teacher, the teacher shall forward the complaint or Bullying Report Form to the teacher's building principal.

SECTION 4 – Procedure for Addressing Bullying Complaints

STEP 1: Principal.

Should there be a report which alleges a District student, parent, employee, guest, visitor, volunteer or vendor has been subjected to bullying, an investigation into the alleged bullying will be initiated. The District's investigation may include, but is not limited to, such things as interviewing individuals with actual or possible knowledge regarding the conduct in question, identifying facts related to the conduct in question, identifying when and over what period of time the conduct is to have occurred, determining whether the conduct negatively affects the educational opportunities or employment condition of the victim, identifying prior history of a similar nature by any of the individuals involved, and attempting to obtain possible verification from other persons. The investigation shall be conducted promptly and completed in a reasonable time frame given the nature of the complaint.

The person alleged to have bullied another person will be notified that a complaint has been filed pursuant to this policy and that the complaint is being investigated. The name of the person making the complaint will not be disclosed to the person alleged to have violated this policy unless and until the investigation results in a determination that there is reasonable cause to suspect that bullying did occur.

Upon reasonable suspicion by the school administrator responsible for the investigation that the

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allegation of bullying may be true, the employee, student or other person accused of bullying conduct shall be notified in writing that reasonable suspicion exists that the complaint may be valid, including a statement of the facts supporting the determination that reasonable suspicion exists, and the name of the alleged victim.

The person alleged to have bullied another person in violation of this policy shall be afforded an opportunity to respond to the allegation of bullying but is not required to submit a response. Pending the outcome of the investigation the school administrator responsible for conducting the investigation may take such action consistent with school policy and state law as deemed appropriate in order to facilitate the investigation and protect the rights of all persons involved. If there is reasonable suspicion to believe that a person bullied another person while at school or at a school activity on non-school property in violation of this policy, the administration may prohibit that person from being on school property or at school activities.

Upon reasonable suspicion by the school administrator responsible for the investigation that the allegation of bullying may be true, the employee, student or other person accused of bullying conduct shall be notified in writing that reasonable suspicion exists that the complaint may be valid, a statement of the facts supporting the determination that reasonable suspicion exists, and the name of the alleged victim and complaining individual(s).

The person alleged to have bullied another person in violation of this policy shall be afforded an opportunity to respond in writing to the notification of alleged bullying but is not required to submit a written response.

At the conclusion of the investigation, the Principal shall make a determination as to whether bullying did occur or whether the facts are insufficient to determine that a determination that bullying occurred. The complainant and the person alleged to have bullied another person will receive written notice of the Principal's determination. Should the Principal conclude that bullying did occur, the Principal shall take such action as deemed appropriate, which may include imposing disciplinary consequences on the person found to have violated this policy prohibiting bullying.

STEP 2: Appeal to the Superintendent

The following procedure shall be used to address an appeal of the Principal's decision in Step 1 to the Superintendent :

1. If either party is not satisfied with the Principal's decision, or if the Principal does not render a written decision within fourteen (14) calendar days of the request for a decision on the merits of the complaint, that party may appeal to the Superintendent by filing form

JFCD-E(2). The appeal must be filed within ten (10) calendar days of receipt of the Principal's written decision, or ten (10) days of the deadline for the Principal's written decision, whichever comes first. The appealing party must attach the Principal's written decision.

2. Within fourteen (14) calendar days from the date the appeal was filed, the Superintendent shall render a decision in writing. All parties shall receive copies of the decision. The Superintendent shall uphold, reverse, modify the principal's decision, or the Superintendent may refer the matter back to the Principal for further investigation and supplemental decision which decision may restate, modify or reverse the Principal's initial decision. A supplemental decision by the Principal after a referral back to the Principal is subject to appeal to the Superintendent. The time frame for rendering a decision by the Superintendent may be extended by the Superintendent for good cause and upon written notification to all parties, which notification shall identify the reason for the extension and the date on or before which the decision shall be rendered.

STEP 3: Appeal to the Board

If either party is not satisfied with the Superintendent's decision, or if the Superintendent does not render a written decision within fourteen (14) calendar days of the receipt of the appeal, that party may appeal to the School Board by filing with the Business Manager using Form JFCD-E(3) within ten (10) calendar days of receipt of the Superintendent's written decision, or ten (10) days of the deadline for the Superintendent's written decision, whichever comes first. The appeal shall be in writing and the appealing party must attach to the appeal the Principal's written decision, the appeal to the Superintendent, and the Superintendent's written decision or notice of the Superintendent's failure to render a written decision.

