



"To Build Knowledge and Skills for Success Today and Tomorrow"

**AGENDA for July 10, 2023**  
**6:30 PM Regular Board Meeting (New Board)**  
**Board Room, Williams Administration Building**  
**Zoom Link: <https://sdk12.zoom.us/j/99842377134>**

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1. Call Meeting to Order/Roll Call
2. Oath of Office
3. Election of President and Vice President
4. Agenda
5. Consent Agenda
  - 5.a. Personnel
  - 5.b. Authorize Published Salaries for 2023-24
  - 5.c. Claims for Payment
  - 5.d. Open Enrollment, In District Transfer and/or Transfer of Athletic Eligibility
  - 5.e. Volunteers
6. Open Forum
7. Conflict of Interest Waivers
8. Action Items
  - 8.a. Organizational Items
    - 8.a.1. Set regular meeting date, time and place
    - 8.a.2. Designate official newspaper
    - 8.a.3. Designate official depositories
    - 8.a.4. Appoint business manager as custodian of public funds and custodial funds and authorize investment of district funds
    - 8.a.5. Authorize business manager to file all state and federal grant claims
    - 8.a.6. Establish board salaries and mileage reimbursement
    - 8.a.7. Adopt board policies
    - 8.a.8. Establish travel allowances and mileage rates
    - 8.a.9. Appoint authorized representative for food service program
    - 8.a.10. Appoint truancy officers for district
    - 8.a.11. Appoint federal compliance coordinators for district
    - 8.a.12. Annual ASBSD membership
    - 8.a.13. Authorize participation in voluntary student insurance program
    - 8.a.14. Approve 2023-24 stipend schedule
    - 8.a.15. Appoint legal counsel for district
  - 8.b. Selection of Black Hills Special Services Co-op representative and alternate
  - 8.c. Assign Buildings & Grounds Committee members
  - 8.d. Approve Casey Peterson 2023 Audit Services
  - 8.e. Approve Mac of all Trades Buyback Proposal
  - 8.f. SDHSAA 2023 Board Election Ballots

- 8.g. ABC Project SUCCESS Coordinator MOU
- 8.h. Behavior Management System MOU
- 8.i. BHSSC Contracted Services Agreement
- 8.j. School Resource Officer MOUs
- 8.k. 2023-24 Rates and Fees
- 8.l. Spearfish, Faith and Rapid City Meade County Bus Stop Agreements
- 8.m. 2023-24 Professional/Technical Support Staff Handbook, MEA Agreement and Administrative Agreement
- 8.n. 2023-24 Vendor Food Service Product
- 9. Policy Reviews
  - 9.a. First Reading of School Board Policy, Section B - School Board Governance and Operations
- 10. Discussion Items
  - 10.a. Committee Assignments
  - 10.b. Update on meeting with City of Sturgis on future planning
  - 10.c. ASBSD & SASD Joint Convention
  - 10.d. New Board Member Workshop & Gavel Training
- 11. Reports
  - 11.a. Administrators
  - 11.b. Board Members
  - 11.c. BHSSC
  - 11.d. Superintendent
- 12. Upcoming Calendar Events
- 13. Adjournment

| Last Name  | First Name | Total Salary |          |          |          |  |
|------------|------------|--------------|----------|----------|----------|--|
| Abell      | Ashley     | \$ 49,379    | \$ 2,763 | \$ 2,202 |          |  |
| Abell      | Michael    | \$ 52,307    | \$ 6,253 | \$ 2,891 | \$ 2,491 |  |
| Abrams     | Bruce      | \$ 16.28     |          |          |          |  |
| Adams      | James      | \$ 23.21     |          |          |          |  |
| Albrecht   | Michelle   | \$ 58,815    |          |          |          |  |
| Albright   | Greg       | \$ 18.84     |          |          |          |  |
| Aldrich    | Charles    | \$ 14.70     |          |          |          |  |
| Anderson   | Ward       | \$ 48,782    | \$ 3,805 | \$ 4,147 | \$ 2,420 |  |
| Anderson   | Taylor     | \$ 53,663    |          |          |          |  |
| Anderson   | Jami L     | \$ 57,660    |          |          |          |  |
| Arneson    | Chase      | \$ 2,093     |          |          |          |  |
| Arthur     | Alice      | \$ 56,566    |          |          |          |  |
| Aspen      | Darla      | \$ 49,976    |          |          |          |  |
| Avery      | Daniel     | \$ 55,118    |          |          |          |  |
| Avery      | Dadra      | \$ 65,893    |          |          |          |  |
| Bahr       | Ashley     | \$ 17.00     |          |          |          |  |
| Bakke      | Sara       | \$ 55,458    |          |          |          |  |
| Barden     | Twyla      | \$ 69,204    | \$ 2,742 |          |          |  |
| Barker     | Roger      | \$ 19.10     |          |          |          |  |
| Barnes     | Carrie     | \$ 51,734    |          |          |          |  |
| Barry      | Teresa     | \$ 21.60     |          |          |          |  |
| Bartlett   | Teresa     | \$ 55,493    |          |          |          |  |
| Bash       | Kate       | \$ 48,000    |          |          |          |  |
| Bataille   | Walter     | \$ 16.49     |          |          |          |  |
| Battles    | Todd       | \$ 74,571    |          |          |          |  |
| Begeman    | Brittany   | \$ 18.00     |          |          |          |  |
| Bergstrom  | Carrie     | \$ 15.23     |          |          |          |  |
| Bernard    | Julie      | \$ 63,017    |          |          |          |  |
| Bernhagen  | Jessica    | \$ 52,023    |          |          |          |  |
| Bertalot   | Kody       | \$ 14.75     |          |          |          |  |
| Bertolotto | Tayah      | \$ 17.00     |          |          |          |  |
| Beshara    | Melissa    | \$ 56,436    |          |          |          |  |
| Bilbrey    | Ashley     | \$ 48,000    |          |          |          |  |
| Bland      | Kattie     | \$ 54,484    | \$ 2,504 | \$ 2,130 |          |  |
| Bowman     | August     | \$ 17.33     |          |          |          |  |
| Bradford   | Dominic    | \$ 48,395    |          |          |          |  |
| Bren       | Lanette    | \$ 53,274    |          |          |          |  |
| Bridges    | Vanessa    | \$ 55,118    |          |          |          |  |
| Brink      | Sandrine   | \$ 26,078    |          |          |          |  |
| Brink      | Francie    | \$ 20.14     |          |          |          |  |
| Brink      | Lynsy      | \$ 14.70     |          |          |          |  |
| Brown      | Pamela     | \$ 17.00     |          |          |          |  |
| Buchholz   | Sandra     | \$ 48,429    |          |          |          |  |
| Buckley    | Alexa      | \$ 48,000    | \$ 3,961 |          |          |  |
| Bulat      | Shelbi     | \$ 51,734    |          |          |          |  |
| Burditt    | Brett      | \$ 123,645   |          |          |          |  |

|             |           |    |        |    |       |    |       |    |       |    |       |
|-------------|-----------|----|--------|----|-------|----|-------|----|-------|----|-------|
| Burgner     | Megan     | \$ | 16.28  |    |       |    |       |    |       |    |       |
| Buus        | Taylor    | \$ | 48,000 |    |       |    |       |    |       |    |       |
| Cadotte     | Celistry  | \$ | 55,670 |    |       |    |       |    |       |    |       |
| Cammack     | Kristin   | \$ | 51,734 | \$ | 4,210 | \$ | 1,325 | \$ | 1,756 | \$ | 2,525 |
| Cano        | Debbie    | \$ | 59,520 |    |       |    |       |    |       |    |       |
| Carpenter   | William   | \$ | 62,708 | \$ | 2,454 | \$ | 2,540 | \$ | 2,346 |    |       |
| Carpenter   | Julie     | \$ | 65,039 |    |       |    |       |    |       |    |       |
| Cass        | Patrick   | \$ | 55,118 | \$ | 4,888 | \$ | 4,831 |    |       |    |       |
| Childress   | Abbie     | \$ | 54,803 |    |       |    |       |    |       |    |       |
| Christensen | Andrea    | \$ | 59,501 |    |       |    |       |    |       |    |       |
| Christensen | Amanda    | \$ | 74,019 |    |       |    |       |    |       |    |       |
| Christman   | Rebecca   | \$ | 51,734 |    |       |    |       |    |       |    |       |
| Christman   | Tiffany   | \$ | 54,484 |    |       |    |       |    |       |    |       |
| Cleland     | Kelly     | \$ | 23.73  |    |       |    |       |    |       |    |       |
| Cleland     | Lori      | \$ | 15.70  |    |       |    |       |    |       |    |       |
| Clement     | Carsey    | \$ | 2,781  | \$ | 2,740 |    |       |    |       |    |       |
| Cobb        | Donnelle  | \$ | 2,171  |    |       |    |       |    |       |    |       |
| Colhoff     | Marnie    | \$ | 57,745 |    |       |    |       |    |       |    |       |
| Cook        | Mary      | \$ | 70,712 |    |       |    |       |    |       |    |       |
| Cranmore    | Sheri     | \$ | 16.00  |    |       |    |       |    |       |    |       |
| Crowser     | Sheri     | \$ | 17.55  |    |       |    |       |    |       |    |       |
| Cummings    | Jennifer  | \$ | 55,118 |    |       |    |       |    |       |    |       |
| Cuneo       | Pamela    | \$ | 49,413 |    |       |    |       |    |       |    |       |
| Cunningham  | Kimberly  | \$ | 62,472 |    |       |    |       |    |       |    |       |
| Curtis      | Valerie   | \$ | 19.50  |    |       |    |       |    |       |    |       |
| Da Silva    | Anita     | \$ | 51,397 |    |       |    |       |    |       |    |       |
| Dahl        | Kristi    | \$ | 59,445 |    |       |    |       |    |       |    |       |
| Davis       | Kim       | \$ | 17.00  |    |       |    |       |    |       |    |       |
| DeKraai     | Darla     | \$ | 65,087 | \$ | 3,201 |    |       |    |       |    |       |
| Delzer      | Brittany  | \$ | 48,000 |    |       |    |       |    |       |    |       |
| Digerness   | Kathy     | \$ | 16.85  |    |       |    |       |    |       |    |       |
| Dirksen     | Josie     | \$ | 48,395 | \$ | 3,898 | \$ | 2,094 |    |       |    |       |
| Dobler      | Julie     | \$ | 50,025 |    |       |    |       |    |       |    |       |
| Dschaak     | Shanna    | \$ | 61,844 | \$ | 1,522 |    |       |    |       |    |       |
| Dschaak     | Ethan     | \$ | 96,644 |    |       |    |       |    |       |    |       |
| Duran       | Victoria  | \$ | 17.32  |    |       |    |       |    |       |    |       |
| Eddy        | Cindy     | \$ | 17.60  |    |       |    |       |    |       |    |       |
| Elshere     | Jeremy    | \$ | 2,207  |    |       |    |       |    |       |    |       |
| Enright     | Brooke    | \$ | 14.70  |    |       |    |       |    |       |    |       |
| Erlenbusch  | Taylor    | \$ | 2,094  |    |       |    |       |    |       |    |       |
| Estes       | William   | \$ | 19.80  |    |       |    |       |    |       |    |       |
| Evans       | Carla     | \$ | 17.47  |    |       |    |       |    |       |    |       |
| Evens       | Maxen     | \$ | 14.70  |    |       |    |       |    |       |    |       |
| Evens       | Stephanie | \$ | 18.90  |    |       |    |       |    |       |    |       |
| Falcon      | Ellie     | \$ | 48,000 |    |       |    |       |    |       |    |       |
| Fallon      | Carlee    | \$ | 48,000 |    |       |    |       |    |       |    |       |
| Farrar      | Kylie     | \$ | 55,186 | \$ | 2,463 | \$ | 2,130 |    |       |    |       |

|               |           |    |        |    |       |    |       |
|---------------|-----------|----|--------|----|-------|----|-------|
| Feist         | Jimi      | \$ | 48,038 | \$ | 2,545 | \$ | 2,094 |
| Ferguson      | Cindy     | \$ | 17.17  |    |       |    |       |
| Fitzpatrick   | Shawna    | \$ | 52,259 |    |       |    |       |
| Fitzpatrick   | Adam      | \$ | 52,307 | \$ | 5,796 |    |       |
| Flaigg        | Kathleen  | \$ | 16.10  |    |       |    |       |
| Flock         | Robert    | \$ | 59,188 |    |       |    |       |
| Freeman       | Reba      | \$ | 14.75  |    |       |    |       |
| Froelich      | Teresa    | \$ | 58,219 | \$ | 1,964 |    |       |
| Garner        | Sidney    | \$ | 52,647 |    |       |    |       |
| Geigle        | Natasha   | \$ | 50,025 |    |       |    |       |
| Gilbert       | Tammy     | \$ | 56,655 |    |       |    |       |
| Glidden       | Rebecca   | \$ | 49,379 |    |       |    |       |
| Goebel        | Camilla   | \$ | 15.07  |    |       |    |       |
| Goodall       | Olga      | \$ | 14.75  |    |       |    |       |
| Graham        | Shelane   | \$ | 17.27  |    |       |    |       |
| Grate         | Clarence  | \$ | 18.21  |    |       |    |       |
| Graul         | Roy       | \$ | 17.00  |    |       |    |       |
| Green         | Barbara   | \$ | 15.75  |    |       |    |       |
| Grosch        | Joshua    | \$ | 16.28  |    |       |    |       |
| Guttierrez    | Janice    | \$ | 57,824 |    |       |    |       |
| Guy           | June      | \$ | 19.40  |    |       |    |       |
| Halter        | Kelly     | \$ | 56,685 |    |       |    |       |
| Halter-Waider | Carol     | \$ | 59,499 | \$ | 2,463 |    |       |
| Hamilton      | Ivey      | \$ | 14.75  |    |       |    |       |
| Hammerstrom   | Emily     | \$ | 15.75  |    |       |    |       |
| Hanzlik       | Theresa   | \$ | 18.52  |    |       |    |       |
| Harrington    | Katie     | \$ | 57,015 | \$ | 1,213 |    |       |
| Harris        | Alicia    | \$ | 16.85  |    |       |    |       |
| Hartung       | Maria     | \$ | 54,210 |    |       |    |       |
| Hartwig       | Kimberly  | \$ | 67,108 |    |       |    |       |
| Hatch         | Dusty     | \$ | 2,130  |    |       |    |       |
| Hedderman     | Christine | \$ | 67,107 |    |       |    |       |
| Hedderman     | Chad      | \$ | 96,930 |    |       |    |       |
| Heggem        | Jerri     | \$ | 65,774 |    |       |    |       |
| Helms         | Karen     | \$ | 15.50  |    |       |    |       |
| Herringer     | Renee     | \$ | 15.75  | \$ | 2,463 |    |       |
| Heupel        | Samantha  | \$ | 51,734 |    |       |    |       |
| Hill          | Hillary   | \$ | 53,848 | \$ | 2,627 | \$ | 1,297 |
| Hill          | Emily     | \$ | 48,000 |    |       |    |       |
| Hill          | Natalie   | \$ | 18.00  |    |       |    |       |
| Hilton        | Steve     | \$ | 53,613 | \$ | 4,261 | \$ | 3,919 |
| Himley        | Jordan    | \$ | 54,806 |    |       |    |       |
| Hodina        | Randi     | \$ | 14.70  |    |       |    |       |
| Holben        | Stran     | \$ | 48,000 | \$ | 5,340 |    |       |
| Holly         | Heather   | \$ | 15.75  |    |       |    |       |
| Holt          | Micah     | \$ | 48,000 |    |       |    |       |
| Holzbauer     | Jenece    | \$ | 49,379 | \$ | 800   |    |       |

|             |             |    |        |    |       |    |       |
|-------------|-------------|----|--------|----|-------|----|-------|
| Hoppe       | Kaitlyn     | \$ | 48,000 |    |       |    |       |
| Horton      | Kristin     | \$ | 15.70  |    |       |    |       |
| Hvalka      | Carol-Anne  | \$ | 32,684 |    |       |    |       |
| Inhofer     | Shelly      | \$ | 62,017 |    |       |    |       |
| Isaacson    | CherylLynn  | \$ | 64,155 |    |       |    |       |
| Iverson     | Shannon     | \$ | 17.00  |    |       |    |       |
| Jahn        | Lauren      | \$ | 48,395 |    |       |    |       |
| Jensen      | Carolyn     | \$ | 62,472 |    |       |    |       |
| Johnson     | Karen       | \$ | 59,836 |    |       |    |       |
| Johnson     | Coleman     | \$ | 48,000 | \$ | 3,805 |    |       |
| Johnson     | Eric        | \$ | 52,331 | \$ | 6,585 |    |       |
| Johnson     | Karmen      | \$ | 55,921 |    |       |    |       |
| Johnson     | Elizabeth   | \$ | 96,600 |    |       |    |       |
| Johnson     | Cathy       | \$ | 16.22  |    |       |    |       |
| Johnson     | Dawn        | \$ | 16.85  |    |       |    |       |
| Johnson     | Wendy       | \$ | 15.44  |    |       |    |       |
| Jones       | Kirby       | \$ | 49,379 |    |       |    |       |
| Jones       | Jada        | \$ | 48,000 |    |       |    |       |
| Jordan      | Taylor      | \$ | 48,395 |    |       |    |       |
| Justice     | Keenan      | \$ | 49,379 | \$ | 2,746 | \$ | 2,571 |
| Jutting     | Katy        | \$ | 69,829 |    |       |    |       |
| Kafka       | Sherrie     | \$ | 63,146 | \$ | 4,774 |    |       |
| Karsten     | Jean        | \$ | 61,844 | \$ | 1,422 |    |       |
| Karsten     | Debra       | \$ | 17.00  |    |       |    |       |
| Kassis      | Tiana       | \$ | 48,000 |    |       |    |       |
| Kaufman     | Stephanie   | \$ | 63,146 | \$ | 894   |    |       |
| Keffeler    | Jennifer    | \$ | 36,538 |    |       |    |       |
| Keffeler    | Kristal     | \$ | 2,243  |    |       |    |       |
| Keffeler    | Coleen      | \$ | 81,900 |    |       |    |       |
| Keisel      | Timmi       | \$ | 52,076 | \$ | 5,473 |    |       |
| Kennedy     | Shawntera   | \$ | 54,210 | \$ | 5,672 | \$ | 1,237 |
| Keszler     | Steve       | \$ | 62,411 | \$ | 4,774 | \$ | 4,774 |
| Keszler     | Seth        | \$ | 16.28  | \$ | 2,109 | \$ | 2,094 |
| Kieffer     | Casey       | \$ | 51,734 |    |       |    |       |
| Kier        | Lorelei     | \$ | 15.35  |    |       |    |       |
| Killinger   | Rebecca     | \$ | 48,000 |    |       |    |       |
| Kirchner    | Josh        | \$ | 4,090  |    |       |    |       |
| Kleinsasser | Lisa        | \$ | 48,782 |    |       |    |       |
| Knutson     | Carla       | \$ | 17.00  |    |       |    |       |
| Koletzky    | Christopher | \$ | 57,824 | \$ | 6,544 | \$ | 4,603 |
| Komes       | Heidi       | \$ | 50,025 |    |       |    |       |
| Kongwilai   | Napaporn    | \$ | 14.75  |    |       |    |       |
| Koontz      | Shawn       | \$ | 55,474 | \$ | 1,314 |    |       |
| Kopplin     | Holly       | \$ | 16.93  |    |       |    |       |
| Kopriva     | Lauren      | \$ | 48,395 |    |       |    |       |
| Kosters     | Gracie      | \$ | 48,000 |    |       |    |       |
| Kotab       | Christian   | \$ | 26.78  |    |       |    |       |

|                 |           |    |        |    |       |    |       |
|-----------------|-----------|----|--------|----|-------|----|-------|
| Kraft           | Heidi     | \$ | 59,900 |    |       |    |       |
| Krenn           | Jessica   | \$ | 17.00  |    |       |    |       |
| Kronmiller      | Hadlee    | \$ | 16.80  |    |       |    |       |
| Kruse           | Heidi     | \$ | 54,281 |    |       |    |       |
| Lalicker        | Adam      | \$ | 71,089 |    |       |    |       |
| Langenbau       | Kristi    | \$ | 48,000 |    |       |    |       |
| Lanphear        | Tod       | \$ | 21.37  |    |       |    |       |
| Larson          | Loreena   | \$ | 49,379 |    |       |    |       |
| Larson-Audiss   | Sara      | \$ | 17.00  |    |       |    |       |
| Lax             | Cindy     | \$ | 17.97  |    |       |    |       |
| Leonhardt       | Bryce     | \$ | 58,439 | \$ | 4,717 | \$ | 1,335 |
| Lesmeister      | Cody      | \$ | 48,395 |    |       |    |       |
| Lewis           | Tyler     | \$ | 48,000 | \$ | 3,862 | \$ | 2,494 |
| Ligtenberg      | Chantal   | \$ | 96,644 |    |       |    |       |
| Lingwall        | Cerrina   | \$ | 17.00  |    |       |    |       |
| Linn            | Sarah     | \$ | 15.75  |    |       |    |       |
| Lisko           | Rainee    | \$ | 17.17  |    |       |    |       |
| Lockman         | Pasiensia | \$ | 48,000 |    |       |    |       |
| Loftin          | Jennifer  | \$ | 48,782 | \$ | 3,304 | \$ | 1,232 |
| Long            | Lexi      | \$ | 17.00  | \$ | 2,035 |    |       |
| Lorius          | Laurie    | \$ | 22.10  |    |       |    |       |
| Louder          | Tyler     | \$ | 5,791  |    |       |    |       |
| Loughlin        | Kayla     | \$ | 14.70  |    |       |    |       |
| Loy             | Sonja     | \$ | 14.75  |    |       |    |       |
| Ludens          | Michelle  | \$ | 55,670 |    |       |    |       |
| Ludwick         | Tanya     | \$ | 21.90  |    |       |    |       |
| Lundeen         | Bridget   | \$ | 17.00  |    |       |    |       |
| Lyons           | Sarah     | \$ | 58,056 |    |       |    |       |
| Lyons           | Anna      | \$ | 49,339 | \$ | 2,630 |    |       |
| Mackaben        | Annette   | \$ | 18.12  |    |       |    |       |
| Maki            | Patrice   | \$ | 14.70  |    |       |    |       |
| Mallett         | Jennifer  | \$ | 56,655 |    |       |    |       |
| Manderfeld      | Wanona    | \$ | 18.06  |    |       |    |       |
| Marcoe          | Kristin   | \$ | 48,000 |    |       |    |       |
| Marolt          | Marco     | \$ | 48,000 |    |       |    |       |
| Marr            | Amanda    | \$ | 48,038 |    |       |    |       |
| Marso           | Patricia  | \$ | 52,290 |    |       |    |       |
| Martens         | Shelley   | \$ | 15.85  |    |       |    |       |
| Mathis-Anderson | Janis     | \$ | 66,090 |    |       |    |       |
| Matt            | Bailey    | \$ | 48,782 |    |       |    |       |
| Maxwell         | Samantha  | \$ | 14.97  |    |       |    |       |
| McCann          | Timothy   | \$ | 68,820 |    |       |    |       |
| McCaskey        | Mark      | \$ | 16.02  |    |       |    |       |
| McCauley        | Natalia   | \$ | 16.61  |    |       |    |       |
| McCurdy         | Sara      | \$ | 49,379 |    |       |    |       |
| McGillivray     | Maranda   | \$ | 56,500 |    |       |    |       |
| McGraw          | Kyle      | \$ | 52,679 |    |       |    |       |

|             |            |    |         |    |       |    |       |
|-------------|------------|----|---------|----|-------|----|-------|
| McNenny     | Daine      | \$ | 2,234   |    |       |    |       |
| Meirose     | Jill       | \$ | 19.57   |    |       |    |       |
| Meredith    | Michela    | \$ | 57,587  |    |       |    |       |
| Meyer       | Julie      | \$ | 59,742  |    |       |    |       |
| Meyer       | Sophia     | \$ | 16.95   |    |       |    |       |
| Middleton   | Avery      | \$ | 48,000  | \$ | 3,691 |    |       |
| Miller      | Cyle       | \$ | 57,212  |    |       |    |       |
| Miller      | Anne       | \$ | 60,160  |    |       |    |       |
| Miller      | Edward     | \$ | 14.70   |    |       |    |       |
| Miller      | Rayberta   | \$ | 17.33   |    |       |    |       |
| Mobley      | Alexandria | \$ | 15.75   |    |       |    |       |
| Mollman     | Julie      | \$ | 48,920  |    |       |    |       |
| Monahan     | Jennifer   | \$ | 59,445  |    |       |    |       |
| Montgomery  | Sarah      | \$ | 48,038  |    |       |    |       |
| Morell      | Vikki      | \$ | 15.50   |    |       |    |       |
| Mott        | Matthew    | \$ | 56,566  | \$ | 3,919 |    |       |
| Mullaney    | Tonya      | \$ | 67,107  |    |       |    |       |
| Murphy      | Roxanne    | \$ | 70,836  | \$ | 3,119 | \$ | 3,119 |
| Neiger      | Ronda      | \$ | 14.75   |    |       |    |       |
| Neilan      | Tammy      | \$ | 55,141  | \$ | 1,213 |    |       |
| Nelson      | Gary       | \$ | 66,328  | \$ | 1,481 | \$ | 2,706 |
| Nelson      | Tiffany    | \$ | 16.00   |    |       |    |       |
| Nelson      | Tina       | \$ | 17.17   |    |       |    |       |
| Nilson      | Kelsey     | \$ | 17.00   |    |       |    |       |
| Noel        | Michael    | \$ | 17.00   |    |       |    |       |
| O'Boyle     | Katherine  | \$ | 48,951  |    |       |    |       |
| O'Boyle     | Katherine  | \$ | 3,691   |    |       |    |       |
| Odle        | Ashlee     | \$ | 14.70   |    |       |    |       |
| Olson       | David      | \$ | 96,930  |    |       |    |       |
| Opstedahl   | Kathryn    | \$ | 14.70   |    |       |    |       |
| Ortiz       | Kristi     | \$ | 65,216  |    |       |    |       |
| Ostenson    | Susan      | \$ | 55,118  |    |       |    |       |
| Oviatt      | Megan      | \$ | 59,188  | \$ | 1,602 | \$ | 3,786 |
| Paget       | Stephanie  | \$ | 53,251  |    |       |    |       |
| Pankratz    | Melissa    | \$ | 67,829  |    |       |    |       |
| Paulsen     | Michele    | \$ | 57,200  |    |       |    |       |
| Peachey     | Anna       | \$ | 48,395  |    |       |    |       |
| Pennel      | Alicia     | \$ | 50,400  |    |       |    |       |
| Penticoff   | Laura      | \$ | 52,331  |    |       |    |       |
| Peterson    | Chrissy    | \$ | 103,101 |    |       |    |       |
| Peterson    | Julie      | \$ | 16.49   |    |       |    |       |
| Pierson     | Sunny      | \$ | 52,938  |    |       |    |       |
| Pitsor      | Elizabeth  | \$ | 49,976  |    |       |    |       |
| Pitsor      | Courtney   | \$ | 48,000  |    |       |    |       |
| Pool        | Courtney   | \$ | 58,815  | \$ | 6,368 |    |       |
| Porterfield | Brittan    | \$ | 66,744  |    |       |    |       |
| Proefrock   | Jordan     | \$ | 52,290  |    |       |    |       |

|                 |          |    |        |    |       |    |       |
|-----------------|----------|----|--------|----|-------|----|-------|
| Proefrock       | Blake    | \$ | 56,685 | \$ | 5,921 | \$ | 6,118 |
| Ramirez         | Katie Jo | \$ | 56,566 |    |       |    |       |
| Ramsdell        | Rhonda   | \$ | 72,593 |    |       |    |       |
| Rath            | Sally    | \$ | 14.75  |    |       |    |       |
| Rednour-Yearly  | Wendell  | \$ | 15.75  |    |       |    |       |
| Rhoden          | Cassie   | \$ | 2,243  |    |       |    |       |
| Richards        | Amy      | \$ | 45,116 |    |       |    |       |
| Riggs           | Angela   | \$ | 56,514 |    |       |    |       |
| Robinson-Miller | Sage     | \$ | 58,869 |    |       |    |       |
| Roddis          | Michael  | \$ | 62,234 |    |       |    |       |
| Romey           | Chelsae  | \$ | 52,679 |    |       |    |       |
| Roth            | KayDe    | \$ | 49,356 |    |       |    |       |
| Roy             | Aaden    | \$ | 48,500 |    |       |    |       |
| Ruel            | Nicole   | \$ | 14.70  |    |       |    |       |
| Ruff            | Kelsey   | \$ | 48,000 | \$ | 1,213 |    |       |
| Rundell         | Sara     | \$ | 48,395 |    |       |    |       |
| Russell         | Wanda    | \$ | 62,751 |    |       |    |       |
| Sadler          | Bridgett | \$ | 52,055 |    |       |    |       |
| Sandness        | Laura    | \$ | 62,113 |    |       |    |       |
| Sarringar       | Kayla    | \$ | 48,000 |    |       |    |       |
| Scarborough     | Carmen   | \$ | 16.80  |    |       |    |       |
| Scherer         | Sarah    | \$ | 62,305 |    |       |    |       |
| Schlichtemeier  | Jason    | \$ | 65,087 | \$ | 5,755 | \$ | 2,830 |
| Schmaltz        | Vincent  | \$ | 54,521 |    |       | \$ | 3,119 |
| Schrock         | Lisa     | \$ | 17.00  |    |       |    | \$    |
| Schrock         | Rex      | \$ | 22.93  | \$ | 3,119 |    |       |
| Schubauer       | Allison  | \$ | 55,670 |    |       |    |       |
| Schuelke        | Trenton  | \$ | 48,395 | \$ | 2,135 |    |       |
| Schuelke        | Stacy    | \$ | 59,742 |    |       |    |       |
| Schuldies       | Carolyn  | \$ | 55,118 |    |       |    |       |
| Schultz         | Michael  | \$ | 87,150 |    |       |    |       |
| Schuster        | Hayden   | \$ | 14.75  |    |       |    |       |
| Schuster        | Rebecca  | \$ | 14.75  |    |       |    |       |
| Selfridge       | Kayleen  | \$ | 48,395 | \$ | 2,202 |    |       |
| Septka          | John     | \$ | 20.47  |    |       |    |       |
| Serbousek       | Natalie  | \$ | 55,436 |    |       |    |       |
| Severson        | Beth     | \$ | 59,048 |    |       |    |       |
| Seyer           | Tanya    | \$ | 55,118 |    |       |    |       |
| Silvernail      | Rebecca  | \$ | 70,782 |    |       |    |       |
| Simons          | Anne     | \$ | 64,060 |    |       |    |       |
| Sivertsen       | Rance    | \$ | 1,047  |    |       |    |       |
| Sjomeling       | Celena   | \$ | 15.75  |    |       |    |       |
| Skinner         | Daniel   | \$ | 48,000 | \$ | 2,494 |    |       |
| Skinner         | Kerry    | \$ | 68,677 |    |       |    |       |
| Skovlund        | Makenzie | \$ | 48,038 |    |       |    |       |
| Sletten         | Coleen   | \$ | 19.79  |    |       |    |       |
| Small           | Marjorie | \$ | 71,147 |    |       |    |       |

|                   |          |    |        |    |       |          |
|-------------------|----------|----|--------|----|-------|----------|
| Smeenk            | Jamie    | \$ | 15.75  |    |       |          |
| Smith             | Rebecca  | \$ | 48,000 |    |       |          |
| Smith             | Kimberly | \$ | 49,379 |    |       |          |
| Smith             | Paul     | \$ | 4,147  |    |       |          |
| Smith             | Ginger   | \$ | 16.80  |    |       |          |
| Snyder            | Jenna    | \$ | 48,000 |    |       |          |
| Somervold         | Kimberly | \$ | 48,000 |    |       |          |
| Soriano           | Gina     | \$ | 48,000 | \$ | 1,213 |          |
| Spear             | Samantha | \$ | 17.54  |    |       |          |
| Sperling          | Danielle | \$ | 17.00  |    |       |          |
| Spring Schrader   | Kerry    | \$ | 24,000 |    |       |          |
| Stagner           | Kelli    | \$ | 49,379 |    |       |          |
| Stanforth         | Cooper   | \$ | 49,379 | \$ | 1,276 | \$ 2,570 |
| Steckelberg       | Alli     | \$ | 49,497 |    |       |          |
| Steinley          | Grace    | \$ | 57,148 | \$ | 2,166 |          |
| Stenbak           | Mary     | \$ | 56,566 |    |       |          |
| Stevens           | Renee    | \$ | 48,000 |    |       |          |
| Strand            | Dena     | \$ | 16.85  |    |       |          |
| Stribel           | Amara    | \$ | 49,379 |    |       |          |
| Sullivan          | Wayne    | \$ | 87,000 |    |       |          |
| Sulzbach-Bataille | Mica     | \$ | 16.91  |    |       |          |
| Sundall-Taylor    | Kristin  | \$ | 56,566 |    |       |          |
| Swedin            | Jana     | \$ | 48,038 |    |       |          |
| Symonds           | Lisa     | \$ | 25.48  |    |       |          |
| Tarrant           | Amanda   | \$ | 16.28  |    |       |          |
| Tarrant           | McKenzie | \$ | 14.70  |    |       |          |
| Tarrant           | Terry    | \$ | 14.70  |    |       |          |
| Taylor            | Jodie    | \$ | 19.90  |    |       |          |
| Tchida            | Codi     | \$ | 15.50  |    |       |          |
| Teppo             | Delmar   | \$ | 19.11  |    |       |          |
| Tescher           | Anna     | \$ | 52,548 |    |       |          |
| Toolen            | Taylor   | \$ | 17.00  |    |       |          |
| Treloar           | Julie    | \$ | 52,988 |    |       |          |
| Trohkimoinen      | Taylor   | \$ | 48,395 | \$ | 2,238 | \$ 2,058 |
| Tveidt            | Sheldon  | \$ | 19.80  |    |       |          |
| Uit de Flesch     | Heidi    | \$ | 14.75  |    |       |          |
| Urbaniak          | Missy    | \$ | 55,118 |    |       |          |
| Van Zee           | Kari     | \$ | 48,395 | \$ | 800   |          |
| Voight            | Tamara   | \$ | 56,566 | \$ | 4,432 |          |
| Waitman           | Abbie    | \$ | 54,210 |    |       |          |
| Waliser           | Carolyn  | \$ | 15.10  |    |       |          |
| Walker            | Carla    | \$ | 15.44  |    |       |          |
| Walton            | Ian      | \$ | 49,379 |    |       |          |
| Weber             | Rebecca  | \$ | 55,493 |    |       |          |
| Weisz             | Judy     | \$ | 16.28  |    |       |          |
| Wendt             | Karrie   | \$ | 50,025 |    |       |          |
| Wenk              | Cami     | \$ | 54,210 |    |       |          |

|             |          |    |         |          |          |
|-------------|----------|----|---------|----------|----------|
| West        | Chris    | \$ | 61,519  |          |          |
| Wetz        | Angela   | \$ | 16.80   |          |          |
| Wheaton     | Kristin  | \$ | 56,514  |          |          |
| Whidby      | Shane    | \$ | 49,976  | \$ 3,862 | \$ 2,238 |
| Whitehead   | Michelle | \$ | 52,956  |          |          |
| Whitman     | Jennifer | \$ | 16.28   |          |          |
| Whitted     | Kayelyn  | \$ | 48,000  |          |          |
| Wientjes    | Racquel  | \$ | 18.90   |          |          |
| Wilcox      | Amy      | \$ | 2,238   |          |          |
| Williams    | Andria   | \$ | 52,988  |          |          |
| Willuweit   | Becky    | \$ | 15.07   |          |          |
| Wilson      | Caitlin  | \$ | 48,000  |          |          |
| Wilson      | Kassi    | \$ | 51,734  |          |          |
| Wilson      | Mikayla  | \$ | 52,988  |          |          |
| Wilson      | Pete     | \$ | 110,740 |          |          |
| Wilson      | Joan     | \$ | 17.11   |          |          |
| Wood        | Melissa  | \$ | 61,461  |          |          |
| Wood        | Adam     | \$ | 15.50   |          |          |
| Woods       | Lindsey  | \$ | 48,000  |          |          |
| Word-Dennis | Jennifer | \$ | 17.00   |          |          |
| Wormstadt   | Wayne    | \$ | 174,000 |          |          |
| Worthington | Katrina  | \$ | 51,734  |          |          |
| Wuebben     | Brooke   | \$ | 5,506   | \$ 3,251 |          |
| Yorba       | Shannon  | \$ | 15.75   |          |          |
| Young       | Emily    | \$ | 48,782  | \$ 4,033 |          |
| Zacher      | Allison  | \$ | 48,000  |          |          |
| Zwahr       | Bailey   | \$ | 48,395  |          |          |

**Meade School District  
Claims for Payment  
JULY 10, 2023**

| Vendor Name         | Description         | Amount            |
|---------------------|---------------------|-------------------|
| AERCOR              | SUPPLIES            | 4,290.33          |
|                     | <b>VENDOR TOTAL</b> | <u>4,290.33</u>   |
| APPLE               | LEASE               | 394,594.31        |
|                     | <b>VENDOR TOTAL</b> | <u>394,594.31</u> |
| ASBSD WK COMP       | WORK COMP INS       | 38,190.00         |
|                     | <b>VENDOR TOTAL</b> | <u>38,190.00</u>  |
| ASBSD               | DUES                | 3,924.16          |
|                     | <b>VENDOR TOTAL</b> | <u>3,924.16</u>   |
| BHSSC               | TRAINING            | 500.00            |
|                     | <b>VENDOR TOTAL</b> | <u>500.00</u>     |
| BHSS                | SERVICES            | 1,164.57          |
| BHSS                | SERVICES            | 221.36            |
| BHSS                | SERVICES            | 7,651.58          |
| BHSS                | SERVICES CREDIT     | (8,941.65)        |
|                     | <b>VENDOR TOTAL</b> | <u>95.86</u>      |
| BORDERLAN           | CONTENT FILTER      | 12,400.00         |
|                     | <b>VENDOR TOTAL</b> | <u>12,400.00</u>  |
| CPI                 | REGISTRATION        | 4,249.00          |
|                     | <b>VENDOR TOTAL</b> | <u>4,249.00</u>   |
| DEL SCHUHS PAINTING | SERVICES            | 17,820.00         |
|                     | <b>VENDOR TOTAL</b> | <u>17,820.00</u>  |
| DREAMBOX LEARNING   | SOFTWARE            | 20,735.01         |
|                     | <b>VENDOR TOTAL</b> | <u>20,735.01</u>  |
| E-RATE              | ERATE SERVICES      | 4,750.00          |
|                     | <b>VENDOR TOTAL</b> | <u>4,750.00</u>   |
| ESGI                | SOFTWARE            | 4,218.00          |
|                     | <b>VENDOR TOTAL</b> | <u>4,218.00</u>   |
| FRONTLINE           | SOFTWARE            | 19,854.59         |
|                     | <b>VENDOR TOTAL</b> | <u>19,854.59</u>  |
| INFINITE CAMPUS     | LICENSES            | 6,136.00          |
|                     | <b>VENDOR TOTAL</b> | <u>6,136.00</u>   |
| INNOVATIVE OFFICE   | SUPPLIES            | 66.18             |
|                     | <b>VENDOR TOTAL</b> | <u>66.18</u>      |
| KRCS                | TOWER RENT          | 720.00            |
|                     | <b>VENDOR TOTAL</b> | <u>720.00</u>     |

|                      |                        |                   |
|----------------------|------------------------|-------------------|
| LEXIA LEARNING       | SOFTWARE               | 29,360.00         |
|                      | <b>VENDOR TOTAL</b>    | <u>29,360.00</u>  |
| LIBERTY CHEVROLET    | VEHICLE                | 49,000.00         |
|                      | <b>VENDOR TOTAL</b>    | <u>49,000.00</u>  |
| MARCO                | EQUIPMENT              | 131,401.81        |
|                      | <b>VENDOR TOTAL</b>    | <u>131,401.81</u> |
| NORTHLAND SECURITIES | DEBT PAYMENT           | 562,507.50        |
|                      | <b>VENDOR TOTAL</b>    | <u>562,507.50</u> |
| NWEA                 | SOFTWARE               | 18,200.00         |
|                      | <b>VENDOR TOTAL</b>    | <u>18,200.00</u>  |
| SASD                 | REGISTRATION WORMSTADT | 200.00            |
| SASD                 | DUES PORTERFIELD       | 543.00            |
| SASD                 | DUES BURDITT           | 697.00            |
| SASD                 | DUES DSCHAAK           | 865.00            |
| SASD                 | DUES JUTTING           | 685.00            |
| SASD                 | DUES KEFFELER          | 770.00            |
| SASD                 | DUES OLSON             | 828.00            |
| SASD                 | DUES PANKRATZ          | 448.00            |
| SASD                 | DUES PETERSON          | 783.00            |
| SASD                 | DUES-- SCHERER         | 192.00            |
| SASD                 | DUES--S SCHERER        | 561.00            |
| SASD                 | DUES SULLIVAN          | 548.00            |
| SASD                 | DUES WILSON            | 929.00            |
| SASD                 | DUES-WORMSTADT         | 1,592.00          |
| SASD                 | DUES CHRISTENSEN       | 706.00            |
| SASD                 | DUES LIGTENBERG FY 24  | 865.00            |
|                      | <b>VENDOR TOTAL</b>    | <u>11,212.00</u>  |
| SCHOOL DATEBOOKS     | SUPPLIES               | 728.30            |
|                      | <b>VENDOR TOTAL</b>    | <u>728.30</u>     |
| SDSNA                | REGISTRATION           | 570.00            |
|                      | <b>VENDOR TOTAL</b>    | <u>570.00</u>     |
| SDSTE                | MEMBERSHIP             | 30.00             |
|                      | <b>VENDOR TOTAL</b>    | <u>30.00</u>      |
| SNASD                | REGISTRATION           | 595.00            |
|                      | <b>VENDOR TOTAL</b>    | <u>595.00</u>     |
| SUI                  | SOFTWARE               | 8,500.00          |
|                      | <b>VENDOR TOTAL</b>    | <u>8,500.00</u>   |
| SDRSP                | FEES                   | 45.00             |
| SDRSP                | SL BUYBACK             | 673.81            |
| SDRSP                | SL BUYBACK             | 4,024.65          |
| SDRSP                | FEES                   | 45.00             |
|                      | <b>VENDOR TOTAL</b>    | <u>4,788.46</u>   |

|            |                     |                   |
|------------|---------------------|-------------------|
| TEMTECH    | CONTRACT            | 8,228.50          |
|            | <b>VENDOR TOTAL</b> | <u>8,228.50</u>   |
| TIE OFFICE | MEMBERSHIP          | 2,650.00          |
|            | <b>VENDOR TOTAL</b> | <u>2,650.00</u>   |
| TRUIST     | DEBT PAYMENT        | 149,305.54        |
| TRUIST     | DEBT PAYMENT        | 303,454.76        |
|            | <b>VENDOR TOTAL</b> | <u>452,760.30</u> |
| US BANK    | DEBT PAYMENT        | 825.00            |
| US BANK    | DEBT PAYMENT        | 570,900.00        |
| US BANK    | DEBT PAYMENT        | 556,273.75        |
| US BANK    | DEBT PAYMENT        | 825.00            |
|            | <b>VENDOR TOTAL</b> | <u>1,128,823.</u> |

|                    |                  |
|--------------------|------------------|
| GENERAL FUND       | \$ 100,121.53    |
| CAPITAL OUTLAY     | \$ 2,827,133.66  |
| SPECIAL EDUCATION  | \$ 11,985.91     |
| FOOD SERVICE       | \$ 1,817.90      |
| ENTERPRISE FUND    | <u>\$ 840.06</u> |
| TOTAL EXPENDITURES | \$ 2,941,899.06  |

REQUEST FOR SCHOOL BOARD WAIVER

Date: June 22, 2023

Name of the school board member, school administrator or school business manager requesting the waiver:  
Sandy Cass

Brief explanation of the potential conflict of interest:

Patrick Cass is an 8th grade teacher at SWMS and coaches basketball & football at the high school. He is my husband. My daughter EmmahLeigh Cass is a substitute teacher in Meade 46-1.  
Brief explanation of the essential terms of the contract(s) or transaction(s) from which a potential conflict of interest may arise, including

(1) all parties to the contract

Patrick Cass      EmmahLeigh Cass      Sandy Cass

(2) the person's role in the contract or transaction

Patrick Cass - Meade 46-1 employee  
Sandy Cass - School Board Member      EmmahLeigh Cass - Meade 46-1 employee

(3) the purpose(s)/objective(s) of the contract

(4) the consideration or benefit conferred or agreed to be conferred upon each party

I will not be involved with hiring, negotiated salaries or pay or evaluations for either Patrick or EmmahLeigh.

(5) the length of time of the contract

July 2023 - June 2024

(6) any other relevant information

Signature of Person Requesting Waiver:

**THIS IS A PUBLIC DOCUMENT**

\_\_\_\_\_ SCHOOL BOARD

**WAIVER AUTHORIZATION PURSUANT TO SDCL 3-23-3**

A written request for waiver of conflict, dated \_\_\_\_\_, was received from \_\_\_\_\_  
\_\_\_\_\_. The request was acted upon by the members of the \_\_\_\_\_  
\_\_\_\_\_ School District School Board during a meeting held on \_\_\_\_\_.

\_\_\_\_\_ The request for waiver was denied because the terms of the contract were not considered fair and reasonable, or contrary to the public interest.

\_\_\_\_\_ The request for waiver was authorized because the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted.

\_\_\_\_\_ The request for waiver was authorized because the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted, subject to the following conditions:

Signature of School Board President /Chairperson or Authorized Member

\_\_\_\_\_

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

Date \_\_\_\_\_

Date mailed to Auditor General \_\_\_\_\_

**THIS IS A PUBLIC DOCUMENT**

**REQUEST FOR SCHOOL BOARD WAIVER**

Date : 7/5/23

Name of the school board member, school administrator or school business manager requesting the waiver:

Brittan Porterfield

Brief explanation of the potential conflict of interest:  
My wife will be a substitute teacher.

Brief explanation of the essential terms of the contract(s) or transaction(s) from which a potential conflict of interest may arise, including

(1) all parties to the contract

Brittan Porterfield; Jennifer Porterfield

(2) the person's role in the contract or transaction

Brit (Adminstrator); Jennifer (teacher)

(3) the purpose(s)/objective(s) of the contract

To allow Jennifer to work at Whitewood Elementary as a substitute teacher

(4) the consideration or benefit conferred or agreed to be conferred upon each party  
Substitute teachers are difficult to find.

(5) the length of time of the contract

2023-2024 school year

(6) any other relevant information

Signature of Person Requesting Waiver:



A handwritten signature in black ink, appearing to read 'Brittan Porterfield', is written over a horizontal line. The signature is cursive and somewhat stylized.

**THIS IS A PUBLIC DOCUMENT**

\_\_\_\_\_ SCHOOL BOARD

**WAIVER AUTHORIZATION PURSUANT TO SDCL 3-23-3**

A written request for waiver of conflict, dated \_\_\_\_\_, was received from

\_\_\_\_\_. The request was acted upon by the members of the

\_\_\_\_\_ School District School Board during a meeting held on \_\_\_\_\_.

\_\_\_\_\_ The request for waiver was denied because the terms of the contract were not considered fair and reasonable, or contrary to the public interest.

\_\_\_\_\_ The request for waiver was authorized because the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted.

\_\_\_\_\_ The request for waiver was authorized because the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted, subject to the following conditions:

Signature of School Board President /Chairperson or Authorized Member

\_\_\_\_\_

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

Date \_\_\_\_\_

Date mailed to Auditor General \_\_\_\_\_

**THIS IS A PUBLIC DOCUMENT**



# Employee Travel

Travel expenses for attendance at educational functions are reimbursed when employees have been chosen to represent Meade School District 46-1 at educational meetings/functions. It is the intent of the school district that employees shall be reimbursed for all allowable expenses; however, they are urged to practice thrift at all times.

1. If you travel by plane, tourist or coach class via shortest route shall be used whenever possible. A round-trip ticket should be purchased unless return plans are indefinite and approved prior to travel.
2. School vehicles shall be used whenever possible. If a personal auto is used, reimbursement will be at the State rate for use of private automobile, plus toll charges and parking fees. The mode of transportation should be approved by your supervisor. The mileage allowance as of 07/01/2023 is 51¢ per mile when traveling by private auto.
3. You will be reimbursed for the cost of the following; receipts are required.
  - a. Lodging - State rate of \$75.00 (unless less than actual cost) should be requested. Out-of-state rate of \$175.00 (unless less than actual cost) should be requested.
  - b. Meals per diem (A notation should be made on the expense form for banquets and luncheons which are unusually expensive.)
  - c. Registration fees
  - d. Bus and taxicab fare

## State Travel Rates 07/01/2023

Travel Allowances: A receipt must be turned in for all expenses. This includes airline tickets, lodging expense, taxi and/or other transportation charges, and all other expenditures. As of 07/01/2023, meals will be paid at State rates which are as follows:

### In-State Meal Rates:

| MEALS     |         | Leave Before | Return After |
|-----------|---------|--------------|--------------|
| Breakfast | \$ 6.00 | 5:31 a.m.    | 7:59 a.m.    |
| Lunch     | 14.00   | 11:31 a.m.   | 12:59 p.m.   |
| Dinner    | 20.00   | 5:31 p.m.    | 7:59 p.m.    |

### Out-of-State Meal Rates:

| MEALS     |          | Leave Before | Return After |
|-----------|----------|--------------|--------------|
| Breakfast | \$ 10.00 | 5:31 a.m.    | 7:59 a.m.    |
| Lunch     | 18.00    | 11:31 a.m.   | 12:59 p.m.   |
| Dinner    | 28.00    | 5:31 p.m.    | 7:59 p.m.    |

**GUARANTEE TRUST LIFE INSURANCE COMPANY**

Glenview, Illinois

**Application For Student Accident Insurance**

Name of Policyholder: Meade School District #46-1  
Address: 1230 Douglas St Sturgis SD 57785  
Street City State Zip County

Junior/Middle High Schools consist of grades \_\_\_\_\_ Senior High Schools consist of \_\_\_\_\_ grades  
Total District enrollment: \_\_\_\_\_ Please attach a list of all schools in the District.

Policy Number: 404-125-141-G

**STUDENT ACCIDENT COVERAGE**

Coverage shall become effective on the date that premium is received by the Company or its representative, but in no event prior to the first day of school, which is \_\_\_\_\_ The termination date shall be \_\_\_\_\_ which is the opening day of the following fall term of the Policyholder. Termination of each individual's insurance will be as outlined in the Master Policy.

For interscholastic sports which begin prior to the first day of school, coverage begins on the first day of the earliest practice, which is \_\_\_\_\_. Coverage for each individual sport terminates at the end of its season, as determined by the State High School Athletic Association.

**FOOTBALL ONLY ACCIDENT COVERAGE**  **IN EFFECT**  **NOT IN EFFECT**

Interscholastic Football Only Accident Coverage becomes effective at 12:01 a.m. on \_\_\_\_\_ and expires at 11:59 p.m. on December 31st of the same year. Spring Practice begins on \_\_\_\_\_. Each individual's football coverage shall become effective on the date the premium is paid, provided the Company receives the name and premium in an envelope postmarked not later than three days after coverage is to be effective. In the event that the name and premium are received at a later date, coverage shall be effective on the day after the date of postmark.

It is understood and agreed that Interscholastic Football Only Accident Coverage will be null and void unless Student Accident Coverage is offered by the school authorities to all students in all schools of the Policyholder.

| The Student Accident Insurance Policy will cover those students who pay the required premium as shown below: |        |                   |          |        |                   |
|--|--------|-------------------|----------|--------|-------------------|
| COVERAGE   | GRADES | PREMIUMS          | COVERAGE | GRADES | PREMIUMS          |
| 24-Hour  | PK-12  | \$180.00/\$365.00 | Football | 9-12   | \$250.00/\$500.00 |
| School-Time  | PK-8   | \$50.00/\$100.00  |          |        |                   |
| School-Time  | 9-12   | \$75.00/\$150.00  |          |        |                   |

It is agreed that any claim form presented by the Policyholder will certify that the claimant was actually injured while attending, playing, or practicing, or attending school as a student of the Policyholder.

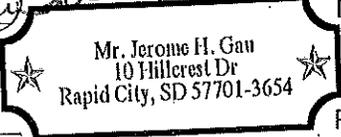
All documents that form our insurance relationship will be provided to you in electronic format, unless otherwise requested.

**The following notices are applicable where stated:**  
**ALL OTHER STATES, except NEW HAMPSHIRE:** Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim containing any false, incomplete, or misleading information may be guilty of insurance fraud and subject to criminal and civil penalties.

Authorized Signature: [Signature] Date: 3-24-23

Agent Signature: [Signature] Date: 4-6-2023

Ship supplies to address below:  
Street Address: N/A Phone: N/A  
City: N/A State: N/A Zip: N/A  
Attention: N/A Requested Date of Shipment: N/A



Please provide an email address to receive roster forms electronically: \_\_\_\_\_

# Client Authorization to Bind Coverage

After careful consideration of First Agency's (Gallagher) proposal dated January, 2023 we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

| Effective Dates:<br>8/1/23 - 8/1/24                             | LINE OF COVERAGE   | PREMIUM | CARRIER                       |
|---|--------------------|---------|-------------------------------|
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Voluntary Accident | Various | Guarantee Trust Life Ins. Co. |

Do you have other coverage considerations?

Yes  No

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

**Producer/ Insured Coverage Amendments and Notes:**

## Exposures and Values

You confirm the schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

## Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals. Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.aig.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: Brett Burditt Business Manager  
 Print Name (Specify Title)

Meade School District #46-1

School Name

Brett Burditt  
 Signature

Date: 4-6-2023

# Bindable Quotations & Compensation Disclosure Schedule

Meade School District #46-1:

| Coverage(s)        | Carrier Name(s)               | Wholesaler, MGA, or Intermediary Name<br>1 | Estimated Annual Premium<br>2 | Comm. % or Fee<br>3 | Gallagher U.S. owned Wholesaler, MGA or Intermediary % |
|--------------------|-------------------------------|--|-------------------------------|---------------------|--|
| Voluntary Accident | Guarantee Trust Life Ins. Co. | First Agency                               | \$TBD                         | 15%                 | N/A  |

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.
2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
3. The commission rate is a percentage of annual premium excluding taxes & fees.