The following procedure shall be used by the Board to address an appeal of the Superintendent's decision on the merits related to a bullying complaint:

1. Upon receipt by the Board President/Chairperson of an appeal by the Complainant, a copy of the appeal shall be given to the person alleged to have violated the bullying policy.
2. Upon receipt of an appeal, the Board shall at its next meeting schedule a date, time and location for the appeal hearing.
3. The following procedure shall be applicable at the appeal hearing before the Board:

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- A. The Board shall appoint a board member or a person who is not an employee of the school district as the hearing officer;
- B. Within thirty (30) calendar days of an appeal being filed with the Board, the Board shall conduct a hearing in executive session;
- C. The Complainant, person alleged to have violated the bullying policy, and Superintendent each have the right to be represented at the hearing;
- D. The Board shall make a verbatim record of the hearing by means of an electronic or mechanical device or by court reporter. This record and any exhibits must be sealed and must remain with the hearing officer until the appeal process has been completed;
- E. The issue on appeal is whether the Superintendent's decision should be upheld, reversed or modified;
- F. All parties shall be given the opportunity to make an opening statement, with the appealing party being given the first opportunity, followed by the other party, and then the Superintendent;
- G. The appealing party shall present his or her case first, and the other party shall then present his or her case. Both parties shall have the opportunity to ask questions of the other's witnesses. The hearing officer and board members may ask questions of any witness;
- H. The Superintendent shall present the basis of his/her decision which led to the appeal. Both parties shall have the opportunity to ask the Superintendent questions. The hearing officer and board members may also ask questions of the Superintendent;
- I. Unless a witness is a party to the appeal, witnesses may be present only when testifying unless the hearing officer rules otherwise. All witnesses must take an oath or affirmation administered by the School Board president, hearing officer or other person authorized by law to take oaths and affirmations;
- J. The hearing officer shall admit all relevant evidence. The hearing officer may limit

unproductive or repetitious evidence. The strict rules of evidence do not apply. *Moran v. Rapid City Area School Dist.*, 281 N.W.2d 595. 602 (S.D. 1979).

- K. All parties shall be given the opportunity to make a closing statement, with the appealing party having the first opportunity, followed by the other party, and then the Superintendent. The appealing party shall be given the opportunity for a brief rebuttal;
- L. After the evidentiary hearing, the Board shall continue to meet in executive session for deliberations. No one other than the hearing officer may meet with the Board during deliberations. The Board may seek advice during deliberation from an attorney who has not represented any of the parties to the hearing. Consultation with any other person during deliberation may occur only if a representative of both parties and Superintendent are present. The Board may, in its sole discretion, continue the proceedings and make a final decision on the appeal at a later date; Within twenty (20) calendar days of the hearing, the Board shall render its decision and issue its written Findings of Fact, Conclusions of Law and Decision. The time frame for rendering a decision may be extended by the Board President for good cause and upon written notification to both parties and the Superintendent, and the notification shall identify the reason for the extension and the date on or before which the decision shall be rendered;
- M. The decision of the School Board must be based solely on the evidence presented at the hearing and must be formalized by a motion made in open meeting. The Board will convene in open session and a motion to uphold, reverse, or modify the Superintendent's decision shall be made and voted upon. Findings of Fact, Conclusions of Law and Decision, consistent with the Board motion shall be in writing and approved by the Board. Both parties, the Principal and the Superintendent will receive copies after the Findings of Fact, Conclusions of Law and Decision are approved by the Board.
- N. Following the Board hearing, should the Board determine there has been a violation of this policy prohibiting bullying, Board action may include but is not limited to the following: (1) suspend or expel a student from any or all school programs, including but not limited to classes, extracurricular activities, or attendance at school activities;

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(2) pursuant to statute, reprimand, suspend without pay, or terminate the contract of an employee, or (3) prohibit a person from being on school property or at school activities for such time as may be determined by the Board.

O. If either party is dissatisfied with the Board's decision, that party may appeal the decision by filing an appeal to circuit court pursuant to SDCL 13-46-1.

Notes:

Complaints against school employees and complaints related to Sexual Harassment are addressed through other school district policies and not through this policy.