**Stipend Schedule**  
**2023-2024**

|   |   |
|---|---|
| Instructional Council –<br>-Curriculum Department Chair<br>- District Grade Level Leader                  | \$1,000/yr.<br>\$30/hour (as needed)              |
| Curriculum Committee Member   | \$30/hour (as needed)                             |
| PASS Teacher Leader/Trainer   | \$150 per day of training or learning             |
| PREPaRE Committee Member  | \$1000/year                                       |
| *15 members starting FY24 for 3-5 years for start-up<br>(will decrease members after this initial period) |   |
| Any Presenter   | \$50/hour when presenting<br>(includes prep time) |
| Teacher Mentor  | \$300/year per mentee )                           |
| Summer School & After-School Teacher  | \$30/hour   |
| Non-Certificated Substitute Teacher (7.5 hours)   | \$100/day (1-25 days)<br>\$130/day (26+ days)     |
| Non-Certificated Substitute Teacher (8 hours)   | \$106/day (1-25 days)<br>\$136/day (26+ days)     |
| Certificated Substitute Teacher (7.5 hours)   | \$120/day (1-25 days)<br>\$150/day (26+ days)     |
| Certificated Substitute Teacher (8 hours)   | \$126/day (1-25 days)<br>\$156/day (26+ days)     |
| **No retroactive pay for substitute rates   |   |

## Substitute Pay Proposed Changes for 2023-24

### Current:

|   |            |       |
|---|------------|-------|
| Non Certificated                            | Days 1-10  | \$90  |
|   | Days 11-45 | \$100 |
|   | Days 46+   | \$120 |
| (All step ups retro back for bump to day 1) |            |       |
| Certificated                                | Days 1-10  | \$105 |
|   | Days 11-45 | \$120 |
|   | Days 46+   | \$140 |
| (All step ups retro back for bump to day 1) |            |       |

### Proposed:

|                  |           |       |
|------------------|-----------|-------|
| Non Certificated | Days 1-25 | \$100 |
|                  | Days 26+  | \$130 |
| **NO RETRO       |           |       |
| Certificated     | Days 1-25 | \$120 |
|                  | Days 26+  | \$150 |
| **NO RETRO       |           |       |

Current Para/Admin Asst sub pay = Starting hourly wage of position (\$14/hr - \$17/hr)

\*equates to \$105 - \$128 per 7.5 hour day

Proposed: Move Para & Admin Asst sub pay to daily rate, same as teacher pay.

Rationale: Buildings have a difficult time finding subs for para/office jobs due to wage differences and step up counts.

\*\*Nurse & Food Service would keep hourly sub rates



June 13, 2023

School Board and Management  
Meade School District No. 46-1  
1230 Douglas Street  
Sturgis, South Dakota 57785

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information as of June 30, 2023, and for the year then ended and the related notes, which collectively comprise the District's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended June 30, 2023. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that the included supplementary information, such as management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI.

The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Schedule of the District's Proportionate Share of the Net Pension Liability (Asset)
- 4) Schedule of Pension Contributions
- 5) Notes to Required Supplementary Information

#### **Schedule of Expenditures of Federal Awards**

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

- 1) Corrective Action Plan
- 2) List of School District Officials

#### **Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, schedule of prior audit findings and question costs, and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

#### **Audit of the Financial Statements**

We will conduct our audits in accordance GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.<sup>2</sup> However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and, if applicable, in accordance with any state or regulatory audit requirements. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

We have not concluded the planning stage of our audit. We believe the following significant risks identified in the prior period are still relevant. However, modifications may be made:

- Management override of internal controls
- Improper revenue recognition
- Compliance with federal awards
- Implementation of new GASB Standards

Our responsibility as auditor is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the District's basic financial statements. Our report will be addressed to the School Board of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

### **Audit of Major Program Compliance**

Our audit of the District's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and, in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management's Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;<sup>3</sup>
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;

15. To provide us with:

- a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit;
  - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence; and
  - d. If the District issues an annual report, a written acknowledgement of all documents that management expects to issue that will be included in the annual report and planned timing and method of issuance of that annual report and a final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in internal control, and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

### **Nonattest Services**

With respect to any nonattest services, we agree to perform the following:

- Prepare the year-end financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. The financial statements and related notes will be reviewed and approved by management.
- Propose adjusting or correcting journal entries, based on information provided by you, to be reviewed and approved by the District's management.
- Consult management on the implementation of new accounting standards, if applicable.

We will not assume management responsibilities on behalf of the District. However, we will provide advice and recommendations to assist management of the District in performing its responsibilities.

The District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards including the *Code of Professional Conduct* issued by the AICPA.
- This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

### **Other**

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will not undertake any accounting services (including but not limited to the reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

In connection with this engagement, we may communicate with you or others via personal fax or email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for the interception or unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We may from time to time and depending on the circumstances and nature of the services we are providing, share your confidential information with third-party service providers, some of whom may be cloud-based, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality terms with all service providers to maintain the confidentiality of your information and will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. If we are unable to secure appropriate confidentiality terms with a third-party service provider, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Although we will use our best efforts to make the sharing of your confidential information with such third parties secure from unauthorized access, no completely secure system for electronic data transfer exists. As such, by your signature below, you understand that the firm makes no warranty, expressed or implied, on the security of electronic data transfers.

The timing of our audit will be scheduled for performance and completion as follows:

|   | <b>Begin</b>   | <b>Complete</b> |
|---|----------------|-----------------|
| Mail Confirmations                              | July 2023      | July 2023       |
| Document internal control and preliminary tests | August 2023    | August 2023     |
| Perform year-end audit procedures               | September 2023 | September 2023  |
| Issue audit report                              | December 2023  | December 2023   |

Deidre Budahl, CPA is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Casey Peterson, LTD's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

To ensure that Casey Peterson, LTD's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. Independence issues may not be overcome and could result in the inability of Casey Peterson, LTD to issue an audit opinion.

We estimate that our fees for these services will be \$23,000 for the audit, \$5,000 for each federal award program we test (single audit), and \$6,000 for the preparation of the financial statements and related notes. The single audit fee is based on our assumption that there will be no deviations from our normal testing. If we identify any deviations, the additional time required will be billed to you at our standard hourly rates which depend on the level of the professionals assigned to the work. Any nonattest services we provide will be billed to you at our standard hourly rates which depend on the level of professionals assigned to the work and the complexity of the work being performed. You will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc. Casey Peterson, LTD will provide you with a digital copy of your reports and up to 3 printed copies. You will be billed \$15 for each additional printed copy. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Invoices for these fees may be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. The District further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of the District's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services.

We may assist management in the evaluation and implementation of new accounting standards. Any assistance we provide to you regarding preparation for or implementation of upcoming accounting standards will be billed to you at our standard hourly rates which depend on the level of the professionals assigned to the work.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

At the conclusion of our audit engagement, we will communicate to the School Board the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and

- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Casey Peterson, LTD and constitutes confidential information. However, we may be requested to make certain audit documentation available to a regulator or its designee. If requested, access to such audit documentation will be provided under the supervision of Casey Peterson, LTD's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to a regulator or its designee. The regulator or its designee may intend or decide to distribute the copies of information contained therein to others, including other governmental agencies.

It is our policy to keep electronic records related to this engagement for seven years. Casey Peterson, LTD does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. It is your responsibility to retain and protect your records (which includes any work product we provide to you as well as any records that we return) for possible future use, including potential examination by any government or regulatory agencies. Casey Peterson, LTD does not accept responsibility for hosting client information. Therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data, and records. By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Casey Peterson, LTD shall be free to destroy our records related to this engagement.

You agree to release, indemnify, defend, and hold us harmless from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us or resulting from any actions against us by third parties relying on the financial statements described herein except for our own intentional wrongdoing.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes. The costs of any mediation proceeding shall be shared equally by all parties.

The District and Casey Peterson, LTD both agree that any dispute over fees charged by Casey Peterson, LTD to the District will be submitted for resolution by arbitration in accordance with the American Arbitration Association's applicable rules for resolving professional accounting and related services disputes, except that under all circumstances the arbitrator must follow the laws of the applicable state. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and, instead, we are accepting the use of arbitration for resolution. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

You may request that we provide you with a copy of our most recent external peer review and any subsequent reports received during the contract period.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditor and look forward to working with you and your staff.

Respectfully,

*Casey Peterson, LTD*

Casey Peterson, LTD  
Rapid City, South Dakota

RESPONSE:

This letter correctly sets forth our understanding.

Meade School District No. 46-1

Acknowledged and agreed on behalf of Meade School District No. 46-1 by:

Signature\_\_\_\_\_

Title (Management Representative)\_\_\_\_\_

Date\_\_\_\_\_

Signature\_\_\_\_\_

Title (Board Representative)\_\_\_\_\_

Date\_\_\_\_\_



14474 Carlson Circle | Tampa, Florida 33626

# Buyback Quote

PO-82014

Date: 6/6/2023

Signature Due By: //

Expiration Date: //

**Prepared For:**

Beth Johnson  
beth.johnson@k12.sd.us  
Meade School District 46-1

**Prepared By:**

mac of all trades  
Nathan Sharley  
n.sharley@macofalltrades.com

**Ship To:**

Meade School District 46-1  
1230 Douglas Street  
Sturgis, SD 57785  
United States

| Product                                   | Quantity | Sales Price | Total Price  |
|---|----------|-------------|--------------|
| iMac 20-inch                              | 1.00     | \$0.00      | \$0.00       |
| iPad (4th Gen) Wi-Fi (16GB)               | 4.00     | \$10.00     | \$40.00      |
| iPad (5th Gen) Wi-Fi (32GB)               | 29.00    | \$70.00     | \$2,030.00   |
| iPad (6th Gen) Wi-Fi (32GB)               | 81.00    | \$97.00     | \$7,857.00   |
| iPad Air (1st Gen) Wi-Fi (16GB)           | 20.00    | \$5.00      | \$100.00     |
| iPad Air (2nd Gen) Wi-Fi (16GB)           | 169.00   | \$40.00     | \$6,760.00   |
| Mac mini (Late 2014) 1.4 GHz              | 60.00    | \$60.00     | \$3,600.00   |
| Mac mini Server (Mid 2011) 2.0 GHz        | 1.00     | \$0.00      | \$0.00       |
| MacBook Air (11-inch, Early 2014) 1.4 GHz | 2.00     | \$55.00     | \$110.00     |
| MacBook Air (11-inch, Early 2015) 1.6 GHz | 37.00    | \$90.00     | \$3,330.00   |
| MacBook Air (11-inch, Mid 2013) 1.3 GHz   | 7.00     | \$40.00     | \$280.00     |
| MacBook Air (13-inch, Early 2014) 1.4 GHz | 2.00     | \$65.00     | \$130.00     |
| MacBook Air (13-inch, Early 2015) 1.6 GHz | 54.00    | \$116.00    | \$6,264.00   |
| MacBook Air (13-inch, Mid 2013) 1.3 GHz   | 48.00    | \$55.00     | \$2,640.00   |
| MacBook Air (13-inch, Mid 2017) 1.8 GHz   | 1,960.00 | \$225.00    | \$441,000.00 |

Total Quantity 2,475.00

Maximum Value \$474,141.00

Minimum Guarantee \$379,312.80

Grand Total \$474,141.00

**Notes**

Maximum Value: \$474,141.00

Minimum Guarantee: \$379,312.8 (Due Upon MOAT Takeout)

Address: Meade 46-1 Business Office 1230 Douglas Street Sturgis, SD. 57785

**Grading Breakdown:**

- Grade A - Like new condition. No defects, light hairline scratching on the casing is acceptable - Full price
- Grade B - Minor defects such as corner bends, case scuffs, or light screen wear - 15% less than Grade A value
- Grade C - Moderate or multiple defects including dents, case wear, or screen imperfections - 30% less than Grade A value
- Grade D - Heavy signs of use. Including major cosmetic defects - 50% less than Grade A value
- Grade F - Defective or broken items (logic boards, displays, keyboard, ports, buttons, trackpad, battery, RAM, hard drive, cameras, audio, network connectivity, hinges, etc) - 85% less than Grade A value

**Graded Pricing**

All units are quoted for Grade A value. Grade A - 100%. Grade B - 85%. Grade C - 70%. Grade D - 50%. Grade F - 15%.

Mac of All Trades will perform an audit detailing the functionality, cosmetic grade, model accuracy, and included peripherals.

Products must be unlocked prior to arrival to the MOAT Warehouse. All units will be inspected to verify this upon arrival.

Our quote is guaranteed until // when signed on or before //.

**Payment Terms**

Minimum payment due via certified check or bank transfer 24 hours prior to device pickup. Final payment for graded devices due within 45 days of device pick-up.

Remaining Payment may be delayed due to locked devices.

**Pickup and Shipping**

Mac of All Trades provides all shipping supplies and delivery expenses at no charge. MOAT staff will fly on-site to pack, label, and ship all Apple assets.

All employees will be insured, badged, and in uniform at all times when on campus.

Each device will be labeled (MOAT Asset tag) and final counts will be shared.

**Deductions**

Any products received after a quote expiration date of //, a 10% deduction will apply and continue to apply every 30 days thereafter.

All products must be unlocked upon receipt or payment may be delayed.

Any remaining locked units will have a zero value after 90 days and will be recycled.

**Accessory Deductions**

Non-OEM, missing, or non-functional accessories

WAIVED

## Terms

This Purchase and Sale Agreement (this "Agreement") and the information contained is strictly confidential and may not be shared or distributed to any third party, in whole or part, without Mac of All Trades' express written permission. Upon mutual execution of this Agreement, Customer hereby agrees to sell and Mac of All Trades hereby agrees to purchase the equipment listed below in accordance with the terms and conditions of this Agreement.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and shall modify and supersede any prior agreement or discussion relating to such subject matter. This Agreement and the parties' rights and obligations hereunder may not be assigned without the prior written consent of the other party hereto. This Agreement may not be amended or supplemented other than by means of a written instrument duly executed and delivered by each of the parties hereto. This Agreement may be executed in multiple counterparts. Facsimile or .pdf copies of the signature page hereof shall be deemed originals and shall be binding for all purposes.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida. All claims or proceedings arising out of or related to this Agreement shall be litigated in courts located within Tampa, Florida, and both parties hereby consent and submit to the jurisdiction of any local, state or federal court located in Tampa, Florida.

In the event of any suit or other proceeding between the parties related to this Agreement or any rights or obligations hereunder, the substantially non-prevailing party shall pay the substantially prevailing party's reasonable legal fees and expenses, in addition to such other damages as may be awarded.

By signing below, you have reviewed and accepted the above quote submitted by Mac of All Trades for the purchase of the listed equipment and acknowledge that they will form part of and be incorporated into this agreement through its completion. Ownership of devices transfers to Mac of All Trades once devices shipped or are picked up by authorized personnel.

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

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

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



# mac of all trades

14474 Carlson Circle | Tampa, FL 33626  
813-925-1181

## Grading Definitions

| <b>Grade</b> | <b>Condition</b> | <b>Description</b>  |
|--------------|------------------|---|
| <b>A</b>     | <b>Excellent</b> | Minimal wear. Light hairline scratches on casing.   |
| <b>B</b>     | <b>Very Good</b> | Minor wear. Light blemishes or dents on casing. LCD has no white spots.   |
| <b>C</b>     | <b>Good</b>      | Normal wear. Moderate blemishes or dents on casing. Screen may have some light scratching.  |
| <b>D</b>     | <b>Poor</b>      | Heavy wear. Heavy blemishes or dents on casing. Screen may have deep scratches or delamination.   |
| <b>F</b>     | <b>Defective</b> | Device has a functional defect or extreme cosmetic damage. (keyboard, trackpad, button(s), port(s), speaker(s), microphone, camera, RAM, hard drive, battery, logic board, display, etc.) |



# mac of all trades

## NIST Data Erasure Services

- For iOS



## Phonecheck

### **A verified Phonecheck Certified partner for all-in-one device certification**

The Mac of all trades Certified Refurbished process entails a two-stage cleaning process, visual inspection, and rigorous refurbishment process, held to the highest quality standards ahead of repair and repacking devices for resale. Incorporating comprehensive checks, diagnostics and erasure by Phonecheck in this thorough quality control process, mac of all trades is proud to be a Phonecheck verified partner for best-in-class device certification.

- For Laptops and Desktops



The most complete solution to guarantee data protection and security compliance, while embracing sustainability. Securaze Work Operations delivers certified data erasure and asset diagnostics with a focus on lean processing to optimize operations while certifying each asset for resell, repurpose or proper disposal.





# Certificate of Registration

**Certificate Number:** This certifies  
C0129253-RI14

**Certificate Issue Date:** **Technology Conservation Group,**  
03-Nov-2022 **Inc.**

**Registration Date:** 705 South Easy Street  
02-Nov-2022 Lecanto, Florida, 34461, United States

**\*Expiration Date:**  
22-Oct-2025

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

## RIOS:2016

*The organization has been audited by a certification body that is in conformance with ISO/IEC 17021 requirements and applicable ANAB requirements*

### Scope of Registration:

Electronic asset recovery services including material collection, receipt, classification, handling, testing, resale, storage, data destruction, transport and recycling.

Authorized by:

Jennifer Morecraft  
Senior Managing Director  
NSF-ISR

Issued by:

**NSF International Strategic Registrations (NSF-ISR)**  
789 N. Dixboro Road, Ann Arbor, MI 48105 USA

Authorized Registration and/or Accreditation Marks. This certificate is property of NSF-ISR and must be returned upon request.

\*Company is audited for conformance at regular intervals. To verify registrations call (888) NSF-9000 or visit our web site at [www.nsf-isr.org](http://www.nsf-isr.org)





# mac of all trades

## References

### The Montclair Kimberley Academy

Bill Stites

Director of Technology

6 Lloyd Road, Montclair, NJ 07042

973-509-4595

[wstites@mka.org](mailto:wstites@mka.org)

QTY 1,280 – MacBook Air, MacBook Pro, iPads (MOAT staff completed takeout services)

### Wayzata Public Schools

Julie Hiebert

Manager of Support & Services

305 Vicksburg Lane North Plymouth, MN 55447

763-745-5103

[julie.hiebert@wayzataschools.org](mailto:julie.hiebert@wayzataschools.org)

QTY 2,100 – iPads, 21.5-inch iMacs (MOAT staff completed takeout services)

### Baylor University

Matthew Branch

Director of Computer Installations

1201 South 5th Street, WACO, TX, 76706

254-710-4786

[Matthew.Branch@baylor.edu](mailto:Matthew.Branch@baylor.edu)

QTY 10,000 – Laptops, iOS, iMacs (MOAT provides custom packing supplies upon request) (Long lasting relationship for over 10 years)



# mac of all trades

## References

### Belen Jesuit Preparatory School

Carol Vila  
Director of Technology  
500 SW 127th Avenue, Miami, FL 33184  
305-223-8600  
[cvila@belenjesuit.org](mailto:cvila@belenjesuit.org)  
QTY 774 - iPads (MOAT staff completed takeout services)

### Shakopee Public Schools

Bryan Drozd  
Director of Instructional Technology  
1200 Town Sq Shakopee, MN 55379  
952-496-5174  
[bdrozd@shakopee.k12.mn.us](mailto:bdrozd@shakopee.k12.mn.us)  
QTY 800 - MacBook Air (MOAT supplied custom packing supplies)

### Chelsea Public Schools

Richard Pilcher  
Chief Technology Officer  
500 Broadway, City Hall Room 216, Chelsea, MA 02150  
617-466-5005  
[pilcherr@chelseaschools.com](mailto:pilcherr@chelseaschools.com)  
QTY 550 21.5-inch iMacs (MOAT staff completed takeout services)



April 26, 2023

JENNIFER GABLE  
MAC OF ALL TRADES, LLC  
14474 CARLSON CIR  
TAMPA, FL 33626

Subject: Letter of Verification for MAC OF ALL TRADES, LLC

To Whom It May Concern:

Thank you for taking the time to contact Wells Fargo Bank, N.A. regarding a letter of verification for your account. We appreciate the opportunity to complete your request.

This letter is verification that the customer named above has an open and active checking account with Wells Fargo Bank, N.A. as of today, 4/19/2023.

The numbers are as follows:

- Account Number: 2000021927018
- Routing Number: 061000227

If you need additional assistance, please feel free to contact me at 704-317-5138. We appreciate your business and look forward to servicing all of your financial needs.

Sincerely,

*Terrelle Williams*

TERRELLE WILLIAMS  
Relationship Manager  
Regional Business Relationship Management





# Over 25 Years of **Excellence**

**Education Solutions**

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## **Nathan Sharley**

Account Executive  
n.sharley@macofalltrades.com  
Ext. 218

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## **Jeff Vaillancourt**

Sales Director  
j.vaillancourt@macofalltrades.com  
Ext. 211

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**mac of  
all trades**

Attn: Purchasing  
14474 Carlson Circle  
Tampa, FL 33626  
United States

Tel. 1-800-581-8987  
www. macofalltrades.com

CEO Michael Snyder



# mac of all trades

## Who We Are?

Mac of all Trades has been serving the Apple buyback industry since 1995. We have a dedicated team that offers a personalized approach to buybacks. While purchasing over 15,000 Apple assets from schools in 2022 alone, we estimate that we will have purchased over 20,000 devices by the end of 2023.

## Who We Serve?

Our current education portfolio ranges from computer labs to 1:1 programs across K-12, Higher Education and Private schools. We operate nationwide and can send our takeout team anywhere to pack/ship assets.

## Why Partner with Mac of All Trades?

- Competitive pricing within the industry
- 50+ years in buyback experience
- On-site pick up and removal
- Detailed audit reporting
- Secure data destruction
- A trusted reputation

## Our Advantage

Our strong combination of retail and wholesale channels allow us to offer more than regular Asset Recovery companies who primarily wholesale. Our retail channel ([www.macofalltrades.com](http://www.macofalltrades.com)) allows these devices to be reused within local communities rather than getting exported to other countries.

Beth,

Thank you for taking the time to review our quote! We would love to earn your business for this summer refresh. We value the relationships that we have with schools and hope to continue to grow them as we go.

- Nathan Sharkey

J

mac of all Trades  
Team



**RFP Title:**  
2023 Apple Asset Purchase

**Issue date:** May 30th, 2023

**Submission Deadline:** June 29, 2023, at 1:00 pm

**Submission by sealed bid, titled, "2023 Apple Asset Purchase" and mailed to location:**  
Meade 46-1 Business Office  
1230 Douglas Street  
Sturgis, SD. 57785

**Award will be granted June 29, 2023** to the bidder with the highest cumulative score according to the Bidder Grade Evaluation form

**Sealed Bid Submission:**

Bids will be opened, evaluated, and awarded the same day.

Vendors submitting proposals should provide the following information:

1. Company overview and relevant experience in providing computer purchase services.
2. A detailed description of the proposed purchase program and how it meets our requirements.
3. The pricing structure and methodology for calculating the fair market value of the devices being sold.
4. Documentation of the recycling or refurbishing process, including certifications and accreditations of the recycling facilities.
5. A detailed report template that will be provided to our organization at the end of the purchase process.

**Terms and conditions:**

1. All sales are final
2. Bidders must bid on the entire lot of devices
3. On-site evaluation is RECOMMENDED not required and will be available from June 5, 2023 - June 28, 2023 by appointment.
4. District will not release devices prior to July 3, 2023
5. District reserves the right to reject all bids.
6. District reserves the rights to award bidders based on a combination of factors, including a minimum guaranteed bid amount, upward potential bid amount, industry reputation, references, and overall financial good standing.

**Contact Information:** [beth.johnson@k12.sd.us](mailto:beth.johnson@k12.sd.us) or (605)347-4454 ext. 4



Meade School District is requesting sealed bids from interested vendors who can provide computer purchase services for

|       |   |
|-------|---|
| 302   | iPads (2nd - 6th generation- mixed 32 GB - 64 GB) |
| 60    | Mac Minis ( 2014+)                                |
| 2,062 | MacBook Air (13")                                 |
| 46    | MacBook Air (11")                                 |
| 1     | iMac  |

[\\*Detailed list of items](#)

## **REQUIREMENTS**

The successful vendor will be required to perform/provide the following items in response to the district's RFP for sale of Apple technology assets. Failure to effectively perform all items listed in RFP will disqualify the vendor from responding. Quality of vendor's responses can also determine qualification for bidding at District's discretion.

- 1. Pick up Services at no charge to the district**
  - a. Packaging and boxing items in master cartons provided by the bidder.
  - b. Palletizing & securing product for shipments
  - c. Loading freight vehicles provided by the bidder
  - d. Onsite inventory counts provided by the bidder
  - e. Signed inventory sheets at conclusion of pick up by bidder
  
- 2. Provide a clear, A-F grading rubric with associated criteria used to determine final value of each device within bid proposal, including a**
  - a. guaranteed minimum value per device type sold by the district
  - b. associated payment amounts/ deductions for each grade.
  
- 3. Secure data erasure services that comply with industry standards to protect our sensitive information and ensure data privacy.**
  
- 4. Provide an itemized report after grading is complete summarizing the following data for each device collected by the vendor.**
  - a. Device type
  - b. Specific model
  - c. Serial number

- d. Cosmetic damage levels
- e. Functionality damage levels
- f. Final letter Grade (A,B,C,D,E,F)
- g. Final Payment amount

**5. Provide a minimum of three references including the following information:**

- a. District name
- b. Contact name
- c. Contact title
- d. Contact phone & email
- e. Size and scope of disposition project

**6. Provide a letter of good standing from Vendor's primary financial institution**

**7. Minimum payment due via certified check 24 hours prior to device pickup. Final payment for graded devices due within 45 days of device pick-up.**

# Bidder Grade Evaluation Form

Vendor Name \_\_\_\_\_

Vendor that provides the **highest minimum GUARANTEED pricing**. Scores cascade down. 30 points \_\_\_\_\_

Vendor that provides **highest overall pricing** (upward potential). Scores cascade down. 30 points \_\_\_\_\_

Industry Reputation /References (2 pts per reference) 10 points \_\_\_\_\_

Pick-up Services meet the requirements in the RFP. (2 pts each) 10 points \_\_\_\_\_

Secure data removal plan 10 points \_\_\_\_\_

Financial Good Standing Letter 10 points \_\_\_\_\_

Total \_\_\_\_\_ /100



**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION  
2023 OFFICIAL ELECTION BALLOT  
Division 1 Representative  
TERM: JULY 1, 2023 TO JUNE 30, 2025**

**Division I Representative-** To be filled by a Principal

This position was vacated by Mike Talley of Rapid City Public Schools. The Division I Representative may be a Principal or Assistant Principal from any SDHSAA member school with a 2021-22 ADM from 1517 to 1152. Division 1 schools include Rapid City Central with a 2021-22 ADM of 1517 to Harrisburg with a 2021-22 ADM of 1152.

Any member school may nominate a person for this position and **all member schools have the opportunity to vote**. The person elected will serve a **two-year** term on the SDHSAA Board of Directors and is unable to run for re-election. Member schools in Division 1 include: Rapid City Central, Sioux Falls Washington, Sioux Falls Lincoln, Sioux Falls Jefferson, Rapid City Stevens, Sioux Falls Roosevelt, and Harrisburg.

You may vote for one candidate.

The deadline for the return of this ballot is **July 21, 2023**.

- Dan Conrad, Sioux Falls Jefferson High School**
- Krista Inman, Rapid City Stevens High School**
- Ryan Rollinger, Harrisburg High School**

Sturgis Brown High School  
Name of Member School

July 10, 2023  
Date

\_\_\_\_\_  
Signature (Superintendent or Principal)

\_\_\_\_\_  
Signature (School Board President)

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

## Division I Representative Bios

### Dan Conrad, Sioux Falls Jefferson

Dan Conrad was born and raised in Sioux Falls, South Dakota. He is a graduate of Roosevelt High School, Augustana University, and has completed graduate work at University of Sioux Falls and University of South Dakota. Dan has served the Sioux Falls School District as a teacher & coach for 11 years, and as a principal/assistant principal for 14 years. He is currently serving as the principal Jefferson High School. Dan has been involved in activities throughout his educational career. As a student, he benefited from the SDHSAA as he participated in football and basketball, and in college he played baseball at Augustana University. As a teacher, coach, and administrator, he has seen first-hand the importance of students being involved in high school activities and the impact it has on students.

### Krista Inman, Rapid City Stevens

Hello, my name is Krista Inman. I have been in the educational system for 28 years. I began my teaching career at Watertown High School teaching special education. I worked in that capacity for 23 years from 1995-2018. In 2019, I moved to Rapid City and was a Special Education Program Specialist that oversaw our middle schools, high schools, and 18-21 special education programs for students with moderate to severe disabilities. This was a great job, however; I was missing the piece I loved the most, being a part of a school. Last year, I was fortunate enough to be offered a position at Stevens High School as an assistant principal. I am back where I belong, in a high school where I can be a part of everything I love – a family of students, teachers, and coaches. The pride in our athletic and fine arts programs and doing what's best for them is a pivotal and rewarding piece not only for our high school but for all of the high schools in the state of South Dakota.

While in Watertown, I was the sideline cheer coach from 1995-2013 and competitive cheer coach from 2008-2018. As a sideline coach, I was very involved with and provided support in all the sports which the girls cheered for (football, boys & girls basketball, wrestling). I attended every game and enjoyed each sport. In addition, both of my children were involved in a variety of school athletics. When competitive cheer began as a new sport, I was an integral piece in the creation of the current rubric and building the sport to where it is today. Currently I am a judge for competitive cheer and dance.

### Ryan Rollinger, Harrisburg

My name is Ryan Rollinger, and I have just completed my 23<sup>rd</sup> year in education in the state of South Dakota; 7 of those teaching in the classroom, 10 as an assistant principal, and most recently 6 years as the high school principal of Harrisburg High School, in Harrisburg, SD. Athletics and coaching were a big part of my journey as I served as a head girls and boys basketball coach, an assistant girls and boys basketball coach, and an assistant football coach for the first 17 years of my career.

In my educational career, I have been a part of the fastest-growing district in our region. I have helped create policy and change as we grew from a high school of 300 to now topping 1,700. I have been on several educational committees, state boards, and national advocacy groups, along with SDHSAA on the basketball advisory committee. As I feel the activities we offer to our student-athletes are an extension of the classroom and an important part of their development, I would be honored to represent the Division I schools in the principal position on the SDHSAA Board of Directors.



**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION  
2023 RUNOFF ELECTION BALLOT  
DIVISION III REPRESENTATIVE- SECONDARY PRINCIPAL  
TERM: JULY 1, 2023 TO JUNE 30, 2028**

**Division III Representative-** To be filled by a SDHSAA member school Secondary Principal.

This position is currently held by Dani Walking Eagle of St. Francis High School. The Division III representative may be a secondary principal from any SDHSAA member school with a 2021-22 ADM from 443 to 125. The Division III schools include Tea Area with a 2021-22 ADM of 543 to Redfield with a 2021-22 ADM of 125. This position must be filled by a secondary Principal. **Any member school may nominate a person for this position and all member schools have the opportunity to vote.** The person elected will serve a **five-year term** on the SDHSAA Board of Directors and is unable to run for re- election in the Division III Representative slot. Member schools in the Division III Representative group include: Tea Area, Todd County, Lakota Tech, Belle Fourche, Dakota Valley, West Central, Vermillion, Sioux Falls Christian, Lennox, Madison, Cheyenne-Eagle Butte, Little Wound, Milbank, Sisseton, Canton, Custer, Dell Rapids, Chamberlain, Tri-Valley, Pine Ridge, Beresford, Hot Springs, Hamlin, Lead-Deadwood, Flandreau, Rapid City Christian, Elk Point-Jefferson, Mobridge-Pollock, Wagner, Sioux Valley, St. Francis, Winner, Red Cloud, St. Thomas More, McLaughlin, Groton, Baltic, Deuel, and Redfield. Groton is ineligible as they already have representation on the Board.

You may vote for one candidate.

The deadline for the return of this ballot is **July 21, 2023.**

- Adam Shaw, Madison High School**
- Jeff Sheehan, Hamlin High School**

Sturgis Brown High School  
Name of Member School

July 10, 2023  
Date

\_\_\_\_\_  
Signature (Superintendent or Principal)

\_\_\_\_\_  
Signature (School Board President)

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

## Division III Principal- Candidate Biographies

### **Adam Shaw- Madison Central High School**

Thank you for taking the time to read through this quick bio. My name is Adam Shaw, and I am currently the high school principal for the Madison Central School District. I live in Madison with my wife Kate, and we have three wonderful children Brandon (22), McKenna (18), and Daveney (16). This year will conclude my 22nd year in public education. I was born and raised in Rochester, NY and graduated from high school in 1995. During the fall of 1995 I arrived in Madison, South Dakota to obtain a degree from Dakota State University and play football for the Trojans. At the conclusion of my collegiate career in 2000, I was hired by the Flandreau School District to teach Middle School Science. While teaching in Flandreau I coached football, wrestling, track, and summer boys' softball.

In 2004 I enrolled at the University of Sioux Falls and completed two master's degrees in school administration and technology integration. In 2006 I began my administrative career for the Marion School District. My role at Marion was high school principal from 2006-2010 and superintendent from 2010-2013. In 2013 I was hired to be the high school principal in Madison. During my time in Madison, I have had the opportunity to work with the SDHSAA through state events and also serving on the financial board of directors representing the SDASSP for the last five years.

Having children who have participated in athletics, and knowing the importance of the SDHSAA is what drives me to take on the challenge of serving on the SDHSAA Board of Directors. This would provide me with the chance to work on behalf of school districts and the SDHSAA to enhance the opportunities for the current and future students in our amazing state. I would appreciate your vote of support.

### **Jeff Sheehan- Hamlin High School**

Hello, my name is Jeff Sheehan. I graduated from Watertown High School where I was a 4-sport athlete. I received my Bachelor's degree in Physical Education and Master's in Educational Leadership from North Dakota State University and my Specialist from University of Sioux Falls. I have been in education for 23 years, 8 as a classroom teacher and 15 years as a principal. I have also served as Athletic Director for 9 years at 3 different schools throughout those years. I have been a coach all 23 years of my career, coaching several sports at various levels, including volunteer coaching Special Olympic athletes.

I am currently finishing my 14<sup>th</sup> year as the middle/high school principal at Hamlin Education Center and am also the head football coach and assistant athletic director. I have always been passionate about sports and believe there are many life lessons to be learned from participation in athletics. They are an extension of the classroom and can be character building. I believe I can bring a unique perspective to the board, being from Hamlin with our distinctive population and circumstances and I would appreciate the opportunity to represent fellow coaches, athletes and educators as a member of the board of directors.



## MEMORANDUM of UNDERSTANDING

Action for the Betterment of the Community (ABC)  
c/o Kara Graveman, Executive Director  
1428 Short Track Rd  
Sturgis, SD 57785  
(Herein referred to as ABC)

and

Meade School District (MSD)  
c/o Superintendent  
1230 Douglas Street  
Sturgis, SD 57785-1869  
(Herein referred to as MSD)

Note: All components of this contract shall cover the following time period: September 1, 2023 to May 30, 2024.

1. For the 2023-2024 school year, ABC's Project SUCCESS Coordinator will be placed part time at the Sturgis Williams Middle School and/or Sturgis Brown High School.
2. The Project SUCCESS staff will be supervised by the CORE group which is made up of school personnel, and ABC board and staff.
3. The Middle School Meth funding will provide prevention education in the middle schools and the Project SUCCESS will provide intervention, and outpatient based services to all Meade 46-1 School District Students at the Sturgis Williams Middle School, Stagebarn Middle School, and Sturgis Brown High School.
4. The Project SUCCESS coordinator will set a schedule around student referrals at each location.
5. ABC will carry the following insurance policies covering the Project SUCCESS's liability; abuse and molestation, general liability, Board and Directors' insurance, professional liability, worker's compensation, auto liability.
6. This Memorandum of Understanding shall be reviewed annually and shall be renewed only upon mutual agreement of ABC and the Meade School District 46-1.

\_\_\_\_\_  
School Board President, (Date)  
Meade School District

  
Executive Director (Date)  
Action for the Betterment of the Community (ABC)

6/9/23

## MEMORANDUM OF UNDERSTANDING

Behavior Management Systems, Inc. (BMS)  
350 Elk Street  
Rapid City, SD 57701

Meade School District 46-1  
1230 Douglas Street  
Sturgis, SD 57785

I. PARTIES:

This memorandum has been mutually resolved and adopted by and between Behavior Management Systems and Meade School District 46-1, herein referred to as BMS and Meade School District 46-1.

II. GOALS:

The goal for a partnership between BMS Family Pathways and Meade School District 46-1 is to provide mental health services to children and families that would otherwise not engage in traditional mental health services.

III. PURPOSE:

This agreement sets forth the conditions for BMS to work in collaboration with Meade School District 46-1 to provide mental/behavioral health education and/or therapy services to youth enrolled in Meade School District 46-1. It sets forth the understanding between parties regarding referrals made by Meade School District 46-1 and programs and services provided by BMS at Meade School District 46-1. Participation in any program or services offered through this Memorandum will be voluntary and must be approved by the parent/guardian of each youth.

Both parties understand and agree that BMS's Family Pathways program is a fee for service program and that BMS staff are expected to provide a minimum of 20 clinical hours of service per week. Clinical hours include face to face visits and/or telehealth services with the child, the parents/guardians, or the family, as well as collateral contacts (face-to-face or phone contact) with any of the treatment team members (i.e. School staff, DSS, probation officers, etc.). As such, if BMS staff cannot maintain at least 20 clinical hours per week within the school, both parties understand and agree that BMS staff may provide services in another location and/or community. BMS staff with completed Meade School District 46-1 background checks may also provide services to individual students in other Meade School District 46-1 buildings on a case-by-case basis with parent/guardian consent.

Nothing in this agreement is intended to create an employee/employer relationship between BMS and Meade School District 46-1.

IV. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION:

This MOU is effective for the 2023 - 2024 school year. This MOU may be renewed annually upon mutual agreement of both parties.

Modifications to this MOU must be submitted in writing at least 30 days in advance and approved by both parties represented herein.

Intent to terminate participation in this MOU must be submitted in writing at least 90 days in advance of termination by either party.

V. RESPONSIBILITIES OF THE PARTIES:

Meade School District 46-1:

- Designated staff, including counselors, social workers, principals, assistant principals, deans, and others appointed at school will identify and refer students believed to be in need of mental/behavioral health education and/or therapy services.
- Provide a confidential and safe office/room from which to provide services at the Meade School District 46-1. The designated office/room shall be made available to BMS staff during the school year on days in which school is in session.
- Provide BMS counselors with wireless internet access.
- Assist in acquiring parental/guardian consent to meet with the students.
- Maintain confidentiality of any client information which may be learned or witnessed as part of this agreement.
- Designated staff at schools partnering with BMS will provide training to staff about the role of the BMS counselor and the process of referring students for the Family Pathways services.
- Provide BMS staff opportunities to participate in and/or present district and school-based professional learning where deemed appropriate.

Behavior Management Systems:

- Provide qualified staff to perform mental/behavioral health education and/or therapy services to students who meet the State designation of Serious Emotional Disturbance (SED).
- Obtain necessary consents for services from the child's parent or legal guardian.
- Manage any billings and collections for services rendered. Meade School District 46-1 shall not be billed for services provided under this agreement.
- Conduct services in accordance with BMS standards and that of such licensing board as staff may be licensed under.
- Maintain confidentiality of any client information which may be learned or witnessed as part of this agreement.
- Maintain the following insurance coverages for BMS and its staff through the duration of this MOU: Human Services Organization Professional Liability, Sexual or Physical Abuse or Molestation Vicarious Liability, Directors and Officers, Automobile Liability, and, Workers' Compensation.

VI. INDEMNIFICATION AND HOLD HARMLESS:

Each party shall indemnify and hold the other party harmless from and against any and all liabilities, losses, damages, actions, suits, proceedings, claims, demands, assessments, fines, penalties, fees, judgments, costs and expenses, including reasonable attorney's fees, of every nature and kind which an indemnified party may incur, directly or indirectly, and relating to or arising from the obligations of the parties under this Memorandum.

\_\_\_\_\_  
Behavior Management Systems

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board President, Meade School District 46-1

\_\_\_\_\_  
Date



**CONTRACTED SERVICES  
AGREEMENT**

**Meade School District**  
**1230 Douglas St.**  
**Sturgis, SD 57785**  
**(Herein referred to as District)**

**AND**

**Black Hills Special Services Cooperative**  
**PO Box 218**  
**Sturgis, SD 57785**  
**(Herein referred to as BHSSC)**

The agreement is in effect starting July 1, 2023 to June 30, 2024.

**I. BHSSC agrees to provide the following services:**

| <b>Service</b>                        | <b>Staff Assigned</b> | <b>Days</b> | <b>Cost</b>         |
|---------------------------------------|-----------------------|-------------|---------------------|
| Behavior Analyst                      | Noelle Jacobs         | 135         | 79,387.95           |
| Occupational Therapist                | Maggie Kaitfors       | 185         | 87,447.90           |
| School Psychologist                   | Paula Ehrmantraut     | 185         | 109,816.54          |
| Speech Language Pathologist Assistant | Shelley Loftus        | 179         | 47,805.78           |
| Speech Pathologist                    | Ellie Eggleston       | 185         | 79,891.37           |
| Speech Pathologist                    | Sara Delaney          | 182         | 82,807.80           |
| Speech Pathologist                    | Taylor Erlenbusch     | 185         | 73,018.02           |
| Speech Pathologist                    | Brittini Luikens      | 183         | 83,439.29           |
| Speech Pathologist                    | Kelly Remily          | 180         | 98,492.63           |
| Speech Pathologist                    | Stefanie Schulze      | 187         | 84,142.97           |
| Physical Therapist                    | Cindy Ireland         | 83/188      | 48,377.22           |
| Physical Therapist- Mileage           | Cindy Ireland         |             | 3,400.00            |
| Project Skills / Job Development      |                       |             | 17,176.55           |
|                                       | <b>TOTAL</b>          |             | <b>\$895,204.03</b> |

**Other Services Billed Monthly-**

- Speech/Language Pathologist (Heather Erlenbusch) \$70.56 Per Hour
- Additional approved expenses will be billed separately

**II. District agrees to:**

- Provide Payments as outlined below:
  - Two equal installments- **September 2023- \$447,602.01** and **January 2024 - \$447,602.02**
- District will be billed for any unemployment benefits costs

In witness hereto the parties signify their agreement by affixing their signatures below.

\_\_\_\_\_  
Printed Name Authorized District Representative

\_\_\_\_\_  
Printed Name BHSSC Executive Director

\_\_\_\_\_  
Signature Authorized District Representative

\_\_\_\_\_  
Signature BHSSC Executive Director

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

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

## **SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT**

This Agreement is made and entered into this 20th day of June, 2023, by and between the MEADE SCHOOL DISTRICT 46-1 of 1230 Douglas Street, Sturgis, SD 57785 (hereinafter "School District") and the CITY OF SUMMERSET, a South Dakota municipal corporation, of 7055 Leisure Lane, Summerset, SD 57718.

### **RECITALS**

WHEREAS, the City of Summerset operates the Summerset Police Department;

WHEREAS, this Agreement will often refer to the Summerset Police Department as "Law Enforcement" for ease of reference;

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

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

### **AGREEMENT**

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

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

- A. The Parties hereto acknowledge that there is a financial agreement between the Parties. The School District will reimburse the Summerset Police Department ("SSPD") for 50% of the actual wages of the SSPD employee for a nine-month school year. This wage will include any overtime worked by the SRO for each period. This will include the wages of the SRO. The invoices for payment will be submitted monthly by the SSPD for a nine-month period starting in September and ending in May of each fiscal year. Said salary shall be \$63,163.19.
- B. Continuing education in the areas of school-based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, and cultural competence are cornerstones of an effective SRO. The School District will reimburse Law Enforcement for up to a total of \$1,000 annually for training costs when the SRO participate in school-related training and professional development. The training will be mutually agreed upon between the Parties to this Agreement. The costs shall include, but are not limited to, travel, lodging, per diem, and tuition.

#### **2. Employment of School Resource Officers.**

- A. The SRO shall be employees of Law Enforcement and shall be subject to the administration, supervision, and control of Law Enforcement.
- B. The SRO shall be subject to all personnel policies and practices of Law Enforcement except as such policies or practices may be modified by the terms and conditions of this Agreement.
- C. Law Enforcement, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO.
- D. A joint committee composed of representatives of Law Enforcement and the School District shall make recommendations for the SRO positions to the Chief of Police who shall assign such officers. If a principal is dissatisfied with an SRO who has been assigned to that principal's school, then that principal may request that the Chief of Police assign a different officer as the SRO for that school.
- E. SRO assignments per school:
  - 1. Stagebarn Middle School will have one assigned SRO.
  - 2. Substitutions will be made in consultation with the school administration(s) affected and will only be on a temporary basis.

### 3. Duty Hours.

- A. Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day. Reasonable efforts will be made to accommodate requests for the SRO to attend after-school activities, such as sporting events and dances.
- B. It is understood and agreed that time spent by the SRO attending circuit or magistrate court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement. This includes all training required by the State of South Dakota or Law Enforcement to maintain certification as a law enforcement officer in good standing.
- C. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in Law Enforcement and the principal of the school to which the SRO is assigned. If an SRO is absent from work for more than five consecutive days, Law Enforcement will assign another officer, if available, to substitute for the SRO beginning the sixth consecutive day of absence.

### 4. Goals of the SRO Program.

This SRO Program is unique to the community, based on input from the school administration, teachers, faculty, students, families, and community members. The Program is designed to fulfill three overall roles:

- = **Law Enforcement**
- = **Fostering Positive School Climate/Crime Prevention/Mentor/Role Model**
- = **Education**

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

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

**Education** – SROs should participate in the school community by becoming a member of the educational team and administrative staff, where appropriate and by representing law enforcement community to build positive relationships with youth, their families, and school staff.

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

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

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

- A. To be an extension of the principal's office for assignments consistent with this Agreement. SROs should be notified by the building principal whenever a situation arises that is or likely to become criminal in nature, a present or potential danger to the staff, students, visitors, or school property exists, or an issue that requires the assistance of additional personnel.
- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus. As to school code violations, the SRO will refer the student to the principal's office for discipline to be meted out by school officials.
- C. To act as the designee of the campus administrator in maintaining a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers, and other school property. As to school code violations, the SRO will defer to the principal's office for discipline to be meted out by school officials.
- D. To provide a classroom resource for law enforcement topics using approved materials. Materials will be approved by the Chief of Police.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.

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

**6. Chain of Command.**

- A. As employees of Law Enforcement, SROs will be subject to the chain of command of Law Enforcement.
- B. In the performance of their duties, SROs shall coordinate and communicate with the principal or the principal's designee of the school to which they are assigned.

**7. Access to Education Records.**

- A. School officials shall allow law enforcement to inspect and copy any public records maintained by the school to the extent allowed by law.
- B. Law enforcement and school officials are permitted to openly share information in accordance with the standing 4<sup>th</sup> Circuit Judicial Order allowing such sharing. The judicial order shall be periodically updated to reflect current information and to remain in compliance with the latest judicial guidance.
- C. Law enforcement should actively share information with school officials that would likely have a significant impact on the safety, well-being, or operation of the school or educational environment.

**8. Term of Agreement.**

The initial term of this Agreement is one year commencing on the 28th day of August, 2023 and ending on the 22nd day of May, 2024. However, should any Party encounter budgetary constraints that make the continuation of this Agreement impractical, then any Party may cancel this Agreement upon sixty days' notice to the others. Following the initial three-year term, this Agreement shall be automatically renewed for successive one-year periods unless any Party requests termination or modification of this Agreement. This request must be made in writing.

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

**MEADE SCHOOL DISTRICT 46-1**

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

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

SUMMERSET POLICE DEPARTMENT

  
\_\_\_\_\_

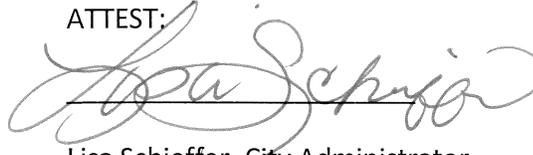
Chief Rich Nasser

CITY OF SUMMERSET

  
\_\_\_\_\_

Mayor Melanie Torno

ATTEST:

  
\_\_\_\_\_

Lisa Schieffer, City Administrator

(SEAL)



## **SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING**

The **Meade School District 46-1 ("School District")** and the **Sturgis Police Department ("SPD")** believe it is in both parties' best interest to implement a School Resource Officer ("SRO") Program, this School Resource Officer Memorandum of Understanding ("Agreement") is entered into this **June 27, 2023**, and outlines the responsibilities and obligations of each party with respect to the SRO Program.

### **1.0 PURPOSE**

The purpose of this Agreement is to formalize and clarify implementation of the partnership between the School District and the Sturgis Police Department regarding the placement of two police officers in schools within the district in order to promote school safety; help maintain a positive school climate for all students, families, and staff; enhance cultural understanding between students and law enforcement; promote school participation and completion by students; facilitate appropriate information sharing; and inform the Parties' collaborative relationship to best serve the school community.

### **2.0 GOALS AND OBJECTIVES**

It is understood and agreed that the School District and the City share the following goals and objectives in regarding to the SRO Program:

- 2.1 To build a bridge between the community, school, school district and police department through effective communication, cooperation, and addressing crime and disorder by increasing public interaction to reduce fear of crime and in maintaining order.
- 2.2 To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies.
- 2.3 To provide awareness and education to establish a positive relationship in a cooperative effort to prevent crime, juvenile delinquency, truancy, and disruptions, and to assist in student development.
- 2.4 To provide an atmosphere which will be conducive to learning by maintaining a safe and secure environment and addressing changes in the environment in and around the schools.
- 2.5 To promote the attendance of law enforcement officers at extracurricular activities in the schools, such as group meetings, athletic events, concerts, etc.
- 2.6 To respond to disruptions and criminal offenses at school, such as trespassing, disorderly conduct, possession, or use of weapons on campus, possession or sale of controlled substances, etc.
- 2.7 To provide traffic enforcement and controls as schools when deemed necessary for the safety and protection of students, staff, and the community.

- 2.8 To provide a resource to students to report crime, threats, bullying, and other activities in the school or throughout the community.

### **3.0 EMPLOYMENT AND ASSIGNMENT OF THE SCHOOL RESOURCE OFFICER**

- 3.1 The District agrees to utilize and the City agrees to provide two (2) Fulltime SROs during the term of this Agreement (One SRO is funding through COPS Grant). Each SRO shall remain the employee of the City and shall be subject to the administration, supervision, and control of the City, except as such administration, supervision, and control are subject to the terms and conditions of this Agreement. Each SRO shall report directly to the Chief of Police or her or his designee within the Sturgis Police Department, who, as the SROs' supervisor, shall work with the School Administration for the performance of services outlined in this Agreement.
- 3.2 The City agrees to tender each SRO's salary and benefits directly to each SRO. Attached Exhibit A provides an estimate of such costs to assist each party as it budgets for its share of costs as set forth herein. Actual SRO costs for each party shall be set by a separate contract and incorporated into this agreement. Each SRO shall be subject to all personnel policies and practices of the Sturgis Police Department and the City of Sturgis.
- 3.3 The City, in its sole discretion, shall have the power and authority to discharge and discipline each SRO. The City shall hold the School District free, harmless, and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by the SRO.
- 3.4 Each SRO's main posts of duty shall be at the Sturgis Brown High School and at the Sturgis Williams Middle and School, respectively. The School District shall schedule or otherwise assign each SRO to periodic duty at the Elementary Schools, at the discretion of the Superintendent or her or his designee.
- 3.5 In the event an SRO is absent from work, the absent SRO shall notify both his/her direct supervisor at the City of Sturgis and the principal or her or his designee at Sturgis Brown High School or Sturgis Williams Middle School, respectively.

### **4.0 DUTY HOURS**

- 4.1 The hours of duty shall be arranged between the Meade School District, Sturgis Police Department, and each SRO.
- 4.2 On days when school is not in session and children are not present (i.e. school events, snow days and holidays), each SRO is not required to be present on campus. The School District shall provide the City with a school district calendar for such scheduling purposes. On days when school is not in session due to unforeseen circumstances (i.e. inclement weather) the SRO is not required to be on campus.
- 4.3 It is understood and agreed that time spent by the SRO attending court for juvenile and/or criminal cases arising from and/or out of their employment as an SRO, shall be considered as hours worked under this agreement.

## **5.0 QUALIFICATIONS AND SELECTION OF THE SCHOOL RESOURCE OFFICER**

The officer appointed to serve as the SRO shall be mutually agreed upon by the parties to this Agreement and shall have the following qualifications:

- 5.1 Shall be a certified officer and should have two years of law enforcement experience.
- 5.2 Shall possess a sufficient knowledge of applicable Federal and state laws and city ordinances, along with City and School Board policies.
- 5.3 Shall be capable of conducting criminal investigations.
- 5.4 Shall possess an even temperament and set a good example for students.
- 5.5 Shall possess communication skills that would enable the officer to function effectively within the school.

## **6.0 DUTIES OF THE SCHOOL RESOURCE OFFICER**

- 6.1 At the request of the superintendent, principal or the principal's designee, each SRO shall assist the School District administration in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on campus.
- 6.2 At the request of the superintendent, principal or the principal's designee, each SRO shall conduct classroom presentations for students. Recommended subjects include the role of law enforcement, drug awareness, criminal law, career opportunities in law enforcement, gang resistance education, tolerance, anti-bullying campaigns, etc.
- 6.3 Each SRO shall interact with students on an individual basis and in small groups. At the request of the superintendent, principal or the principal's designee each SRO may be required to counsel students individually, including students suspected of engaging in criminal misconduct.
- 6.4 At the request of the superintendent, principal or the principal's designee each SRO shall be available for conferences involving the School District administration, faculty and parents.
- 6.5 Each SRO shall be familiar with agencies and resources that offer assistance to youth and their families and make referrals to such agencies when necessary. Each SRO shall notify the superintendent, principal, or principal's designee in writing of such referrals.
- 6.6 Each SRO may, by way of the exercise of his or her discretion as a sworn police officer, take law enforcement action as required. Pursuant to District policy, if a student is given a citation or arrested, or it becomes necessary to remove the student from school grounds, whenever possible the student shall be sent or called to the principal's office to effect the arrest, citation, or removal from school. If it shall become necessary for an SRO to remove a student from the school premises, the SRO shall inform the principal or the

principal's designee, who, as soon as practical shall make reasonable efforts to notify the student's parent, guardian or legal custodian in accordance with District policy. Efforts to contact the student's parent, guardian or legal custodian shall be documented. When an SRO arrests or takes a juvenile into custody, he/she shall select the course of action which is appropriate and in compliance with South Dakota law, and which meets the immediate needs of the juvenile and school. When an SRO arrests or takes into custody a student age 18 or older, he/she shall select the course of action which is appropriate and in compliance with South Dakota law and which meets the immediate needs of the school.