REFERENCES

Policy Reference:

[ACAA - Sexual Harassment](#)

EEA/EEA-R - Bus Transportation Policy

[JFA/JFA-R - Student Due Process Rights](#)

JG - Student Discipline

State Reference:

[SDCL 13-32-14](#)

[SDCL 13-32-15](#)

[SDCL 13-32-16](#)

[SDCL 13-32-17](#)

[SDCL 13-32-18](#)

[SDCL 13-32-19](#)

[SDCL 22-19A](#)

[SDCL 26-10-33](#)

[SDCL 49-31-31](#)

Adoption History

First Reading	5/26/2009		
Approved	6/8/2009		
First Reading-Revision Name	2/22/2016		
Approved	3/17/2016		
First Reading-Review	10/10/2023		

Revised ASBSD Policy Language

Approved	10/23/2023		

SECTION	J	TITLE	STUDENTS	FILE	JFCH
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ALCOHOL AND OTHER DRUG USE BY STUDENTS

The following document outlines policy on student use of alcohol and other drugs in the school district. ~~The Douglas School District believes that the illegal use of drugs and the unlawful possession of alcohol is wrong and harmful. No student shall possess, use, distribute, transfer, conceal, sell, attempt to sell, deliver, nor be under the influence of narcotics, drugs, alcohol, materials/ substances represented to be a drug or controlled substance, or chemical substances which affect psychological functions or affect the school community. Students shall not engage in alcohol and/or other drug use/misuse nor possess paraphernalia specific to the use of alcohol and/or illegal drugs.~~

This policy is in effect on ~~premises property~~ owned, leased or maintained by the Douglas School District, at all school ~~school related sanctioned~~ activities on and off campus, ~~on all school~~ vehicles used to transport students to and from school or at other activities and in vehicles parked on school property. ~~Public areas, including student lockers, restrooms and parking lots, are subject to unannounced searches by staff or specially trained dogs, or through the use of the passive alcohol sensor.~~ ¶

¶ ~~Students who use prescription drugs or medical cannabis authorized by a licensed physician do not violate this policy if the students conform to the prescription and appropriate school policies.~~ ¶

Students and parents/legal guardians are expected to know and understand the policy provisions and its mandatory nature. A copy of this policy will be provided to all students and parents.

POLICY

A student shall not possess, use, distribute, transfer, conceal, sell, attempt to sell, deliver, give, exchange or be under the influence of alcohol, illicit drugs, narcotics, dangerous or illegal chemical substances. Students shall not engage in alcohol and/or other drug use/abuse, nor possess paraphernalia specific to the use of alcohol and/or other drugs.

Students who use prescription drugs or medical cannabis authorized by a licensed physician do not violate this policy if the students conform to the prescription and appropriate school policies.

DISCIPLINARY SANCTIONS AND IMPLEMENTATION PROCEDURES

A. The following procedures will be used in dealing with possession, use, or being under the influence of alcohol and other drugs. State and federal regulations regarding special education students will be followed.

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First Offense:

1. The administration will notify the parent(s)/guardians(s) and schedule a conference;
2. The administration shall suspend the student for ten (10) days in compliance with student due process procedures;
3. The administration shall notify available law enforcement authorities;

The suspension of a student who completes a drug/alcohol assessment from a certified or licensed addition counselor or a licensed physician trained in chemical dependency and recommended program, if any, will be commuted to three (3) days, provided the assessment and program are completed, unless good cause is shown to and approved by the administration, within twenty (20) school days. Fees for this assessment and treatment are the responsibility of the student and family.

Upon receipt of appropriate authorization, the agency or professional will notify the school administration in writing that the student has been evaluated and to comply successfully, completed any recommended treatment program.

Second Offense:

1. The administration will contact the parent(s)/guardian(s) and schedule a conference.
2. The administration shall notify available law enforcement authorities.
3. The administration shall suspend for ten (10) days in compliance with student due process procedures.

A long-term suspension hearing shall be scheduled before the school board pursuant to due process rules for long-term suspension. The administration will recommend to the school board that the student be suspended for up to ninety (90) school days. The ninety (90) day suspension for a second offense may be reduced to ten (10) school days if the student completes an accredited intensive prevention or treatment program. Fees for this assessment and/or treatment are the responsibility of the student and family.

Subsequent Offenses:

1. The administration will contact the parent(s)/guardian(s) and schedule a conference.
2. The administration shall notify available law enforcement authorities.
3. The administration shall suspend for ten (10) days in compliance with student due process

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procedures.

4. An expulsion hearing shall be scheduled before the school board pursuant to due process rules for expulsion. The administration will recommend to the school board that the student be expelled.

B. Distributing (supplying free or selling) Alcohol and Other Drugs or Material Represented to be a Controlled Substance - (all occurrences):

1. The administration will contact the parent(s)/guardian(s) and schedule a conference.
2. The administration shall notify available law enforcement authorities.
3. The administration shall suspend for ten (10) days in compliance with student due process procedures.
4. A long-term suspension hearing shall be scheduled before the school board pursuant to due process rules for long-term suspension. The administration will recommend to the school board that the student be suspended for up to ninety (90) school days.
5. A second offense for distributing alcohol or drugs shall result in an expulsion hearing being scheduled before the school board and the administration will recommend the student be expelled for one year.
6. State and federal regulations regarding special education students will be followed.