- 6.7 At the request of the superintendent, principal or the principal's designee each SRO shall take appropriate law enforcement action against intruders or unwanted guests who may appear on school property or at related school functions, to the extent that the SRO may do so under the authority of law.
- 6.8 Each SRO may assist other law enforcement officials with outside investigations concerning student(s) attending in the School District.
- 6.9 Neither SRO shall be used as a school disciplinarian. Disciplining students is a School District responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated School District disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with school administration and staff, which may aid in the determination of whether a disciplinary offense has occurred. Upon assignment, each SRO will be provided with copies of the School District's disciplinary policies and codes for each school. Each SRO shall become familiar with the District disciplinary codes and standards.
- 6.10 Notwithstanding the previous paragraph, each SRO may enforce school rules and policies as outlined in Board of Education policies, the Student Handbook, and the Emergency Manual, in the discretion of the Superintendent or designee.
- 6.11 If the principal or school administration believes an incident may be a violation of criminal or juvenile law, the individual may advise an SRO of the incident who shall then determine whether law enforcement action is appropriate.
- 6.12 An SRO may be present when District staff conducts an administrative search pursuant to the search procedure in the District's policy handbook.
- 6.13 At the request of the principal or the principal's designee, an SRO shall assist the District's truancy officers in enforcing truancy policies of the School District and the laws of the State of South Dakota regarding truancy. The City will continue to assist with truancy by using on-duty officers assigned to patrol.
- 6.14 Each SRO shall comply with the laws of the State of South Dakota, Sturgis Police Department procedures, and shall at all times be cognizant of the SRO's role as it pertains to school district policy and the needs of school officials.

- 6.15 Should it become necessary for the SRO to conduct formal police interviews with students, the SRO shall comply with the School District's Policy Manual, as well as other legal requirements of such interviews.

## **7.0 SUPPLIES, EQUIPMENT, AND FACILITIES**

The City agrees to provide each SRO with the following equipment:

- 7.1 Motor vehicle. The City shall provide a patrol vehicle for each SRO.
- 7.2 The City will pay the costs of tires, liability insurance, and other expenses, associated with the operation of the vehicle.
- 7.3 Major repairs to an SRO vehicle or replacement shall be the responsibility of the City.
- 7.4 Weapons, ammunition, uniforms, radio, laptop, equipment, and supplies. The City agrees to provide the standard issue firearm and ammunition for each SRO, standard issued uniforms; standard issue communication devices; and all other equipment and supplies customarily issued to a City of Sturgis Police Officer. While working in the school the SRO will be provided City issued Polo's for identification purposes.
- 7.5 The School District agrees to provide the following materials and facilities:
  - 7.51 Office supplies. The School District agrees to provide the usual and customary office supplies and school-related forms required in the performance of SRO duties.
  - 7.52 Equipment. The School District agrees to provide the SRO with a printer, a copy machine, and access to a fax machine.
  - 7.53 Facilities. The School District agrees to provide the SRO with access to a secure private office containing a telephone line for general business purposes, and a desk with drawers, a chair, side chairs, lockable filing cabinet, and a secured storage area both at Sturgis Brown High School and Sturgis Williams Middle School.

## **8.0 EVALUATION OF THE SRO AND TRAINING**

- 8.1 It is agreed that the School District shall evaluate on a quarterly basis the SRO Program and the officer assigned to the program, in a manner developed jointly by the parties. It is further understood that the School District's evaluation of the SRO is advisory only, and that the City retains the final authority to evaluate the performance of each SRO in accordance with the personnel policies of the City.
- 8.2 In the event that the School District, through its officials, believes that the SRO is not effectively performing his/her duties and responsibilities, or is not complying with the terms of this Agreement, the Superintendent shall contact the Chief of Police. If the Chief

of Police desires, the Superintendent/designee and the Chief of Police shall meet with the SRO to mediate or resolve any problems which may exist.

- 8.3 At the end of the school year, the SRO shall provide an overview of the past years activities to the Sturgis City Council and Sturgis School Board.

## 9.0 INFORMATION SHARING BETWEEN SROS, SCHOOL STAFF, AND OTHER PARTNERS

The Parties acknowledge the benefit of appropriate information sharing for improving the health and safety of students and also the importance of limits on the sharing of certain types of student information by school personnel. The Parties also acknowledge there are distinctions between personally identifiable information about students contained in education records and information about students not contained in such records as well as student information shared for law enforcement purposes and student information shared to support students and connect them with necessary mental health, community-based, and related services.

- 9.1 **Points of Contact for Sharing Student Information.** In order to facilitate prompt and clear communications, the Parties acknowledge that the school Principal (or designee) and the SRO are the primary points of contact for sharing all types of student information in accordance with the Agreement. The Parties also acknowledge that, in some instances, other school officials or Police Department employees may serve as key points of contact for sharing information
- 9.2 **Compliance with FERPA.** At all times school officials must comply with the Family Education Rights and Privacy Act (20 U.S.C. § 1232g; 34CFR Part 99) (FERPA). These rules permit disclosures of personally identifiable information about students (“Student PII”) contained in education records, without consent, under specific circumstances.

When the School District “has outsourced institutional services or functions” to the SRO consistent with 34 CFR § 99.31(a)(1)(i)(B) of FERPA, the SRO can qualify as a “school official” who can access, without consent Student PII contained in education records about which the SRO has a “legitimate educational interest.” (**Paragraph 2**)

To demonstrate compliance with 34 CFR § 99.31(a)(1)(i)(B), the Parties affirm and agree to the following:

1. School Safety is an institutional service for which the School District would otherwise use its employees.
2. The School District will only disclose to SROs Student PII in education records for the purposes consistent Sections 2.0 and 6.0 of this agreement.
3. The SRO is subject to use and re-disclosure requirements in FERPA, 34 CFR § 99.33(a). The SRO will use Student PII contained in education records only for the purposes described in this agreement and will not re-disclose Student PII contained in education records to outside parties, who are not “school officials”, without consent or unless the disclosure satisfies an exception to FERPA.
4. The School District will update its annual notification, required under 34 CFR § 99.37(a), to include SROs as “school officials” and to describe purposes from

paragraph 2 (directly above) of this section among “legitimate educational interests” for accessing education records. If the School District does not update the annual notification accordingly, the SRO’s access will be limited to education records not containing Student PII, non-education records containing PII, and education records containing Student PII disclosed for health and safety emergencies, as described in 34 CFR §§ 99.31(10) and 99.36.

Consistent with 34 CFR §§ 99.31(10) and 99.36 of FERPA, the SRO (or other approved Police Department employees) may gain access, without consent to Student PII contained in education records “in connection with an emergency if knowledge of the [Student PII] is necessary to protect the health or safety of the student or other individuals.”

FERPA Regulations only apply to Student PII contained in education records. These rules do not apply to Student PII contained in records of a Law Enforcement Unit or to communications or conversations about what school staff have observed or derived from sources other than education records.

In addition to FERPA, the Parties agree to comply with all other state and federal laws and regulations regarding confidentiality, including as applicable, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other rules that protect data privacy. The Parties agree to collect only that student information necessary and relevant to fulfilling their respective roles, to share such information with each other only where required or allowed under the Agreement, and not to disclose such information beyond what is contemplated in this Agreement unless required by state or federal law. The Parties shall not collect or disclose information on a student’s immigration status except as required by law.

### 9.3 **Information Sharing by School Personnel.**

**1. For Law Enforcement Purposes.** Where the Principal or Principal’s designee learns of conduct by a student for which a law enforcement response may be appropriate, the Principal should inform the SRO. If a teacher has information related to such conduct, the teacher should communicate such information to the Principal or the Principal’s designee. The Parties agree that the sharing of such information does not necessarily require a law enforcement response on the part of the SRO but shall instead prompt a careful consideration of whether the conduct is best addressed by law enforcement action, by a school disciplinary response, or by other alternative school-based methods that may include but are not limited to: restorative practices, positive behavior interventions and supports, mediation, conflict resolution and other evidence-based strategies.

Notwithstanding the foregoing, if student information is obtained solely during a communication with school staff deemed privileged or confidential due to the staff member’s professional licensure, such communication shall only be disclosed with proper consent or if the communication is subject to the limits and exceptions to confidentiality and is required to be disclosed (e.g., mandatory reporting, immediate threats of harm to self or others).

The Parties acknowledge there may be circumstances in which parents or guardians consent to the disclosure of student information for law enforcement purposes (e.g., as part of a diversion program agreement) and that the sharing of information under such circumstances does not violate this agreement.

The Parties also acknowledge that, from time to time, an emergency situation may arise that poses a real, substantial, and immediate threat to human safety or to property with the risk of substantial damage. School personnel having knowledge of any such emergency situation should immediately notify or cause to be notified both the Sturgis Police Department (or the SRO if appropriate to facilitate a response) and the Principal or Principal's designee. This requirement is in addition to any procedures outlined in the school's student handbook, administrative manual, and/or School policy manual.

Nothing in this section or this Agreement shall prevent the Principal or Principal's designee from reporting possible criminal conduct by a person who is not a student. Nothing in this section or Agreement, shall prevent school personnel from complying with reporting requirements in state law.

**2. For Non-Law Enforcement Purposes.** Based on their integration as part of the school community, SROs may periodically require access to student information for the purposes that fall outside of the SRO's law enforcement role outlined in this Agreement.

Student information received by the SRO (or other approved Police Department employees) that is not related to criminal conduct risking or causing substantial harm shall not be used to take law enforcement action against a student but may be used to connect a student or family with services or other supports. Prior to such a disclosure, whenever possible, the Principal or Principal's designee shall notify the student's parent/guardian, the student, or both when such information will be shared with the SRO.

9.4 **Information Sharing by the SRO with the Principal or Principal's Designee.** Subject to applicable statutes and regulations governing confidentiality, the SRO shall inform the Principal or Principal's designee of any arrest of a student, the issuance of a criminal or delinquency complaint application against a student, the SRO's perception that a student may be in immediate need of emergency medical or psychological assistance, or a student's voluntary participation in any diversion or restorative justice program if:

- The activity involves criminal or delinquent conduct that poses a (present or future) threat of harm to the physical well-being of the student, other students or school personnel, or school property;
- The making of such a report would facilitate supportive intervention by school personnel on behalf of the student (e.g., because the SRO may be aware of a situation outside of school suggesting the student may benefit from supportive services in school).

When the SRO observes or learns of student conduct in school for which a law enforcement response is appropriate, the SRO shall convey to the Principal or Principal's designee as soon as reasonably possible the fact of that conduct and where practicable, the nature of the intended law enforcement response.

**10.0 INSURANCE AND INDEMNIFICATION**

10.1 The City agrees to purchase and/or maintain in full force and effect during the term of this Agreement a general comprehensive liability insurance policy for any acts or omissions that occur, or claims that arise during the term of this Agreement.

10.2 The City agrees to hold the School District, its agents, and employees free, harmless, and indemnified from and against any and all claims, suits, or causes of action arising from or in any way out of the performance of the duties of the SRO or from the SRO Program.

**11.0 EFFECTIVE DATE, DURATION, APPLICABILITY, AND MODIFICATION OF AGREEMENT**

This Agreement shall be effective as to October 21, 2020, and continuing until either Party withdraws from the Agreement as provided below.

This Agreement shall be reviewed annually prior to the start of the school year. This Agreement remains in full force and effect until amended or until such time as either of the Parties withdraws from the Agreement by delivering written notification to the other Party.

The parties recognize that all or part of each SRO position is funded by State or Federal grant money and/or by budgets funded by approval of each party's respective elected board. If either party should fail to secure essential funding for either SRO position, the party without such necessary funding may terminate this agreement upon ninety (90) days prior written notice provided to the other party. Notwithstanding the foregoing, nothing shall prevent the parties from renegotiating the terms of this Agreement.

Upon execution of the Agreement by the Parties, a copy of the Agreement shall be placed on file in the office of the Sturgis Chief of Police, and the Meade School District Superintendent. The parties shall also provide this Agreement to the SROs, the Principals of any schools where the SRO will work, and any other individuals whom they deem relevant or who request it.

**IN WITNESS THEREOF**, the parties have caused this Agreement to be signed by their duly authorized officers.

Dated this \_\_\_\_ day of July 2023

Dated this \_\_\_\_ day of July 2023

\_\_\_\_\_  
Geody VanDewater  
Chief of Police  
Sturgis Police Department

\_\_\_\_\_  
Wayne Wormstadt  
Superintendent Meade School District

# School Resource Officer Program Agreement

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_ 2023, by and between the MEADE SCHOOL DISTRICT 46-1 and the MEADE COUNTY SHERIFF'S OFFICE, 1425 Main Street, Sturgis, SD 57785.

## RECITALS

WHEREAS, the Sheriff oversees the Meade County Sheriff's Deputy's;

WHEREAS, this Agreement will often refer to the Meade County Sheriff's Office as "Law Enforcement" for ease of reference;

WHEREAS, This Agreement will often refer to the Meade School District 46-1 as "School" for ease of reference.

WHEREAS, Law enforcement agrees to provide the Meade School District 46-1 a School Resource/Liaison Officer (hereinafter referred to as "SRO") Program in the School; and

WHEREAS, the Meade School District 46-1 and Law Enforcement desire to set forth in the SRO Agreement the specific terms and conditions of the services to be performed and provided by the SRO's in the Piedmont Valley Elementary.

## AGREEMENT

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

### 1. Cost of the SRO Program.

- A. The Parties hereto acknowledge that there is a financial agreement between the Parties. The Meade School District 46-1 will reimburse the Meade County Sheriff's Office for 50% of the actual wages of the Meade County Sheriff's Deputy for a nine-month school year. This wage will include any overtime worked by the SRO for each period. The invoice for payment in the amount of \$36,294.27 (50% of the Deputy's 9-month salary) will be submitted by the Meade County Sheriff's Office April 15, 2024.

- B. Continuing education in the areas of school-based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, and cultural competence are cornerstones of an effective SRO. The Meade School District 46-1 will reimburse Law Enforcement for up to a total of \$1000.00 annually for training cost when the SRO participates in school-related training and professional development. The training will be mutually agreed upon between the Parties to this Agreement. The costs shall include, but are not limited to, travel, lodging, per diem, and tuition.

## **2. Employment of School Resource Officers.**

- A. The SRO shall be employees of Law Enforcement and shall be subject to the administration, supervision, and control of Law Enforcement.
- B. The SRO shall be subject to all personnel policies and practices of Law Enforcement except as such policies or practices may be modified by the terms and condition of this Agreement.
- C. Law Enforcement, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO.
- D. A joint committee composed of representatives of Law Enforcement, Piedmont Valley Elementary, and the Meade School District 46-1 shall make recommendations for the SRO positions to the Sheriff who shall assign such Deputies. If a principal is dissatisfied with an SRO who has been assigned to that principal's school, then that principal may request that the Sheriff assign a different deputy as the SRO for that School.
- E. SRO Assignments
  - 1. Piedmont Valley Elementary School will have one assigned SRO.
  - 2. Substitutions will be made in consultation with the school administration affected and will only be on a temporary basis.

## **3. Duty Hours**

- A. Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day. Reasonable efforts will be made to accommodate requests for the SRO to attend after-school activities, such as sporting events and dances.
- B. It is understood and agreed that time spent by the SRO attending circuit or magistrate court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement. This includes all training required by the State of South Dakota or Law Enforcement to maintain certification as a law enforcement officer in good standing.
- C. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in Law Enforcement and the principal of the Piedmont Valley Elementary School to

which the SRO is assigned. If an SRO is absent from work for more than five consecutive days, Law Enforcement will assign another officer, if available, to substitute for the SRO beginning the sixth consecutive day of absence.

#### **4. Goals of the SRO Program.**

This SRO Program is unique to the community, based on input from the school administration, teachers, faculty, families, and community members. The Program is designed to fulfill three overall roles:

##### **A. Law Enforcement**

##### **B. Fostering Positive School Climate/Crime Prevention/ Mentor/ Role Model**

##### **C. Education**

- A. **Law Enforcement** – SROs are responsible for the majority of law enforcement activities occurring at school, during school hours, but not general school discipline. The determination of whether an activity raises to the level of a Law Enforcement activity should be made in consultation with a school administrator. Parents, students, teachers, and other school personnel should bring complaints about student misbehavior to the school principal, or designee, rather than the SRO.
- B. **Fostering Positive School Climate/ Crime Prevention/ Mentor/ Role Model-** One of the primary role's SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, and investigating crimes. Officers may also complete security surveys analyzing the physical security and safety of school property and facilities.
- C. **Education-** SROs should participate in the school community by becoming a member of the educational team and administrative staff, where appropriate and by representing law enforcement community to build positive relationships with youth, their families, and school staff.  
Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the educational fabric of the school. SROs are expected to be proactive in creatin and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

## 5. Duties of School Resource Officers

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

- A. To be an extension of the principal's office for assignments consistent with this Agreement. SROs should be notified by the building principal whenever a situation arises that is or likely to become criminal in nature, a present or potential danger to the staff, students, visitors, or school property exists, or an issue that requires the assistance of additional personnel.
- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus. As to school code violations, the SRO will refer the student to the principal's office for discipline to be meted out by school officials.
- C. To act as designee of the campus administrator in maintaining a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers, and other school property. As to school code violations, the SRO will defer to the principal's office for discipline to be meted out by school officials.
- D. To provide a classroom resource for law enforcement topics using approved materials. Materials will be approved by the Sheriff.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.
- F. To be a resource for teachers, parents, and students for conferences on an individual basis dealing with individual problems or questions.
- G. To make appearances before parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
- H. The SRO will be involved in school discipline, when it pertains to preventing a disruption that would, if ignored, place students, faculty, and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. As to School code violations, the SRO will take the student to the principal's office for discipline to be meted out by school officials.
- I. It will be the responsibility of the SRO to report all crimes originating on campus. On occasion, as SRO may be assigned cases originating outside school which may involve students from their assigned schools.
- J. The SRO will share information with the administrator about persons and conditions that pertain to campus safety concerns.
- K. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc. that aid students. Referrals will be made when necessary.

- L. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- M. The SRO will coordinate all his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.
- N. The SRO may be asked to provide community-wide crime prevention presentations that include, but are not limited to:

**-Drugs and the law – Adult and juvenile**

**-Alcohol and the law – Adult and juvenile**

**- Sexual assault prevention**

**- Safety programs – Adult and juvenile**

**- Online safety and citizenship; and**

**- Assistance in other crime preventions programs as assigned.**

- O. The SROs will wear approved department uniform to include vests, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or Law Enforcement. The Sheriff and the principal shall jointly set expectations and resolve disputes in this area.
- P. The SROs will wear their department-authorized duty weapons in accordance with department policy.
- Q. The SRO's will be required to take certain calls as needed in the area of Piedmont and along the I-90 corridor.

## **6. Chain of Command.**

- A. As employees of Law Enforcement, SROs will be subject to the chain of command of Law Enforcement
- B. In the performance of their duties, SROs shall coordinate and communicate with the principal or the principal's designee of the school to which they are assigned.

## **7. Access to Education Records.**

- A. School Officials shall allow law enforcement to inspect and copy any public records maintained by the school to the extent allowed by law.
- B. Law enforcement and school officials are permitted to openly share information in accordance with the standing 4<sup>th</sup> Circuit Judicial Order allowing such sharing. The judicial order shall be periodically updated to reflect current information and to remain in compliance with the latest judicial guidance.
- C. Law Enforcement should actively share information with school officials that would likely have a significant impact on the safety, well-being, or operation of the school or educational environment.

**8. Terms of Agreement.**

The initial term of this Agreement is one year commencing on the \_\_\_\_ day of August 2023 and ending on the \_\_\_\_ day of May, 2023. However, should any Party encounter budgetary constraints that make the continuation of this agreement impractical, then any Party may cancel this agreement upon sixty days' notice to the others. Following the initial three-year term, this Agreement shall be automatically renewed for successive one-year periods unless any Party requests termination or modification of this Agreement. This request must be made in writing.

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

**MEADE SCHOOL DISTRICT 46-1**

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**MEADE COUNTY SHERIFF**

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**PAT WEST**

**ATTEST:**

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**(SEAL)**



OFFICE OF THE SUPERINTENDENT  
**SPEARFISH SCHOOL DISTRICT**

*Empowering all students to succeed in a changing world*

June 19, 2023

Wayne Wormstadt, Superintendent  
1230 Douglas Street  
Sturgis, SD 57785

Superintendent Wormstadt and the Meade Board of Education,

Please allow this letter to serve as the official request for the Spearfish School District to pick up students at one location in the incorporated city of Whitewood for the 2023-24 school year. We would pick up at just one location – on Sherman Street next to the baseball diamond.

If you should have any questions or concerns please feel free to contact me at 717-1229 or at [keaston@spearfish.k12.sd.us](mailto:keaston@spearfish.k12.sd.us). Thank you for your consideration.

**Background Information:**

The SD Legislature passed SDCL 13-28-45 during the 2011 session. This statute requires the school boards in both the receiving school district and the resident school district shall annually approve the pick-up locations for those students within any incorporated municipality.

Sincerely,

Kirk Easton,  
Superintendent



June 27, 2023

Rapid City School District  
300 Sixth Street  
Rapid City, SD 57701-2724

Dear Superintendent Swigart and Board of Education,

The SD Legislature passed SDCL 13-28-45 during the 2011 session. This statute requires both school boards to approve bus routes located in a neighboring school district. The law is intended to protect the safety of students. The following information is based upon last year's bus routes with the modifications of removing McIntosh Road and Deerview Road as they fall in the Meade School District 46-1. Harlow's Bus Company provided the following update:

This 2023-24 school year in Summerset we will have five stops:

1. Savannah Lane and Castlewood Drive
2. Castlewood Drive and North end of Ventura Lane
3. Castlewood Drive and South end of Remington Street
4. Leisure Lane and Astoria Lane
5. Bellingham Drive and Brighton Street

Similarly, from last school year our position will be to maintain these stops for the 2023-24 school year. It appears as though open enrollment students from this area continue to attend Piedmont Valley Elementary and Stagebarn Middle School. The proposed stops will help provide safety for students traveling to these two schools.

Respectfully,

A handwritten signature in black ink, appearing to read "Wayne Wormstadt", is written over a horizontal line.

Wayne Wormstadt  
Superintendent of Meade School District

Wayne Wormstadt,  
Superintendent

Brett Burditt,  
Business Manager

1230 Douglas St.  
Sturgis, SD 57785

T: 605-347-2523  
F: 605-347-0005  
[www.meade.k12.sd.us](http://www.meade.k12.sd.us)

June 27, 2023

Faith School District  
206 W. 5<sup>th</sup> Street  
Faith, SD 57626

Superintendent Daughters and Board of Education,

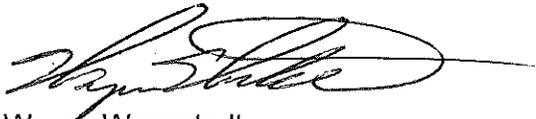
Please allow this letter to serve as the official request for the Meade School District 46-1 to pick up/drop off students at one location at the Plainview Hall for the 2023-24 school year.

If you should have any questions or concerns, please feel free to contact me at 605-347-2523 or at [wayne.wormstadt@k12.sd.us](mailto:wayne.wormstadt@k12.sd.us). Thank you for your consideration.

Background Information:

The SD Legislature passed SDCL 13-28-45 during the 2011 session. This statute requires the school boards in both the receiving school district and the resident school district shall annually approve the pick-up locations for those students within any incorporated municipality.

Respectfully,



Wayne Wormstadt  
Superintendent of Meade School District 46-1

Wayne Wormstadt,  
Superintendent

Brett Burditt,  
Business Manager

1230 Douglas St.  
Sturgis, SD 57785

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F: 605-347-0005  
[www.meade.k12.sd.us](http://www.meade.k12.sd.us)



**2023-24  
Support Staff  
and  
Professional/Technical  
Handbook**

*To Build Knowledge and Skills for Success Today and Tomorrow*

## NONDISCRIMINATION

The Meade School District does not discriminate on the basis of gender, color, disability, national origin, race, creed, religion, homelessness, marital status, pregnancy or age in the education programs or activities it offers or to admission to or employment in its education programs or activities. Inquiries concerning Title VI or Title IX may be referred to Maranda McGillivray, 1230 Douglas Street, Sturgis, SD 57785, 605- 347-2523. Inquiries concerning ADA may be referred to Brett Burditt, 1230 Douglas Street, Sturgis, SD 57785, 605-347-2523. Inquiries concerning Section 504 may be directed to Melissa Pankratz, 1230 Douglas Street, Sturgis, SD 57785, 605-347-4770. Inquiries concerning Title X, Section C may be referred to Chrissy Peterson, 1230 Douglas Street, Sturgis SD 57785, 605-347-4770. Inquiries may also be directed to the Kansas City Office, Office of Civil Rights, US Department of Education, 8930 Ward Parkway, Suite 2037, Kansas City, MO 64114-3302, 816-268-0550, Fax: 816-823-1404, TDD: 877-521-2172, Email: [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov)

### Federal Acts Designed to Eliminate Discrimination

**Title VI** is part of the Civil Rights Act of 1964 that indicates that no person in the United States shall be subject to discrimination under any program or activity receiving Federal financial assistance.

**Title IX** is part of the Education Amendments of 1972 which is designed to eliminate (with exception) discrimination on the basis of sex in any educational program or activity receiving Federal financial assistance.

**Title X, Part C** is part of the McKinney-Vento Homeless Education Assistance Improvements Act of 2001 which is designed to eliminate discrimination on the basis of homelessness in any educational program or activity receiving Federal financial assistance.

**Section 504** states that no qualified individual with a disability in the United States shall be excluded from, denied the benefits of, or be subjected to discrimination under any program or activity that receives Federal financial assistance.

**ADA, Title II** is part of the Americans with Disabilities Act of 1990 which is designed to enforce equal opportunity access to programs, services, and activities through specific architectural standards to avoid discrimination.

**Age Discrimination in Employment Act of 1967** is designed to prohibit age discrimination in employment.

### Accessibility Contingency Plan

In the case of an emergency, Meade School District staff will be assigned to assist students with a disability to ensure that they are able to get to safety and be with their class at the appropriately assigned area. In order to facilitate participation, accommodations will be made on an individual basis. Each disability is unique; the reasonable accommodations principal should be applied on a case by case basis for both students and staff. The 504 Coordinator will work with Meade staff to coordinate who may need additional assistance in the case of an emergency. The ADA Coordinator may refer issues regarding accessibility and accommodations for students to the student services department. If further information is needed, please contact Melissa Pankratz, 504 Coordinator, at 605-347-4770, or Brett Burditt, ADA Coordinator, at 605-347-2523.

## INTRODUCTION

The purpose of this handbook is to provide professional/technical and support staff with information about the policies and procedures of the Meade School District that apply to them. Questions about anything contained in this handbook should be directed to the immediate supervisor or the superintendent.

## SUMMARY OF BENEFITS

Professional/technical and support staffs are divided into seven categories, depending upon the number of days worked per year and the number of hours worked per day. Benefits granted to employees vary depending upon the categories. A separate class of employees that require licensure but are not twelve month full-time is also included. The only employees in the licensure category are nurses and social worker. They will be treated as ten+ month full-time when it comes to benefits. The categories and corresponding benefits are summarized below. (Note: School Board Policies are taken from the Meade School Board Policy Manual. The codes refer to the board policy.)

## EMPLOYMENT CATEGORIES (BOARD POLICY GD)

### Twelve Month Full-Time

**Definition:** 30 hours or more per week for 260 days per year

**Benefits:**

- **Ten (10) days sick leave (eligible after two (2) months of employment):** All sick leave is earned and accumulated monthly according to the employees' rate of employment. (Leave Form required and department administrative approval/notification)
- **Two (2) days personal leave:** ONLY for employees hired before July 1, 2013. (Department administrative approval and Leave Form required)
- **Two (2) days bereavement leave** (Department administrative approval required)
- **Twelve (12) days vacation: Seventeen (17) days after 5 years (eligible after two (2) months of employment):** All vacation days are earned and accumulated monthly according to the employees' rate of employment. (Department administrative approval required)
- **Fifteen (15) paid holidays (paid holidays will not be awarded to new employees until successful completion of two (2) months of employment):** Labor Day, Native Americans Day, Thanksgiving (2 days), Christmas (2 days), New Year's Day (2 days), Presidents Day, Spring Break, Good Friday, Easter Monday, Memorial Day, Independence Day, and Juneteenth.
- **SD Retirement (eligible to participate after two (2) months of employment)**
- **Insurance (eligible after one (1) month of employment):** Employees, who work 30 or more hours per week shall earn insurance benefits

### Twelve Month Part-Time

**Definition:** A minimum of 20 hours per week but less than 30 hours per week for 260 days per year

**Benefits:**

- **Ten (10) days (eligible after two (2) months of employment):** All sick leave is earned and accumulated monthly according to the employees' rate of employment. (Department administrative approval required)
- **Two (2) days personal leave:** ONLY for employees hired before July 1, 2013. (Department administrative approval required)
- **Two (2) days bereavement leave:** (Department administrative approval required)

- **Twelve (12) days vacation: seventeen (17) days after 5 years (eligible after two (2) months of employment). Pro-rated vacation (eligible after two (2) months of employment):** Employees, who work 20 or more hours per week shall earn pro-rated vacation benefits. All vacation days are earned and accumulated according to the employees' rate of employment. (Department administrative approval required)
- **Seven (7) paid holidays (paid holidays will not be awarded to new employees until successful completion of two (2) months of employment).** Employees will receive the following holidays only if those holidays fall within their school work schedule: Labor Day, Native American Day, Thanksgiving, Christmas, New Year's Day, Presidents Day, and Good Friday
- **SD Retirement (eligible to participate after two (2) months of employment)**

### **Ten+ Month Full-Time**

**Definition:** 30 hours per week for less than 260 days per year

**Benefits:**

- **Eight (8) days sick leave (eligible after two (2) months of employment):** All sick leave is earned and accumulated according to the employees' rate of employment. (Department administrative approval required)
- **Four (4) days personal leave (eligible after two (2) months of employment)** (Department administrative approval required)
- **Two (2) days bereavement leave** (Department administrative approval required)
- **Thirteen (13) paid holidays (paid holidays will not be awarded to new employees until successful completion of two (2) months of employment).** Employees will receive the following holidays only if those holidays fall within their school work schedule: Labor Day, Native Americans Day, Thanksgiving (2 days), Christmas (2 days), New Year's Day (2 days), Presidents Day, Spring Break, Good Friday, Easter Monday, and Memorial Day.
- **SD Retirement (eligible to participate after two (2) months of employment)**
- **Pro-rated insurance (eligible after one (1) month of employment):** Employees, who work 30 or more hours per week a shall earn pro-rated insurance benefits

### **Nine Month Full-Time**

**Definition:** 30 hours or more per week for less than 260 days per year

**Benefits:**

- **Eight (8) days sick leave (eligible after two (2) months of employment):** All sick leave is earned and accumulated according to the employees' rate of employment. (Department administrative approval required)
- **Four (4) days personal leave (eligible after two (2) months of employment)** (Department administrative approval required)
- **Two (2) days bereavement leave** (Department administrative approval required)
- **Seven (7) paid holidays (paid holidays will not be awarded to new employees until successful completion of two (2) months of employment).** Employees will receive the following holidays only if those holidays fall within their school work schedule: Labor Day, Native American Day, Thanksgiving, Christmas, New Year's Day, Presidents Day, and Good Friday
- **SD Retirement (eligible to participate after two (2) months of employment)**
- **Pro-rated insurance (eligible after one (1) month of employment):** Employees, who work 30 or more hours per week a shall earn pro-rated insurance benefits

### **Nine Month Part-Time**

**Definition:** A minimum of 20 hours per week but less than 30 hours per week

**Benefits:**

- **Eight (8) days sick leave (eligible after two (2) months of employment):**  
All sick leave is earned and accumulated according to the employees' rate of employment. (Department administrative approval required)
- **Four (4) days personal leave (eligible after two (2) months of employment)**  
(Department administrative approval required)
- **Two (2) days bereavement leave** (Department administrative approval required)
- **Seven (7) paid holidays (paid holidays will not be awarded to new employees until successful completion of two (2) months of employment).**  
**Employees will receive the following holidays only if those holidays fall within their school work schedule:** Labor Day, Native American Day, Thanksgiving, Christmas, New Year's Day, Presidents Day, and Good Friday.
- **SD Retirement (eligible to participate after two (2) months of employment)**

### **Part-Time Less Than 20 hours:**

**Benefits:**

- **Two (2) days sick leave (eligible after two (2) months of employment):**  
(Department administrative approval required)

### **Temporary:**

**Definition:** Employment not to exceed one (1) year

**Benefits:** No employee benefits offered

## **PROFESSIONAL/TECHNICAL AND SUPPORT STAFF POSITIONS (GDA)**

All support and professional/technical staff positions will be established initially by the board. In each case, the superintendent will submit for the Board's consideration and action a job description or job specifications for the position.

Although positions may remain temporarily unfilled, or the number of persons holding the same type of position reduced in event of de-staffing requirements, only the board may abolish a position it has created.

Note: Job descriptions and specifications are available for review in the **human resources** office.

## **SUPPORT AND PROFESSIONAL/TECHNICAL STAFF POSITIONS -- PHYSICAL EXAMINATION REQUIRED (GDA\*)**

All persons applying for a position as custodian, maintenance worker, **computer technician** or food service worker with the District shall, as a condition of employment, receive a physical examination from a medical doctor chosen by the District to perform said physical examination. The Superintendent or other appropriate administrator in the District may require a physical examination for persons applying for other non-certificated positions within the District, including select special education paraprofessional positions.

The fee for the physical examination and any related costs or tests shall be borne by the District. The medical doctor shall determine if the applicant for the position is physically able to perform the duties of that position as set forth in the job description. The medical doctor shall then report his/her findings to the Superintendent or his/her authorized designee. If the doctor determines that the applicant is physically unable to perform the duties of that position, and the report so indicates, the application for employment may be denied.

## **PAYROLL PROCEDURES**

For hourly employees, payroll will be based on a bi-weekly reporting/pay period and processed every other Friday. Personnel shall complete an electronic/paper timesheet every two weeks, and timesheets shall be due on the Tuesday following the second Friday of the pay period.

Deductions will be made from the paychecks of all employees for federal income tax, Social Security, and state retirement. In addition, deductions may be made for employee contributions to group health insurance, group life insurance, deferred compensation plans, or any other similar programs that may be approved by the board.

Payroll will be implemented via direct deposit to the employee's designated financial institution.

Personnel, whose employment is ended, regardless of the reason, shall receive a paycheck rather than a direct deposit as a final payroll distribution if they wish. Upon ending employment, personnel shall complete an exit interview in the business office to verify that exit responsibilities have been met before receipt of final compensation.

## **WAGES AND SALARY 2023-24**

Support and professional/technical staff will receive an increase of 5% whichever is greater, for the 2023-24 school year. Food Service employees will receive an increase of \$.50/hour. Employees, who have reached the maximum wage, will receive CPI or an approved annual raise, whichever is greater.

## **SUPPORT AND PROFESSIONAL/TECHNICAL STAFF SALARIES (GDB)**

The Board will establish the hiring salary structure for support and professional/technical staff.

Annual increases will be dependent upon the employee's satisfactory performance in the position and will be established by the Board.

Food Service employees shall be paid an additional 20¢/hour, 35¢/hour, 50¢/hour, and 65¢/hour above the established hourly wage for having attained Level I, II, III or IV ASFA (American School Food Service Association) Certification, respectively. The additional wage will be paid for as long as the certification remains in full force and effect. Appropriate documentation must be provided to substantiate that certification or recertification has been achieved.

Employees that are classified as the Med/Tech trained staff in the building can be paid a stipend up to \$750 annually. This will be based on superintendent approval.

## **FOOD SERVICE SCHOOL NUTRITION ASSOCIATION DUES**

Meade School District shall pay the annual dues to the School Nutrition Association (SNA) for all Food Service employees who are active members of the association as determined by the Food Service Director.

## **SALARY GUIDE FOR EMPLOYEES**

1. New employees who meet the hiring criteria as specified by the applicable job description shall receive a salary defined by the hiring structure.
2. If it is in the best interest of the district, the superintendent may assign a salary greater than that on the hiring structure in consideration of previous training and/or experience.
3. If an employee moves to a lesser paid position, their wage will be adjusted to reflect the change in position.
4. The Board reserves the right to limit the wage or salary for any support staff position based on any or all of the following criteria.
  - a. The duties and responsibilities of the position as compared to other positions in the district.
  - b. The wage or salary of comparable public or private sector positions in the community and/or region.
  - c. The relative value of the position in relationship to the district's mission.

## **PROFESSIONAL/TECHNICAL AND SUPPORT STAFF OVERTIME COMPENSATION (GDBB)**

Hourly employees will be paid overtime wages at a rate of one and one-half times normal compensation for work performed in excess of forty (40) hours in a work week, subject to the following provisions:

1. Overtime pay is to be authorized only by the superintendent or designee and cleared through the business office.
2. Overtime pay will be paid only on the excess of forty (40) hours **worked** per week.
3. Employees who are required to work on a scheduled holiday shall have the option of receiving overtime pay or taking a different day off. The date for the alternative holiday must be approved by the immediate supervisor. If school is in session on a designated holiday, the superintendent will identify an alternative date for the holiday.

## **PROFESSIONAL/TECHNICAL AND SUPPORT STAFF FRINGE BENEFITS (GDBC)**

1. Employee Benefits. The employee benefits provided to the teaching staff through Article 5.8 of the negotiated agreement will also be provided to all support staff. The benefit program may be prorated.

The full single health insurance benefit will be offered to all eligible twelve month full-time hourly employees. The Board will pay up to \$538 of the basic premium.

The full single health insurance benefit will be offered to all eligible nine (9) and ten (10) month **full-time hourly employees** who have been employed with the district continuously for five (5) or more years. The Board will pay up to \$538 of the basic premium.

85% of the single health insurance benefit will be offered to all eligible nine (9) and ten (10) month **full-time hourly employees** who have been employed with the district continuously for LESS than 5 years. The Board will pay up to 85% of \$538 of the basic premium.

All contract personnel and school nurses will be offered the full single health insurance benefit. The Board will pay up to \$538 of the basic premium.

Employees who do not work twelve (12) months and who elect to receive this benefit and fail to return to work when the new school year begins, any premiums paid on their behalf during the summer months shall be reimbursed to Meade School District.

Employees who decline the offer of health insurance will be given 12/12<sup>ths</sup> the cost of the life insurance benefit.

2. South Dakota Retirement Benefits. All employees working a minimum of twenty (20) hours per week and six (6) months per year will qualify for the South Dakota Retirement System. The South Dakota Retirement System is a mandatory program.
3. S.D. Retirement benefit will not be implemented until two (2) months after hire date. Insurance benefits will not be implemented until one (1) month after hire date.

**PROFESSIONAL/TECHNICAL AND SUPPORT STAFF SICK LEAVE (GDBDA\*)**

1. Sick Leave Provisions. Sick leave may be taken for personal illness, injury, or other physical disability (including pregnancy-related disability) and for illness in the immediate family, defined as spouse, children (step), father (step), mother (step), parents-in-law, brother, sister, grandchildren, and grandparents. Any available sick leave may be used in the event of death of the employee's spouse, children (step), parents, siblings, grandchildren, and grandparents. Up to three (3) days of available sick leave may be used in the event of death of the employee's parent(s)-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law. Employees must work twenty (20) hours per week to qualify for sick leave benefits.

Staff are required to immediately notify their supervisor when sick leave is required. The supervisor or superintendent may require a physician's statement concerning such absence.

After two (2) months of employment, staff shall earn sick leave in accordance with the following schedule:

|                               |                                 |
|-------------------------------|---------------------------------|
| Twelve Month Full-Time:       | 10 days per year                |
| Twelve Month Part-Time:       | 8 days per year                 |
| Ten+ Month Full-time:         | 8 days per year                 |
| Nine Month Full-time:         | 8 days per year                 |
| Nine Month Part-time:         | 8 days per year                 |
| Part-Time Less Than 20 Hours: | 2 days per year (Noncumulative) |

All sick leave is earned and accumulated monthly according to the employees' rate of employment except for part-time less than 20 hours.

All unused days shall be added to the employee's sick leave reserve at the end of the fiscal year. New employees, entering the district after July 1, 2014, are eligible to accumulate seventy-five (75) days of sick leave. Employees, hired prior to July 1, 2014, are eligible to accumulate one hundred (100) days of sick leave.

Maternity/Paternity Leave - An employee may use up to six (6) weeks of sick leave for the birth and/or legal adoption of a child. The six (6) weeks shall begin at the time of the birth or placement of the child. Mothers who have undergone childbirth will be granted the first 5 days of the six (6) weeks of maternity/paternity leave with no reduction to their sick leave. If the birth or placement of the child occurs prior to the beginning of school, only that portion of

the six (6) weeks which falls during the school year may be taken. If both mother and father are employees of the District, the combined maternity/paternity leave must be taken within the six (6) weeks period immediately following the birth or placement of the child.

Grandparents may use up to three (3) days of sick leave to attend to the birth and/or legal adoption of a grandchild, and these days shall be taken within the six (6) weeks immediately following the birth and/or placement of the child.

2. Sick Leave Bank: Staff are eligible to participate in a voluntary Sick Leave Bank according to the provisions specified in Article VI of the Negotiated Agreement. Use of the sick leave bank is contingent upon named employee having used two days more than all of his or her accumulated sick leave, personal leave, and accumulated vacation days.

### **PROFESSIONAL/TECHNICAL AND SUPPORT STAFF PERSONAL AND BEREAVEMENT LEAVE (GDBDB\*)**

Personal leave is available to all support and professional/technical staff, who are eligible to participate in the SD Retirement System. Employees hired after July 1, 2013, who are eligible for vacation days are not eligible for personal days. New employees, who are not eligible for vacation, are eligible for personal leave after two (2) months of employment. An employee can use a personal day only on a day that the employee is scheduled to work and at their rate of employment.

Unused personal leave may be transferred to the employee's sick leave account regardless of the total accumulated credit. As an alternative, an employee may annually request reimbursement for unused personal days at the prorated amount of \$60 per day based on a 1.0 FTE. This request must be made by June 1 of the current school year.

For twelve month full-time and twelve month part-time employees hired before July 1, 2013, two (2) days of leave with pay may be taken for personal reasons each year if approved in advance by the superintendent or designee and one additional day may be allowed after all vacation days have been used, and that additional day shall be charged to the employee's accumulated sick leave. For ten+ month full-time, nine month full-time and nine month part-time employees four (4) days personal leave, one additional day may be allowed, and that additional day shall be charged to the employee's accumulated sick leave. The superintendent or designee shall approve the additional leave in advance.

The employee may have up to two (2) days of bereavement leave per year to attend to bereavement needs.

### **SUPPORT AND PROFESSIONAL/TECHNICAL STAFF LEAVE WITHOUT PAY (GDBDC\*)**

The superintendent may grant leaves of absence without pay to employees. Requests for leave without pay must be approved by the employee's supervisor and must include the reason for the request and length of absence. Requests shall be acted upon within a reasonable time not to exceed thirty (30) calendar days. A copy of this leave provision shall be given to the employee when leave is granted.

Leave without pay may be granted in situations where personal leave or sick leave does not apply, providing that a substitute is available. Leave without pay will not exceed one (1) year. The employee cannot be compensated for regular salary during this period. Employees may remain active members of the South Dakota Retirement System and the District's employee benefit program, subject to legal limitations, by paying the entire cost of participation.

If leave without pay is granted for more than ninety (90) days, the employee shall give written notice of the intent to return no later than thirty (30) calendar days before the return date. If leave without pay is granted for ninety (90) days or fewer, the written notice is not required. Upon return, the employee shall be reinstated to the former position or one of comparable status.

**PROFESSIONAL/TECHNICAL AND SUPPORT STAFF FAMILY AND MEDICAL LEAVE**  
**(GDBDD\*)**

The District will grant unpaid FMLA leave to staff as required by the Family and Medical Leave Act of 1993.

**PROFESSIONAL/TECHNICAL AND SUPPORT STAFF VACATIONS AND HOLIDAYS**  
**(GDBE)**

1. Vacations: Twelve month full-time employees with less than 5 years of continuous employment in the district shall earn 12 days vacation with pay annually.

Twelve month full-time employees with 5 or more years of continuous employment in the district shall earn 17 days of vacation with pay annually.

Twelve month part-time employees who work 20 or more hours per week shall earn prorated vacation benefits.

Actual days of leave must be approved in advance by the employee's supervisor.

Vacation leave must be scheduled with the employee's supervisor at the earliest possible time prior to the use of such leave. The district reserves the right, within reason, to disapprove requested time for vacation leave for the purpose of maintaining the workforce during heavily scheduled work periods.

All vacation days are earned and accumulated monthly according to the employees' rate of employment. All leave hours shall be taken according to the hours of the individual employee's regular scheduled work day.

Employees who earn vacation can carry over no more vacation days or hours earned in a fiscal year.

An employee's vacation time will be pro-rated from the date of hire to the end of the current fiscal year. After that time, the fiscal year for earning vacation shall be July 1<sup>st</sup> to June 30<sup>th</sup>. Vacation time may accrue, but may not be used until completion of two (2) months of employment.

Employees with previous experience in the district in other employment categories who become twelve month full-time or twelve month part-time employees will be granted prorated credit toward years of employment for vacation purposes based upon the number of months worked per year.

2. Holidays: Twelve month full-time employees shall earn fourteen (14) paid holidays to be determined by the superintendent each school year approved by the Board based on the school calendar. (Paid holidays will not be awarded to new employees until successful completion of two (2) months).

Ten+ month full-time shall earn thirteen (13) paid holidays to be determined by the Superintendent each school year approved by the Board based on the school calendar. (Paid holidays will not be awarded to new employees until successful completion of two (2) months).

Twelve month part-time employees, who work 20 hours per week, and nine month full-time and nine month part-time employees, who work 20 or more hours per week, shall earn seven (7) paid holidays to be determined by the superintendent each school year

approved by the Board based on the school calendar. (Paid holidays will not be awarded to new employees until successful completion of two (2) months).

Employees will receive the paid holidays only if those holidays fall within their school work schedule.

### **PROFESSIONAL/TECHNICAL AND SUPPORT STAFF PROBATION (GDG)**

All new employees will serve a six (6) month probationary period. This will apply to former employees who are reemployed.

Throughout the probationary period, the employee's performance will be evaluated and reviewed by his/her supervisor. If the employee's performance is found to be satisfactory, he/she will be placed on regular employment status at the conclusion of the probationary period. If the employee's performance is found to be unsatisfactory, he/she may be separated without recourse at any time during the probationary period.

### **PROFESSIONAL/TECHNICAL AND SUPPORT STAFF ASSIGNMENTS AND TRANSFERS (GDI)**

1. Voluntary Reassignment: Requests for reassignment or reduced hours will be granted when they are in the best interest of the District.
2. Involuntary Reassignment: The superintendent and/respective administrator may reassign employees. Such reassignment shall be made only after a conference among the employee involved and the respective administrator. The employee will be notified of the reason(s) for the reassignment. A written record of the conference will be placed in the employee's personnel file.

### **EVALUATION OF PROFESSIONAL/TECHNICAL AND SUPPORT STAFF (GDN)**

Employees will be evaluated annually by their supervisors.

Employees whose performance is not satisfactory may be evaluated more frequently.

All evaluations will be written, signed by the employee, and placed in the employee's personnel file.

### **RESIGNATION OF PROFESSIONAL/TECHNICAL AND SUPPORT STAFF (GDPB)**

A resignation shall be filed with the superintendent at least two (2) weeks prior to the effective date of resignation. The employee shall receive pay for all available earned vacation time as a separation benefit upon the Board's acceptance of the resignation. Failure to comply with the two (2) week deadline may result in the forfeiture of said benefit. Employees who resign and apply for re-employment, if re-employed in the same position, may be placed at the same step of their prior employment, at the discretion of the superintendent.

### **RETIREMENT BENEFIT FOR PROFESSIONAL/TECHNICAL AND SUPPORT STAFF (GDPC)**

Professional/technical and support staff, upon becoming eligible for South Dakota Retirement System benefits, who leave the District after ten (10) years of service and has served five (5) years of continuous employment prior to date of retirement and all ten (10) years are served

within the last fifteen (15) years, will be reimbursed for their unused sick leave as follows: one-half the number of days accumulated sick leave at 75% current computed day's pay, not to exceed \$75 per day. The payment will be made on the regularly scheduled accounts payable check run following the retirement to the South Dakota Retirement System Special Pay Plan. The employee must submit their retirement letter to the superintendent with at least two (2) weeks' notice to receive this benefit.

**DISCIPLINE**

Meade School District professional/technical and support staff will use a disciplinary system that includes, but isn't limited to, a verbal warning, first written warning, and second written warning. The employee's supervisor will use the form found on the district website to document the reason, details and corrective action that need to be taken, up to and including a request for termination. A copy of the disciplinary action form will be placed into the employee's personnel file.

**SUSPENSION AND DISMISSAL OF PROFESSIONAL/TECHNICAL AND SUPPORT STAFF MEMBERS (GDPD)**

Meade School District is an "at-will" employer and operates under the provision that employees have the right to resign their position at any time, with or without notice and with or without cause. The District has similar rights to terminate the employment relationship at any time, with or without notice and with or without cause. The superintendent may suspend without pay and/or terminate an employee without recourse at any time.

**STAFF HEALTH (GBE)**

The board may require an employee returning from a leave for health reasons to submit a certification of health from a physician. The employee will not be permitted to return to work if the physical condition would be a hindrance in the performance of assigned duties.

Employees who are injured while acting in the scope of their employment shall receive such compensation and expenses as are prescribed by the worker's compensation law of South Dakota. Such compensation shall be supplemented with an amount sufficient to maintain the employee's regular salary for a period not to exceed the accumulated sick leave reserve.

**USE OF ALCOHOL AND OTHER DRUGS BY EMPLOYEES (DRUG-FREE WORKPLACE POLICY) (GBED\*)**

The District prohibits the unlawful manufacturing, distributing, selling, dispensing, possessing, using, or being under the influence of alcohol and/or other drugs in the workplace.

Any employee who violates this policy will be subject to disciplinary action which may include dismissal and referral for prosecution. It shall be a condition of employment in the District that each employee must abide by the terms of this policy and shall notify the Superintendent of any criminal alcohol and/or drug statute conviction for any alcohol and/or drug violation no later than five (5) days after conviction. Within thirty (30) days after receipt of such notification, one of the following actions shall be taken:

- a) Appropriate personnel actions, including possible suspension or termination.
- b) Requiring the employee to participate satisfactorily in an alcohol and/or other drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency. An employee who requests assistance shall be provided a listing of the regional treatment facilities or agencies to assist

him/her in their choice of a service provider.

c) Possible referral for prosecution.

Information will be provided to all new employees to advise them about the dangers of alcohol and other drug use in the workplace, the District's policy of maintaining a drug-free workplace, any available drug-counseling, rehabilitation, and employee assistance programs, and the disciplinary sanctions that may be imposed upon employees for alcohol and/or other drug use/abuse violations. A copy of this policy will be provided to each new employee. This policy will be reviewed annually with all employees in each administrative unit and will be incorporated into all employee handbooks.

All convictions of employees for violating any criminal drug statutes shall be reported to the federal agencies that provide grants to the District, as required by law.

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

### **Reasonable Suspicion**

A. The District may request an employee to undergo drug and alcohol testing if there is a reasonable suspicion that the employee is under the influence of, or has drugs or alcohol in his or her system during work hours. There shall be no random testing. Circumstances which constitute a basis for determining a reasonable suspicion may include, but are not limited to:

1. A pattern of abnormal or erratic behavior which is so unusual that it warrants summoning a supervisor, department head, or someone else for assistance.
2. Information provided by a reliable and credible source with personal knowledge.
3. Direct observation of drug or alcohol use.
4. Presence of the physical symptoms of drug or alcohol use, i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes.
5. The possession of substances in violation of the District's drug and alcohol policy.

B. The employee may be asked to submit to blood and urine testing by a qualified medical physician or hospital at District's expense and on District's time. A group representative may be present during the discussion if the employee so requests. Prior to testing, the administrator or supervisor shall secure a signed release statement from the employee to have the hospital/physician release medical information to the District.

The employee who refuses to consent to a drug and alcohol test when reasonable suspicion of drug or alcohol use has been identified may be subject to disciplinary action based upon the facts and circumstances that led to the reasonable suspicion.

C. A positive result from the drug and/or alcohol analysis may result in disciplinary action. The District retains the right to discipline and terminate from employment any employee testing positive for drug/alcohol use, without first having to offer that employee an opportunity for treatment or rehabilitation.

D. Supervisors are required to detail in writing the specific facts, symptoms or observations

which form the basis for their determination that a reasonable suspicion existed to warrant the testing of an employee.

### **Testing Procedures**

Drug/alcohol testing will be done within two hours or as soon as possible following the request for testing.

Urgent Care of the Black Hills in Rapid City has been selected to provide drug/alcohol testing. The selection of a single laboratory will insure one standard chain of custody procedure and consistency of processing throughout the District. The District may use its discretion to select an alternate laboratory if it feels Urgent Care of the Black Hills cannot meet the requirements of the testing.

The administrator, supervisor, or school liaison officer will escort the employee to the Urgent Care of the Black Hills or alternate facility for testing. If after testing the employee is deemed unfit to continue working, he/she will be suspended pending further investigation and the results of the drug/alcohol testing.

The results of such testing shall be given to the Office of the Superintendent. The Superintendent and the administrator or supervisor will meet with the employee to discuss the situation, test results, and future actions.

Nothing contained herein shall prohibit the District from requiring an employee to submit to a portable breath test and/or a blood test in the case of suspected alcohol use. The employee may request that re-testing be done at a facility of his/her own choosing. Such re-testing must be done on the same sample as was originally tested and at the employee's own expense.

Any attempt to falsify test samples or results shall be grounds for immediate dismissal.