~~The Douglas School Board adopts the definitions used in SDCL 22-42-1 through 22-42-22 and SDCL 22-42A-1.~~

USE OF ALCOHOL SENSORS

In keeping with its commitment to protect all pupils and the school community from the harm of alcohol use, the Board authorizes the Superintendent, Principals, and designee(s), to use a portable breath test (PBT) and passive breath alcohol sensor device (PBASD) to screen for evidence of breath alcohol.

The purpose for using a PBT and PBASD is to protect pupils who may be under the influence of alcohol, other pupils, staff and community members attending school events and to deter the use of alcohol by pupils. As PBT and PBASD implementation is intended primarily as a deterrent to student and youth alcohol use, nothing set forth in this policy precludes school district personnel from using the power of observation and professional judgment when there is reasonable suspicion of youth alcohol consumption.

The Board authorizes PBT and PBASD screening of students during the school day upon reasonable suspicion that a student may have consumed alcohol, and of attendees before, during and after school activities/events including, but not limited to dances, athletic events, proms, class trips, drama

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productions, graduation ceremonies, or school assemblies.

Procedurally, district personnel will not vary from the normal course of action outlined in ~~ASBSD's Reference~~ Policy JGD: Student Suspension or Expulsion when evidence of alcohol consumption is derived from a PBT, PBASD reading or personal observation.

If the PBT or PBASD screening indicates the presence of alcohol on District students, the matter shall be reported to the Principal or designee and law enforcement. District students violating this policy will be disciplined according to the discipline procedures outlined in this policy and other relevant policies. School age persons from other districts attending school and district sponsored events who are suspected of alcohol consumption will be reported to the Principal or designee and law enforcement.

REFERENCES

State Reference:
[SDCL 22-42-1 through 22-42-22](#) Controlled Substances and Marijuana
[SDCL 22-42A-1](#) Drug paraphernalia Defined
[SDCL 13-32-4](#)
[SDCL 13-32-4.2](#) Procedure for Suspension
[SDCL 13-32-4.3](#)
[SDCL 13-32-9](#)
[SDCL 26-11-5.1](#)
[Public Law 101-226](#) Drug Free Schools

Policy Reference:
 IGD - Extra-Curricular Activities
 JGD - Student Suspension and Expulsion

Adoption History

First Reading	11/8/1993 1/10/1994	First Reading-Revisions	1/25/2016
Approved	1/24/1994	Approved-Revisions	2/8/2016
First Reading-Revisions	2/12/1996	First Reading - Revised	11/13/2023
Approved-Revisions	2/26/1996	Approved - Revised	11/27/2023

DOUGLAS SCHOOL DISTRICT
Board Policy

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First Reading-Revisions	11/8/2010		
Approved - Revisions	11/22/2010		
First Reading-Revisions	6/11/2012		
Approved-Revisions	6/28/2012		



DOUGLAS SCHOOL DISTRICT 51-1

ADMINISTRATIVE OFFICE

400 Patriot Drive • Box Elder, SD 57719-9749 • 605-923-0000

Mr. Kevin Case, Superintendent

TO: Douglas 51-1 Staff
FROM: Kevin Case, Superintendent
RE: Staff Experience Survey
DATE: November 6, 2025

I wanted to express my appreciation to all DSD 51-1 Staff members who recently completed the Staff Experience Survey. 408 out of 431 DSD Employees completed the survey, equating to almost 95% of our staff completing the survey. As shared during the survey roll-out process, this survey is part of our ongoing work with **Studer Education** and our district's commitment to **continuous improvement**.

We truly appreciate the time and thought you devoted to providing feedback. Your input helps guide our efforts to strengthen our schools and support one another in meaningful ways. A few celebrations and opportunities that came out of the survey include:

Overall District Average Rating - 3.77/5.0

Celebrations:

- *Question 19.* I believe my work positively impacts those we serve - (4.41) ;
- *Question 20.* I feel a sense of pride when I tell people where I work - (4.16);

Opportunities (What might better look like?):

- *Question 12.* I believe district-level information is communicated in a timely manner across the organization (3.5)
- *Question 11.* I feel that district-level resources are allocated to maximize effectiveness across the organization (3.27)

While we are eager to share the survey results with all staff and we want to ensure we do so **intentionally and thoroughly**. Our goal is to provide time and space for everyone to understand both district-level and building/department-level results and to reflect together on what's working well and where growth opportunities exist.

To do this well, we will dedicate time during our **January 5 and 6 professional development days** to review the results, celebrate our successes, and discuss "what better might look like." Building principals and coordinators will be sharing more details soon about next steps in the process. Thank you again for your engagement and for your continued commitment to our students, staff, and community. Please don't hesitate to reach out if you have any questions.