### **Confidentiality**

Information obtained on individuals as part of the drug screening test or pursuant to this policy will be disclosed only to those persons having legitimate need for it. Medical records pertaining to drug or alcohol use are confidential, and access to such records shall be in accordance with the District policy. Medical records are not kept in the personnel file.

### **Review**

A biennial review of the District's program will be made in order to determine the program's effectiveness and implement changes, if needed, and to ensure that disciplinary sanctions are consistently enforced.

**GRIEVANCE PROCEDURE FOR TITLE VI, TITLE IX, TITLE X, PART C, SECTION 504, ADA,  
AND AGE DISCRIMINATION ACT (GBMA\*)**

Any person who believes that Meade School District 46-1 or any part of the school organization has inequitably applied the principles and/or regulations of Title VI, Title IX, Title X, Part C, Section 504, ADA, or the Age Discrimination Act may file a grievance. The District coordinators for each of these programs are Title VI and Title IX-Maranda McGillivray, 605-347-2523, ADA-Brett Burditt, 605-347-2523, Melissa Pankratz, Section 504, 605-347-4770, Title X, Part C-Chrissy Peterson, 605-347-4770. The grievant should contact the appropriate coordinator to initiate the grievance procedure.

The grievant first shall discuss the alleged grievance informally with the coordinator, who shall investigate the complaint and reply to the grievant within five (5) business days. If the reply is not acceptable, the grievant may initiate formal procedures according to the following steps:

LEVEL I -- The grievant shall submit a written statement of the grievance to the coordinator within five (5) business days of the receipt of the reply to the informal complaint.

The coordinator, within five (5) business days of receipt of the written grievance, shall require the employee or group who allegedly committed the grievance to submit a written grievance answer to the coordinator. Such answer shall a) confirm or deny each fact alleged in the grievance; b) indicate the extent to which the grievance has merit; and c) indicate acceptance or rejection of any desired redress specified by the grievant, or outline an alternative proposal for redress.

Within ten (10) business days of the receipt of the written grievance, the coordinator shall submit a written reply to the grievant.

LEVEL II --- If the grievant is not satisfied with the resolution of the grievance at Level I, he/she may submit a written statement of appeal to the Superintendent within five (5) business days of receipt of the written reply of the coordinator. The Superintendent shall meet with all parties involved, formulate a conclusion, and respond in writing to the grievant within ten (10) business days.

LEVEL III -- If the grievant remains unsatisfied, he/she may submit a written statement of appeal to the School Board within five (5) business days of receipt of the written reply of the Superintendent. The School Board shall meet with the concerned parties and/or their representatives no later than the next regular School Board meeting following receipt of the appeal. A copy of the Board's disposition of the appeal shall be sent to the grievant within ten (10) business days of the meeting.

LEVEL IV -- If the grievant still is not satisfied, he/she may appeal to the Kansas City Office, Office for Civil Rights, U. S. Department of Education, 8930 Ward Parkway, Suite 2037, Kansas City, MO 64114-3302, 816-268-0550, Fax: 816-823-1404, TDD: 877-521-2172, Email: [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov)

Special provisions:

- 1) A grievance must be filed within forty-five (45) days after the occurrence that gave rise to the grievance. If the grievance is not filed within this time limit, it shall be considered null and void.
- 2) If the grievant fails to appeal from Level I to Level II or from Level II to Level III within the specified time limits, the grievance shall be considered null and void. If the coordinator or the Superintendent fails to reply within the specified time limits, the grievance shall automatically advance to the next Level.

- 3) The grievant has the right to be represented at his/her expense by knowledgeable persons, organizations, or groups of his/her selection at any point during the initiation, filing, or processing of the grievance. The coordinator shall provide help in identifying such knowledgeable persons or groups.
- 4) The District shall provide assistance to the grievant, including access to copies of the regulations, related guidelines, memoranda, and other relevant materials supplied to the District by the Federal government, and access to public grievance records. In addition, the coordinator and designated representatives shall provide consultation and assistance in the interpretation of such information and the use of the grievance procedure.
- 5) The grievant and the District shall jointly determine whether any grievance hearing or other grievance procedure shall be open to the public or open only to participants.
- 6) No person shall be subject to discharge, suspension, discipline, harassment, or any form of discrimination for having utilized or having assisted others in the utilization of this grievance procedure.
- 7) It should be understood that a complaint can be made to the Office for Civil Rights without following the District's grievance procedure, but the grievance procedure provides a method for getting a prompt and equitable resolution of a complaint.

#### **SEXUAL HARASSMENT (ACAA & ACAA-R(1)\*)**

I. It is the policy of Meade School District 46-1 to maintain a learning and working environment that is free from sexual harassment. It shall be a violation of this policy for any member of the Meade 46-1 staff to harass another staff member or student through conduct or communication of a sexual nature as defined in Section II. It shall also be a violation of this policy for students to harass other students through conduct or communications of a sexual nature as defined in Section II.

II. Sexual harassment shall consist of unwelcome sexual advances, requests for sexual favors, and other inappropriate verbal or physical contact of a sexual nature when made by a member of the school staff to a student, a member of the school staff to another staff member, a student to another student, or a student to a staff member. Such behavior constitutes sexual harassment when any of the following statements apply:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or education;
- b. Submission to or rejection of such conduct by an individual is used as the basis for academic or employment decisions affecting that individual;
- c. Such conduct has the purpose or effect of substantially interfering with an individual's academic or professional performance or creating an intimidating, hostile, or offensive employment or educational environment.

III. Sexual harassment, as set forth in Section II, may include, but is not limited to, the following:

- a. Verbal harassment or abuse
- b. Pressure for sexual activity
- c. Repeated remarks to a person with sexual or demeaning implications
- d. Unwelcome touching
- e. Suggesting or demanding sexual involvement accompanied by implicit or explicit threats concerning one's grades, job, etc.

IV. Any person who alleges sexual harassment by any staff member or student in the District may contact the Title IX Coordinator, Maranda McGillivray, at 605-347-2523 or may complain directly to his/her immediate supervisor or building principal. In the event that the complaint is filed directly with the immediate supervisor or building principal, the immediate supervisor or building principal shall conduct a timely investigation into the matter and shall report the results of the investigation to the Superintendent. Any subsequent action taken shall be consistent with the results of the investigation and with Section V of this policy should the charges be substantiated. Filing of a Title IX grievance or otherwise reporting sexual harassment will not reflect upon the individual's status nor will it affect future employment, grades, or work assignments. The right of confidentiality, both of the complainant and of the accused, will be respected, consistent with the District's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.

V. A substantiated charge against a staff member in the District shall subject such staff member to disciplinary action, up to and including discharge. A substantiated charge against a student in the District shall subject that student to disciplinary procedures.

VI. This policy will be reviewed on an annual basis with all employees and students in each administrative unit and incorporated into teacher and student handbooks. It also will be distributed to all organizations in the community having written cooperative agreements with the District. Failure to comply with this policy may result in termination of the cooperative agreement. Information on the prevention of sexual harassment will be provided to teachers and students in all schools as needed.

#### **JURY LEAVE (GBN\*)**

Any employee called for jury duty or subpoenaed to testify on a matter in which the employee is not a named party will be granted jury leave with no deduction in pay for the days or parts of days such absence is required. All pay received from such duty shall be given to the District and deposited in the general fund.

#### **MILITARY LEAVE (GBO\*)**

Employees are entitled to military leave under the Uniformed Services Employment and Reemployment Act of 1994.

The employee must provide advance written or verbal notice to the Superintendent for all military duty. Notice may be provided by the employee or by the branch of military in which the employee is serving. Notice is not required if military necessity prevents the giving of notice; or, the giving of notice is otherwise impossible or unreasonable.

Reemployment rights extend to persons who have been absent from work because of service in the uniformed services. Service in the uniformed services means duty on a voluntary or involuntary basis in a uniformed service, including:

- a. Active duty
- b. Active duty for training
- c. Initial active duty for training
- d. Inactive duty training
- e. Full-time National Guard duty
- f. Absence from work for an examination to determine a person's fitness for any of the above type of duty

The employee may be absent for up to five (5) years for military duty and retain reemployment rights.

## Benefits:

Employees who are on military leave for more than 30 days may elect to continue in the district health insurance plan for up to 18 months at the full premium cost plus normal increases in premium. For military leave of less than 30 days, health care coverage will continue to be provided as if the employee had never left. An employee on military leave for more than 30 days, who chooses to discontinue coverage for themselves and their dependents, shall be placed back on the health plan as if they had never left, upon their return to employment with the district.

An employee who is also a participating member of the SDRS will continue to earn credited service in SDRS while serving in the uniformed services if he or she meets the following requirements:

- a. Secures authorization in advance from the district for military leave.
- b. Returns to employment of an SDRS participating unit within one year of discharge from his/her initial period of military service.
- c. Remains in the employment of that same employer for at least one year upon his/her return.

Such credited service does not require a contribution from either the employee or the district.

## Return to Work

The employees are entitled to be reemployed in the job that they would have held had they not been absent for military service, with the same seniority, status and pay, as well any other rights and benefits determined by seniority.

An employee whose military leave has been for less than 31 days must return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight (8) hour rest period.

An employee whose military leave has been for more than 30 days but less than 180 days must submit a letter of application for reemployment within 14 days of release from the service.

An employee whose military leave has been for more than 180 days must submit a letter of application for reemployment within 90 days of release from service.

The deadline for return to work may be extended by up to two (2) years for an employee who is injured or incurs a disability during military service. The district will make reasonable accommodations for any impairment upon the employees return to work.

The employee's separation from service must be under honorable conditions in order for the person to be entitled to reemployment rights. The district has the right to request that an individual who has been on military leave for a period of 31 days or more provide documentation showing:

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

Upon receipt of the letter of application for reemployment, the district will promptly reinstate the employee. The actual day of return to work will be established by the district allowing for a reasonable time, not to exceed two weeks, to notify the displaced employee and have the position vacated.

The employee will be placed in the salary structure at the experience differential the employee would have occupied if the employee had remained continuously employed. All benefits that the employee is entitled to shall be reinstated as if the employee had remained continuously employed.

Any employee hired to replace an employee on active military duty shall not acquire tenure or a continuing contract right to the position served.

Leave of absence may be granted for military purposes.

Upon completion of the military service, the employee shall be entitled to reinstatement in the former position or its equivalent, subject to the following conditions:

- a. The employee is qualified and capable of performing the duties of the position.
- b. The employee makes written application for reinstatement to the superintendent within thirty (30) days after termination of military service.
- c. Resumption of employment may be postponed until the beginning of the new school year.
- d. The salary shall include increases that would have occurred during the military absence. Employees may be granted short-term military leave to perform required military assignments. The employee must choose whether to take leave without pay or to give the pay received for the military service to the District for deposit in the general fund.

### **STAFF COMPLAINTS AND GRIEVANCES (GBM)**

The Board will hear employee grievances only when established grievance procedures for certificated or support staff have been followed.

### **GRIEVANCE PROCEDURE**

Definition - The word "grievance" shall mean a complaint by an employee or group of employees based upon an alleged violation, misinterpretation, or inequitable application of any existing contracts, policies, rules or regulations of Meade School District 46-1 as they apply to conditions of employment. A grievant is defined as the employee or group of employees who sign the grievance.

Immediate Supervisor - Whenever any employee or group of employees has a grievance, they shall meet informally with the immediate supervisor within thirty-five (35) days of the occurrence in an attempt to resolve the issue. If informal procedures do not resolve the matter, and if the grievant wishes to proceed, the grievant must submit a formal written statement of the grievance to the immediate supervisor of the grievant within ten (10) days after the informal meeting. The immediate supervisor shall set a meeting date as soon as possible, but in any event, no later than seven (7) days after the written grievance has been filed. Within seven (7) days after the meeting, the immediate supervisor shall serve a written disposition of the matter upon the party or parties involved.

Superintendent of Schools - If the grievance is not resolved by the immediate supervisor, the grievant may refer the grievance to the superintendent or the superintendent's official designee within seven (7) days of the immediate supervisor's written disposition of the grievance. The superintendent shall arrange with the grievant a meeting to take place as soon as possible, but not later than ten (10) days of the filing of the grievance. Within seven (7) days of the meeting, the grievant shall be provided with the superintendent's written response, including the reasons for the decision.

School Board – Within five (5) days after receipt of the above disposition the grievant may, if the grievance remains unresolved, appeal to the School Board. The School Board shall offer the grievant an opportunity to be heard in executive session at its next regularly scheduled meeting or as soon as practicable thereafter. The Board shall serve written disposition of the matter on the party or parties within ten (10) days after the grievance has been heard.

Division of Labor and Management Relations - If the grievance remains unresolved after being heard by the School Board, the grievant may within ten (10) days after receipt of the written disposition of the matter, appeal to the South Dakota Division of Labor and Management Relations in the manner so prescribed by the Division.

Time Limits - If the employees fail to file the grievance or appeal within the time limits established, the grievance shall be considered void. Once a grievance has been initiated, the time limits specified herein may be extended by mutual agreement of both parties.

In the event that a grievance is filed at such time that it cannot be processed through all steps of this procedure by the end of the school year, the time limit set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

No Reprisals Clause - No reprisals shall be taken by the Board or the administration against any employee because of the employee's participation in a grievance.

Grievance Withdrawal - A grievance may be withdrawn at any level without establishing precedent.

Days Defined - "Days" as used herein shall mean working days.

Waiver of Steps - In the event the requested remedy is beyond the power of the immediate supervisor to grant, the grievance may be filed initially with the superintendent as provided in paragraph three.

## APPENDIX A

### Salary Guide

#### Food Service

| Level   | Title               | Description | Starting Wage | Maximum Wage |
|---------|---------------------|-------------|---------------|--------------|
| Level 1 | Food Service Worker |             | \$14.25       | \$16.00      |
| Level 2 | Head Cook           |             | \$15.00       | \$18.00      |
| Level 3 | Site Manager        |             | \$15.75       | \$20.00      |

#### Buildings and Grounds

| Level   | Title                       | Description | Starting Wage | Maximum Wage |
|---------|-----------------------------|-------------|---------------|--------------|
| Level 1 | Student Worker              |             | \$14.00       | \$17.00      |
| Level 2 | Part- Time Custodian        |             | \$14.00       | \$16.00      |
| Level 3 | Custodian                   |             | \$16.00       | \$22.00      |
| Level 4 | Custodian                   |             | \$17.00       | \$23.00      |
| Level 5 | Maintenance Worker, Level 1 |             | \$15.00       | \$19.00      |
| Level 6 | Maintenance Worker, Level 2 |             | \$17.00       | \$22.00      |

For those custodians who regularly work the evening/night shift, a differential of 20¢ will be added to the hourly wage beginning at 3:00 p.m.

Employees, who have reached the maximum wage, will receive CPI or an approved annual raise, whichever is less.

#### Clerical

| Level   | Title                              | Starting Wage | Maximum Wage |
|---------|------------------------------------|---------------|--------------|
| Level 1 | Administrative Assistant           | \$15.00       | \$18.00      |
| Level 2 | Head Administrative Assistant      | \$16.00       | \$20.00      |
| Level 3 | Executive Administrative Assistant | \$18.00       | \$22.00      |

#### Paraprofessional/Support Staff

| Level   | Title  | Starting Wage | Maximum Wage |
|---------|--|---------------|--------------|
| Level 1 | Playground/Noon Supervisor, Classroom Paraprofessional | \$14.00       | \$18.00      |
| Level 2 | STOP/ISS Coordinator                                   | \$15.00       | \$19.00      |
| Level 3 | Mild to Moderate SPED Paraprofessional                 | \$16.00       | \$20.00      |
| Level 4 | Severe SPED/Self-Contained Paraprofessional            | \$17.00       | \$21.00      |

#### Technology Department

| Level   | Title           | Starting Wage | Maximum Wage |
|---------|-----------------|---------------|--------------|
| Level 1 | Computer Tech 1 | \$15.50       | \$19.00      |
| Level 2 | Computer Tech 2 | \$17.50       | \$21.00      |





2023-2024

AGREEMENT BETWEEN  
MEADE EDUCATION ASSOCIATION  
AND  
MEADE SCHOOL DISTRICT 46-1

"To Build Knowledge and Skills for Success Today and Tomorrow"

## Important Dates and Deadlines for Certificated Staff

| <b>Item</b>  | <b>Article in Negotiated Agreement</b> | <b>Date</b> |
|--|--|-------------|
| Delivery of official transcript(s) to Superintendent to verify credits for lane change | Appendix A                             | September 1 |
| Request change in category for extra-duty pay  | Appendix B                             | January 1   |
| Request release from extra-duty assignment   | Article 5.5                            | March 1     |
| Notice of intent to take early retirement  | Article 5.12                           | March 1     |
| Application for Leave of Absence   | Article 6 & Appendix D                 | March 1     |
| Confirmation of return from Leave of Absence   | Article 6                              | March 1     |
| Request to advance on Salary Schedule  | Appendix A                             | March 1     |
| Notice of Employment Recommendation  | Article 4.4                            | April 15    |
| Notice of Tentative Assignment   | Article 3.3                            | May 1       |

## **ARTICLE 1 RECOGNITION**

- 1.1 Pursuant to the provisions of SDCL 3-18, the School Board of School District 46- 1, Meade County, South Dakota, hereinafter referred to as the "Board," recognizes Meade Education Association, hereinafter referred to as the "Association," as the sole and exclusive representative for all regularly employed certificated personnel, hereinafter referred to as "Employee," except for the Superintendent, Business Manager, Principals, Assistant Principals, Curriculum and Technology Director, Director of Special Services, Activities Director, and any future position established by the Board where the person filling the position is required by the State of South Dakota, either by law or regulation to have an administrative endorsement.

Regularly employed certificated personnel shall include only those employees who are required to hold a valid teacher certificate issued by the State of South Dakota Department of Education for the position in which they are employed.

- 1.2 The Board agrees not to negotiate with any other employees' organization, individual employee, or group of employees with regard to negotiable items as defined in Article VIII, Section I, unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this Agreement. No consultation with employees shall occur to circumvent the authority of the Association.
- 1.3 Pursuant to SDCL 3-18-2 this recognition shall be continuous until questioned by the Board, labor or employee organization or employees. Any challenge to recognition must be processed pursuant to the provisions of SDCL 3-18-5.

**ARTICLE 2**  
**EMPLOYEE AND ASSOCIATION RIGHTS**

- 2.1 Employee Discipline - Rules and regulations governing employee conduct shall be reasonable and enforcement of employee discipline shall be fair and exercised for a just cause.
- 2.2 Right of Representation - When an employee is required to appear before the Board or the administration concerning matters which will adversely affect the employee's employment, the employee's position, or the employee's salary, the employee shall be entitled to have a representative of the Association present.
- 2.3 Personnel File - Each employee shall have the right, upon request, to review the contents of said employee's personnel file and to place therein written reactions to any of its contents. Employees will be provided a copy of any document added to their personnel file which is confidential personal information, disciplinary in nature, or is to be used for employee evaluation, and will sign an acknowledgment that the document is being added to their file (but not that the employee agrees or disagrees with the contents of the document). If the employee refuses to sign the acknowledgment, his or her supervisor will so note on the document, and will place the document with notation in the personnel file. The employee shall have the right to make copies of any item in the file and to be accompanied by a representative of the Association during the review of the file.
- 2.4 Compiled Law Rights - Whenever any rights or benefits accorded employees under the Compiled Laws of the State of South Dakota or under other laws and regulations exceed the benefits accorded employees elsewhere in this Agreement, then such rights and benefits shall be incorporated into and become a part of this Agreement, except that State laws may not be the subject of a grievance, but violation of such would not preclude other legal action.
- 2.5 School Disturbance - When in the judgment of the teacher the continued presence of a parent or other citizen in the teacher's classroom would create a serious distraction or a disruption of the educational process, the teacher shall report the situation to the principal or superintendent. Upon consultation with the parent or citizen, a determination will be made by the principal or superintendent as to the appropriateness of the continued presence in the classroom. The decision of the principal or superintendent will be final but will not preclude legal action by the employee against the parent or other citizen.

South Dakota law makes it a Class 2 misdemeanor to intentionally disrupt the educational process through boisterous conduct, acts of violence, or threatening language or to prevent a teacher or student to perform their duties. (SDCL 13-32-6)

- 2.6 Use of District Copier - The Association shall be allowed use of the district copier system to conduct Association business. The Association will provide all needed paper.

**ARTICLE 3  
EMPLOYMENT CONDITIONS**

- 3.1 Contract Year - The contract year for certified staff shall be 179 days, except for rural certified staff which is 169 days. Newly hired teachers will be required to attend three additional days for bootcamp. These will be in July and August before the regular back-to-school in-service.
- 3.2 Workday - The workday shall not exceed seven and a half (7.5) hours. If an alternate calendar exists for the rural attendance centers, contract time will be similar for all certified staff in the district. Hours per day and number of days may vary but overall hours will remain the same. The school board will continue to set the amount of contact time for all facilities and grade levels. Principals shall have the right to assign a work schedule with a total of not less than one (1) hour preparation time not including recess per day or five (5) hours per week. Any duty time, including lunch duty, shall be considered part of the seven and a half (7.5) hours. Teachers who elect to perform lunch duty beyond the seven and a half (7.5) hour day shall be paid on the same wage scale as comparable support staff employees.

There will be no more than four (4) evening parent-teacher conferences for each school during the school year. Such conferences may not total more than three (3) hours per evening unless mutually agreed to by MEA and the Board.

Faculty meetings that go beyond the normal teacher contract day will not comprise more than eighteen (18) per school year. Such faculty meetings shall neither begin earlier than one (1) hour before the teacher's workday nor end later than one (1) hour following the teacher's workday. Meeting may involve the entire faculty of the district, a school or a specific department.

- 3.3 Notification and Assignment - All employees shall be given individual written notice of their tentative assignment for the following school year by May 1 of the current school year. Assignments will include location and subject area and/or grade level as defined by the employee's current teaching certificate. In the event changes in such assignments are proposed, the employee shall be notified promptly and consulted.

If the change in assignment is implemented after June 1 but before August 30, a \$500 payment will be provided to the teacher. If the change of assignment is implemented on or after September 1, a \$1000 payment will be provided to the teacher.

When the teacher feels the assignment is inappropriate, he/she may communicate the concern to the Board in writing; however, the Board's decision will be final.

3.4 Vacancies and Transfers

- A. Vacancies – All vacancies or new positions will be posted on the District website. Such postings will include grade, subject, building, and qualifications. Current employees may apply for any listed vacancy.
- B. Involuntary Transfer - If a transfer is deemed necessary by the Board during the term of the employee's current contract, the employee or employees affected shall be given written notice of their transfer and the employees so affected shall have an opportunity to consult with the Board prior to any transfer being completed; provided, however, that the decision of the Board shall be final in this regard.

C. The Board has the right to transfer employees without posting the open positions.

3.5 Professional Development –Tuition Reimbursement

The School Board, upon recommendation of the Superintendent, may grant financial assistance to staff members desiring further training or study to become certified and/or qualified in an area in which the district has need.

To be eligible for such assistance, the staff member shall have completed at least three (3) years of successful service to the district as evidenced by their annual performance evaluations.

The staff member, if approved, will receive the actual credit hour cost up to but not to exceed \$120.00 per credit hour for up to 30 credit hours. Reimbursement payment will be made upon the staff member's display of an official transcript demonstrating successful completion of the approved credit hours of study at a grade of B or better.

To be considered for such assistance, the staff member shall submit a plan fully outlining the program of study to be undertaken and evidence that such program of study will meet the needs of the district and any certification requirements established by the State of South Dakota. A written recommendation of the immediate supervisor shall be attached to this plan along with copies of the three most recent performance evaluations. The plan shall be submitted to the Superintendent's Office no later than March 1st of each year for the following fiscal year. The Superintendent may waive the deadline if, in his/her judgment, it would be in the best interest of the district and the teacher to do so.

An amount sufficient to provide for reimbursement of all approved plans shall be budgeted each fiscal year but in no case shall the aggregate total amount exceed \$10,000.

An employee receiving the benefits under this provision shall agree to remain in service to the school district for one (1) year if the benefit was for 1 to 10 credit hours, two (2) years if the benefit was for 11 to 20 credit hours, and three (3) years if the benefit was for more than 20 credit hours. The period of time for obligatory service shall begin in the year following the completion of the approved program of study.

Failure to complete the planned program of study or the required term of service shall result in the repayment of the financial benefit in full, by payroll deduction or by refund.

## **Article 4 EVALUATIONS**

Starting in the 2015-16 school year Article 4 of the negotiated agreement (evaluations) will be eliminated. The evaluation instrument and guidelines will follow SD Administrative Rule and SD Codified Law. New evaluation instrument and guidelines will be part of school board policy (GCNA\*) Any future changes in board policy regarding evaluations will reflect changes in codified law or administrative rule and will be reviewed by a committee of administrators and teachers with recommendations to the board.

### 4.1 Evaluation Instrument (GCNA\*)

Counselors and librarians shall be done using the appropriate version of Form B.

### 4.2 Evaluation of Athletic Coaches

Evaluations of athletic coaches, assistant coaches and advisers of extra duty assignments shall be done using the appropriate versions of Form A.

### 4.3 Plan of Assistance

A teacher improvement process implemented under the direction of the principal or supervisor and based upon a deficiency or deficiencies in the teaching performance standards as observed by the principal or supervisor (Form I).

### 4.4 Employment Recommendation

All teachers shall receive written notice from their evaluators by April 15 of each year indicating the evaluator's employment recommendation. This notice shall indicate one of the following three recommendations.

- A. Recommended for continued employment.
- B. Recommended for continued employment with qualifications. A plan of Assistance must be attached.
- C. Not recommended for continued employment. All previous Plans of Assistance must be attached.

**ARTICLE 5  
SALARY PROVISIONS**

**5.1** A. Salary Structure - Base pay, defined as the salary of a teacher with no prior teaching experience and a Bachelor's degree with fewer than 12 semester (12) hours of graduate credit, shall be established annually by the School Board. The base pay for the 2023-24 contract year shall be \$48,000.00

For the 2023-24 school year, returning teachers will receive a 5% increase in salary minus applicable deduction(s) based on full-time equivalency. Staff members, who are less than 1.0 FTE, will receive a prorated increase. Beginning with the 2023-24 school year, negotiated salary increases shall be a percentage increase when the school year begins on an odd year and a dollar amount increase when the school year begins on an even year.

Base pay, defined as the salary of a teacher with no prior teaching experience and a Bachelor's degree with fewer than 12 semester (12) hours of graduate credit, shall be established annually by the School Board.

B. For teachers with no previous teaching experience, the salary will be base pay plus the appropriate cumulative differential for the number of graduate semester hours successfully completed.

C. A teacher entering the school district with previous teaching may bring ~~eighteen (18)~~ years of teaching experience into the district. The superintendent will use a salary/hiring schedule which includes the salaries, years of experience and educational levels of all existing district employees. Teachers entering the district will be paid in alignment with current employees with similar experience and education levels. See note after section 5.13

D. Any vacancy that falls on the US Department of Education Teacher Shortage areas, has less than 3 applicants after two weeks, remains unfilled after July 1<sup>st</sup>, or any position that is vacated after July 1<sup>st</sup>, the Board may offer a one-time signing bonus, not to exceed \$2,000, to the successful candidate as an incentive to accept the contract offer. This one-time bonus will be paid half in their September payroll and half in their January payroll. (Note: The signing bonus is a one-time payment and would not be repeated for the same employee in extension of this contract if a new contract is not ratified.) Exceptions are below in Section E.

E. Special Education Retention, Transfer and Hiring Bonus

1. Retention Bonus for all current Special Education Teachers and licensed staff from BHSSC that return the following year.

-Year 1 \$2500 payable per contract language above

-Year 2 \$1500 payable per contract language above

-Year 3 \$1500 payable per contract language above

2. All current teachers who transfer from general education to special education

-Year 1 \$2500 payable per contract language above

-Year 2 \$1500 payable per contract language above

-Year 3 \$1500 payable per contract language above

3. New Hires

-Year 1 \$2500 payable per contract language above  
-Year 2 \$1500 payable per contract language above  
-Year 3 \$1500 payable per contract language above  
(This is in lieu of the vacancy sign-on bonus)

The Special Education bonus structure is to be reviewed during the spring of 2025 negotiations.

F. If it is in the best interest of the district, the superintendent has the discretion in placing a new teacher within the hiring structure using criteria other than years of experience and educational differentials. See note after Section 5.13

5.2 Full Experience – In accordance with the limitations dictated in 5.1 above, a teacher entering the District shall be given full credit in the salary structure for previous teaching experience provided the following conditions are met:

- A. The experience to be credited was gained in a school having comparable South Dakota or other state's accreditation status.
- B. At least a total of one year of experience must have occurred within the previous five years.
- C. The nature of the previous teaching experience is similar to the assignment in the Meade School District.

5.3 Payroll Procedures - Paydays will be on the 21st day of each month. If the 21st falls on a day when school is not in session, the payday will be on the last day school is in session prior to the 21st. In the event that certain deductions are to be made from the last check, the disputed portion of that check will be frozen in the form of a separate check until the following Board meeting when such deductions may be authorized. All checks will be deposited directly in the financial institution of each employee's choice.

5.4 Pay Options - Teachers will receive their contract pay over a 12-month period. Any teacher who is retiring from the teaching profession at the end of the school year and is eligible to draw benefits from the South Dakota Retirement System may request in writing that the June, July and August salary payments be included with the May payment. Teachers may request to have South Dakota Education Association dues deducted from their paychecks.

5.5 Supplemental Job - The supplemental pay schedule shall be set forth in Appendix B, which is attached to and incorporated into this Agreement. All new employees who are assigned supplemental jobs will have a combined teaching and extra duty contract.

Those staff members who have a combined teaching and extra duty contract who wish to be released from a supplemental assignment but remain in the system as a teacher must notify the superintendent by March 1. After making efforts to find a replacement and not being able to fill the vacancy prior to May 1, the Board may issue a contract containing the extra duty assignment. The Board will continue to seek a replacement and if one is found prior to the start of the assignment, the contract will be amended to delete the assignment. If a replacement cannot be found, the staff member will be required to fulfill the contract but may make another request for release the following year.

5.6 Supplemental Job - Payroll Procedures - Supplemental pay shall be added to the employee's salary and shall be paid in the paycheck each pay period. If an employee does not fulfill the dates, his/her pay will be adjusted accordingly.

5.7 Building Heads - The line of authority used by the Board shall inform the teachers listed

that their responsibilities are limited to informing the appropriate authorities (principal, superintendent, fire department, etc.) that help is needed.

5.8 Employee Benefits - The Board will provide a health insurance plan, with the following provisions:

- A. New employees beginning in 1998-99 will only have the option of the health insurance plan. The deferred compensation plan will no longer be available.
- B. The Board will pay up to \$538 of the single premium for the health insurance plan.
- C. Employees who elected the deferred compensation plan prior to 1998-99 and who wish to remain on this plan will receive \$1,624.00 annually. This amount will remain the same as long as such employees continue to elect this plan.

No other employees will have the option of electing the deferred compensation plan.

A six-member committee composed of three members appointed by MEA, two members appointed by the Board, and one non-certificated employee appointed by the superintendent shall annually review and recommend changes in the plans and carriers of the benefit package. These recommendations will be made to the Board and the MEA.

For those employees who choose the deferred compensation plan, the benefit will be lowered by the amount of District contribution to Social Security, withholding and State Retirement. The employee's contribution to the State Retirement fund will then be calculated and withheld from the benefit. After these adjustments, and as of July 1, 2008, the balance of the funds shall be applied to the South Dakota Supplemental Retirement Program.

As of July 1, 2008, employees who have tax-sheltered annuities, or elect to begin contributions to a tax-sheltered annuity, will only be offered the option of participating in the South Dakota Supplemental Retirement Plan for such purposes.

All those part-time employees hired prior to November 16, 1982, shall be granted the above benefits in full. Employees hired after November 16, 1982:

1. Shall have their benefits under this Article pro-rated equal to the fraction of a full-time contract in effect.
2. If a part-time employee's fraction of a full-time contract changes, the pro-ration of benefits shall change accordingly, but never exceed the full-time contract rate.

5.9 Travel Expenses - Employees will be reimbursed state rate for mileage and other travel-related expenses approved by the superintendent or his/her designee required in the performance of their duties as assigned by the administration.

5.10 Retirement Pay - An employee, upon final retirement from the teaching profession and who is eligible to draw benefits from the South Dakota Retirement System, shall receive as retirement pay one-half (1/2) of their unused sick leave times the certified substitute pay rate. The payment will be made on the regularly scheduled payroll in the July following the retirement to the South Dakota Retirement System Special Pay Plan. To be entitled to this retirement pay, an employee must have a minimum of ten (10) years in the Meade School District 46-1 system. The employee must notify the superintendent of their plan to retire by March 1. However, the superintendent has the authority to waive such March 1 deadline. If the employee fails to timely notify the superintendent and the deadline is not waived by the superintendent, the employee will forfeit the retirement pay set forth above.

5.11 Pre-signing Contracts - All returning teachers' contracts shall be signed by the Board

prior to issuance. All new teachers' contracts shall be signed at the next regular Board meeting following receipt.

5.12 Early Resignation Incentive – The Board will set an early resignation incentive at the November board meeting for staff that give their intent to resign at the end of the school year. Employees will be eligible once they have been employed with Meade School District for 5 years.

5.13 National Board Certified Teachers and Counselors shall be paid a yearly \$1,000.00 stipend during the ten (10) year certification period, in addition to other compensation provided for herein. Such yearly stipend shall be payable in twelve monthly installments. The Administration shall verify such Certification prior to payment, and such Certification shall remain on file during the payment of such stipend. If such Certification is revoked or terminated during the ten year Certification period, the payment of such stipend shall end until and unless such Certification is reinstated.

Note: During the 2023-24 school year, there will be a committee composed of a district representative, MEA representative, Human Resources, and the Superintendent to research the following:

1. Addition of a salary structure for speech therapists, school psychologists, behavior analysts, occupational therapists, and physical therapists under the negotiated agreement. The proposal will be brought back to the 2024-25 negotiations.
2. Adjustment for salary base being raised and multiple years of experience at the same salary. These adjustments will be made within a 2 year cycle.
3. Alignment of years of experience in the salary structure in regards to 18 year cap being removed. These adjustments will be made within a 5 year cycle.
4. Develop a pay structure for CTE positions based on their education and experience.

## ARTICLE 6 LEAVES

Teachers requesting absence for those leaves requiring Board action must make application by March 1 of the year prior to the year during which they are on leave. Teachers returning from leave must confirm their return by March 1 of the year during which they are on leave. Failure to confirm the return shall be deemed to be a resignation. The Board may waive the March 1 deadline in an emergency. Upon request, Association viewpoints will be heard prior to granting leave.

All leaves must be approved by administration. Denial or approval will be at the discretion of administration and all decisions may not be grieved.

6.1 Sick Leave - Eight (8) days sick leave per year without deduction in pay and accumulative to one hundred (100) days. New employees, entering the district after July 1, 2014, are eligible to accumulate seventy-five (75) days of sick leave. This includes immediate family: spouse, children (step), father (step), mother (step), parents-in-law, brother, sister, grandparents and grandchildren. Any available sick leave may be used in the event of the death of the employee's spouse, children (step), parents (step), siblings (step), grandparents, and grandchildren. Up to three (3) days of available sick leave may be used in the event of the death of the employee's parent(s)-in-law, brother-in-law, sister-in-law, daughter-in-law, or son-in-law. The Board may request a physician's statement at the following times: after five (5) consecutive sick days, ten (10) working days of sick leave, or if the employee has exhausted their sick leave balance. The Board may request an additional statement every ten (10) working days thereafter. The Board reserves the right to require a second opinion from a physician of mutual consent, the cost of which will be borne by the Board.

Maternity/Paternity Leave - An employee may use up to six (6) weeks of sick leave for the birth and/or legal adoption of a child. The six (6) weeks shall begin at the time of the birth or placement of the child. Mothers who have undergone childbirth will be granted the first 5 days of the six (6) weeks of maternity/paternity leave with no reduction to their sick leave. If the birth or placement of the child occurs prior to the beginning of school, only that portion of the six (6) weeks which falls during the school year may be taken. If both mother and father are employees of the District, the combined maternity/paternity leave must be taken within the six (6) weeks period immediately following the birth or placement of the child. Grandparents may use up to three (3) days of sick leave to attend to the birth and/or legal adoption of a grandchild, and these days shall be taken within the six (6) weeks immediately following the birth and/or placement of the child.

A voluntary Sick Leave Bank will be established under the following conditions:

- A. Each participating employee contributes one (1) day of sick leave every other year. First-year teachers with the District may draw up to five (5) days of sick leave from the bank. Beginning with the second year of employment, qualifying teachers may draw up to thirty (30) sick leave days from the bank. Use of the sick leave bank is contingent upon named employee having used two (2) days more than all of his/her accumulated sick leave and personal leave as provided by Board policy. An individual employee may choose to donate up to two (2) sick leave days for use of a specific employee who has exhausted

his/her allocation of days from the sick leave bank. The maximum number of additional days that such an employee may use is thirty (30).

- B. Teachers must join the Bank by September 15 of their first year of employment in the District. Teachers who do not sign up by the established deadline will not be given the opportunity to participate again. Similarly those who chose to opt out of the sick leave bank will not be given the opportunity to participate again.
  - C. Administration of the program will be handled by the School District Business Office.
  - D. All requests for use of this Bank must be submitted in writing to the Superintendent, who will make the decision on the request.
  - E. Each employee enrolling in the Bank will donate one day of his/her sick leave to the Bank every other year. The number of days in the Bank may not exceed 500.
  - F. The Sick Leave Bank is intended to help cover additional days needed as defined by the approved sick leave policy under Section 6.1. Maternity leave does not qualify for the use of Sick Leave Bank unless there are complications accompanied by a doctor's note.
  - G. A person withdrawing from membership in the Bank will not be able to withdraw contributed days.
  - H. Persons withdrawing sick leave days from the Bank will not have to replace those days except as a regular contributing member of the Bank.
  - I. The Board (or Superintendent) may, at their discretion, request a doctor's report before granting approval for withdrawal of days from this Bank.
  - J. Approval to draw days from the Bank shall be given only for the school year in which the illness or disability causing the long-term absence began. Should it be necessary to request days from the Bank in a second school year for the same illness, the approval and qualification process as outlined in "A" above will begin again.
  - K. On or before September 1st of each year, the Business Office shall provide the Association president an accounting of the Sick Leave Bank. This accounting will include the balance from the previous year, days contributed, days used, and the current balance. (Note: Because the Sick Leave Bank is open to all employees of the district, it is understood that the accounting report will include aggregate data for all employees who have elected to participate and not just employees of the bargaining unit.)
- 6.2 Bereavement Leave - The employee may have up to two (2) days to attend to bereavement needs.
- 6.3 Personal Leave
- A. At times during the school year a teacher may have a need for personal leave days. The following shall be the procedure to qualify for and request personal leave.
  - B. The maximum of four (4) days may be allowed per year per teacher without a reduction in pay. One (1) additional day may be allowed, and that additional day shall be charged to the teacher's accumulated sick leave.

- C. Should a teacher find it necessary to request personal leave for the day before or after **one these school holidays (Thanksgiving, Christmas, or Easter,**) during the first or last week of the first semester, or first week or last two weeks of the second semester, specific reasons must be given. The leave is subject to approval by the superintendent. Application for personal leave should be submitted three (3) full days prior to the date requested when possible.
- D. The Teacher will request all leave through the District AESOP program. Employees will be notified through the AESOP program when leave has been approved by the administration.
- 6.4 Unused Personal Days – On an annual basis, a teacher’s unused personal days will be rolled into his/her accumulated sick leave. As an alternative, a teacher may annually request reimbursement for unused personal days at the rate of **non-certified substitute teacher pay days 1-10**. Said request must be made by June 1 of the current school year.
- 6.5 Days of Leave Without Pay – Additional days may be granted at the discretion of the superintendent. Requests shall be submitted to the immediate supervisor prior to the absence. Days of leave without pay must be taken in full day increments. Payroll deduction for these days shall be determined by dividing the annual teaching salary by contract days.
- 6.6 Parental Leave of Absence - The Board shall grant requests for a parental leave of absence not to exceed one year when reasonable need exists. An employee who returns from parental leave shall be reinstated to the employee's former position or its equivalent, unless that teacher is the appropriate person to be involved in a Reduction in Force. Parental leave shall include leave for the purposes of child adoption and child rearing.
- 6.7 Leave of Absence - An unpaid leave of absence of up to two (2) years shall be granted by the Board to a teacher who wishes to pursue continuing education which will benefit the District. Eligibility for this leave shall be restricted to those teachers who have completed three (3) years of successful service to the District. (Appendix D)
- 6.8 Medical Leave of Absence - The Board may grant a medical leave of absence to an employee whose medical condition requires an extended period away from work. The initial length of such leave shall be no more than one (1) year but may be extended at the discretion of the Board.
- 6.9 Professional Leave - Employees may be allowed professional leave with no payroll deduction upon approval by the immediate supervisor for attendance at conventions, institutes, workshops, or other professional meetings related to the teacher's assignment or to enhance professional benefit to the District. Professional leave shall be applied for through the District’s AESOP program. The employee shall file a report on the activities of the meeting(s) with recommendations, if any, upon request from the principal or superintendent.

An employee asked to serve as consultant, judge or sports official, while school is in session, shall send a written request for release to the principal. He/she shall make a choice of whether or not he/she receives his/her regular salary or the gratuity for his/her services. If he/she chooses to accept regular salary, the gratuity shall be given to the School District and deposited in the General Fund.

Professional leave may not be used to accept a position at another educational institution when the duties interfere or coincide with a teacher’s contract obligations in the District.

- 6.10 Association Leave - The Association shall be allowed a maximum of eight (8) days of paid leave per year for its members to attend SDEA/NEA sponsored activities or MEA activities as approved by the superintendent.
- 6.11 Civic Duty - An employee serving as juror, subpoenaed witness, or elected or appointed official shall notify his/her immediate supervisor in writing of the nature and probable inclusive dates (beginning and ending) of the duty to be served. The employee shall make a choice of whether or not he/she receives his or her regular salary, or the compensation for his/her services. If he/she chooses to accept his/her regular salary, the compensation shall be given to the District and deposited in the General Fund.
- 6.12 Military Leave – An employee that is called to active duty in the U.S. Armed Forces shall make a choice of whether or not he/she receives his or her regular salary or the compensation for his/her services. The employee is eligible to receive up to five (5) days of compensation from both the school district and the military per school year. After the five (5) days, if he/she chooses to accept his/her regular salary, the military compensation shall be given to the District and deposited in the General Fund.
- 6.13 Family and Medical Leave. The District will follow the provisions of the Family and Medical Leave Act of 1993 as follows:
- A. FMLA leave will be available for full-time teachers who have completed one year of service to the District.
  - B. FMLA leave is defined as unpaid leave for the employee's own illness, the birth and first-year care of a child, the adoption or foster-parent placement of a child, and the care of a child, spouse, or parent who has a serious health condition.
  - C. Teachers may use a maximum of 12 weeks of leave per year under the provisions of this Article, including sick leave and FMLA leave. A year consists of 365 days and begins the day FMLA leave commences.
  - D. Teachers must give at least 30 days notice before taking FMLA leave, if possible. Application for FMLA leave shall be made to the HR office, and approval needs to be given by the superintendent.
  - E. The Board will continue to pay its portion of employee benefits as defined in Article 5.8 for the period of the FMLA leave. However, if the teacher resigns from his/her position without returning to work, the teacher must reimburse the District for these payments.
  - F. The Board or superintendent reserves the right to require health certification, at District expense, before the teacher returns to work. The Board or superintendent also may require a doctor's certificate to determine whether an illness of either the teacher or a family member is a "serious health condition" as defined by the Act.
  - G. When an employee's absence from duty qualifies as leave under the FMLA, that leave shall be deemed to be initiated, and applicable paid leaves shall be applied during such absence.
- 6.14 Teachers on Parental Leave of Absence (6.6), Leave of Absence (6.7), Medical Leave of Absence (6.8), or FMLA Leave (6.13) shall not lose their accumulated benefits. Such time will not count as time employed for purposes of SDCL 13-43- 6.3.
- 6.15 Medical Opinion - During the period of a leave of absence an illness or injury may develop

for which the Board has concerns regarding the teacher's ability to perform the contracted duties. The Board may require a physician's opinion verifying the teacher's competence to return. The choice of the physician shall be mutually agreed upon; the cost of such examination will be borne by the Board.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

- 7.1 Definition - The word "grievance" as used in this Agreement shall mean a complaint by an employee, group of employees or the grievant based upon an alleged violation, misinterpretation or inequitable application of any existing agreements, contracts, policies, rules or regulations of Meade School District 46-1 as they apply to conditions of employment. A grievant is defined as anyone signing a grievance.
- 7.2 Immediate Supervisor - Whenever any employee or group of employees has a grievance, they shall meet informally with the immediate supervisor within thirty-five (35) days of the occurrence in an attempt to resolve the issue. If informal procedures do not resolve the matter, and if the grievant wishes to proceed, the grievant must submit a formal written statement of the grievance to the immediate supervisor of the grievant within ten(10) days after the informal meeting. The immediate supervisor shall set a meeting date as soon as possible, but in any event, no later than seven (7) days after the written grievance has been filed. Within seven (7) days after the meeting, the immediate supervisor shall serve a written disposition of the matter upon the party or parties involved.
- 7.3 Superintendent of Schools - If the grievance is not resolved by the immediate supervisor, the grievant may refer the grievance to the superintendent or the superintendent's official designee within seven (7) days of the immediate supervisor's written disposition of the grievance. The superintendent shall arrange with the grievant a meeting to take place as soon as possible, but not later than five (5) days of the filing of the grievance. Within five (5) days of the meeting, the grievant shall be provided with the superintendent's written response, including the reasons for the decision.
- 7.4 School Board - Within five (5) days after receipt of the above disposition the grievant may, if the grievance remains unsolved, appeal to the School Board. The Board shall hold a formal hearing no later than its next regularly scheduled meeting and serve a written disposition of the matter on the party or parties within five (5) days after the hearing. Should the grievant believe that it is necessary for the Board to hear the grievance prior to its next regularly scheduled meeting, the grievant may request that the Board hold a special meeting for this purpose; the President of the Board shall decide whether to honor this request.
- 7.5 Division of Labor and Management Relations - The grievant may, if the grievance remains unresolved after the Board hearing, within 20 days after the delivery of the Board's disposition, appeal in writing on forms prescribed by the Division; and the Division shall conduct a formal hearing and issue a binding order covering the points raised.
- 7.6 Time Limits - If the employees fail to file the grievance or appeal within the time limits established, the grievance shall be considered void. Once a grievance has been initiated, the time limits specified herein may be extended by mutual agreement of both parties.

In the event that a grievance is filed at such time that it cannot be processed through all steps of this procedure by the end of the school year, the time limit set

forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

- 7.7 Special Grievances - A grievance involving the actions of an administrator with District-wide responsibilities (such as Curriculum Coordinator or Director of Activities) is to be filed as provided in Section 7.2, and the administrator involved will be considered to be the immediate supervisor for the purpose of processing the grievance. Class grievances involving more than one immediate supervisor may be initially filed with the superintendent as provided in Section 7.3.
- 7.8 Association Participation - Employee Represented - The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level. The Association will be notified whenever a formal written grievance is filed. No employee shall be required to discuss any grievance if the Association's representative is not present.
- 7.9 Association Participation - Employee Not Represented - When an employee is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at any stage of the grievance procedure and shall receive copies of the decision.
- 7.10 Board - Administration Cooperation - The Board and administration shall cooperate with the Association in its investigation of any grievance.
- 7.11 No Reprisals Clause - No reprisals shall be taken by the Board or the administration against any employee because of the employee's participation in a grievance.
- 7.12 Released Time - Should the investigation or processing of any grievance require that an employee or an Association representative be released from their regular assignment, the employee or Association representative shall be released without loss of pay or benefits.
- 7.13 Filing of Materials - All records related to a grievance shall be filed separately from the personnel files of the employee.
- 7.14 Grievance Withdrawal - A grievance may be withdrawn at any level without establishing precedent.
- 7.15 Days Defined - "Days" as used in this Article shall mean working days.
- 7.16 Waiver of Steps - In the event the requested remedy is beyond the power of the immediate supervisor to grant, the grievance may be filed initially with the superintendent as provided in 7.3 of this Article. If the superintendent does not have the power to grant the requested remedy, the grievance may be filed initially with the Board as provided in 7.4 of this Article.
- 7.17 Discovery – The purpose of a grievance hearing is the full and fair presentation of the case by the grievant and the Superintendent to the School Board or Department of Labor (“DOL”) without surprise or presentation of previously un-disclosed materials. If a grievance is appealed to the School Board or DOL, the grievant/grievant’s representative and the superintendent/superintendent’s representative shall fully disclose to the other party at least three (3) working days prior to the School Board/DOL hearing all the materials to be presented.

**ARTICLE 8**  
**NEGOTIATIONS PROCEDURE**

- 8.1 Pursuant to SDCL 3-18, the parties agree that their duly designated representatives shall negotiate in good faith with respect to rates of pay, wages, hours of employment, or other conditions of employment. Each party shall select its own representatives. Negotiations shall begin no earlier than January 1 and no later than April 15.
- 8.2 If agreement is not reached through negotiations, either party can declare to the other in writing that an impasse exists and call for mediation pursuant to SDCL 3- 18.1.
- 8.3 When an impasse has been declared, the Division of Labor and Management may be requested by the parties to appoint a mediator from its staff. If conciliation is selected by either party, the mediator shall meet as soon as possible with the parties or their representatives or both, either jointly or separately and shall take such steps as the mediator deems appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.
- 8.4 In the event mediation is unsuccessful, either party may request fact-finding pursuant to the provision of SDCL 60-10-2 and/or 60-10-3. Within five (5) days of receipt of the written report of the fact-finder, the parties shall meet to discuss implementation of the fact-finder's report.

**ARTICLE 9**  
**REDUCTION IN FORCE, LAYOFF, AND SENIORITY**

- 9.1 Nothing contained in this Article shall be interpreted as limiting the Board's authority to determine the number of teaching positions in the School District. Should the Meade District Board deem it necessary to initiate a RIF, the following procedure will be followed:
- A. The situation confronting the District will be communicated to the Meade Education Association (MEA). The MEA may make alternative suggestions to the RIF. The Board shall consider and respond to all such suggestions. A period of no less than 21 days shall elapse from communication of a need for RIF and any RIF notices.
  - B. Teachers identified by the Board as potentially being RIF'ed may be offered the option of terminating their employment with the Meade School District 46- 1 and accepting a payment commensurate to the early retirement schedule (5.11 of this document). A person not yet 55 years of age would be eligible for the specified payment in this instance. The offering of this option shall rest solely with the Board.
  - C. In making staff reductions involving teachers in their fourth or subsequent year of employment in the District, the Board will follow the provisions of SDCL 13-43-6.4.
- 9.2 The School Board shall use the following criteria in determining which teacher or teachers are to be RIF'ed. The Staff Assessment Tool (Appendix F) shall be used to apply these criteria. It shall be the goal of the Board to retain the most effective teachers; those who perform at the highest level of proficiency and contribute most toward providing the highest quality of instruction to the students of the District.
- A. Certification
  - B. Education
  - C. Total Experience and In-district Experience
  - D. Formal Evaluation
  - E. Administrator Recommendation
- 9.3 Recall rights shall be extended to all continuing contract teachers who have been RIF'ed with the exception of those teachers who are currently on a plan of assistance or have been "on notice" within the last three (3) years. Such recall rights shall extend for a period of three years from the first day of the school year succeeding the year in which the teacher was given notice of RIF. Newly created or vacant positions shall be offered to all RIF'ed teachers in the reverse order of their RIF (that is, the last RIF'ed shall be the first to be offered future employment.)

The Board shall maintain a list of RIF'ed teachers and shall provide the MEA with an updated list upon request by the MEA. RIF'ed teachers shall be notified by certified mail of the offer of employment. The teacher shall have fourteen (14) calendar days after receipt of the letter to reply. In the event that a teacher shall refuse an offer of re-employment during the period of recall as specified above, that teacher shall be deemed to have requested his/her name to be removed from the recall list. It is the responsibility of the RIF'ed teacher to maintain a current address with the Board.

Any RIF'ed teacher may request that her/his name be removed from the recall list at any time.

New teachers will not be employed with the District until all RIF'ed teachers have been given an opportunity to accept a new or vacant position for which they are certified and qualified.

- 9.4 Teachers laid off by this policy shall not lose their accumulated benefits or positions in the salary structure. However, such time will not count as time employed for purposes of SDCL 13-43-6.3.

**ARTICLE 10**  
**EFFECT OF AGREEMENT**

- 10.1 The District retains unto itself the powers and duties vested in it by the laws of the State of South Dakota and the United States. The exercise of the aforementioned powers, duties and adoption of policies shall only be limited by the terms and conditions of this Agreement. Board policies shall be coordinated so as to not be in conflict with this Agreement.
- 10.2 Individual Contract - The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements. The contract document shall be set forth in Appendix E attached hereto and made a part hereof. This document shall be issued to each teacher hired.
- 10.3 Savings Clause - Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.
- 10.4 Inclusions - The parties agree that applicable South Dakota Statutory and Case Law and the Constitution of the United States and the State of South Dakota are hereby incorporated into this Agreement.
- 10.5 Terms of Agreement - The provisions of this Agreement shall be effective as of the 1st day of September, 2023 and shall continue in effect through August 31, 2024. If a successor agreement is not arrived at, the terms of this Agreement will remain in effect until a successor agreement is established and signed by both parties.
- 10.6 Salary Adjustment - In the event that a successor agreement has not been signed prior to one or more paydays in the year following the term of this Agreement, any increase in salary and in payment for extra duty work shall be paid to those entitled thereto by check as expeditiously as possible after a successor agreement has been signed. Such payment will be without interest on the sums so paid.
- 10.7 Copies of the Agreement - It shall be the responsibility of the Association to distribute copies of the MEA Negotiated Agreement to its members. As a courtesy, the Agreement will be available on the District website: EMPLOYEE INFORMATION under the section HANDBOOKS.
- 10.8 Emergencies – The District and Association agree to prepare emergency action plans for the continuation of services as contemplated in the Agreement in the event of Force Majeure, pandemic, epidemic, or emergency condition. The plan will be reviewed annually by the parties and will address the following elements:
- A. Procedures for continuation of vital services and provisions for addressing evacuation and quarantine of students and employees.
  - B. Persons responsible for implementing emergency procedures.
  - C. Employee accountability to observe, and staff authority to impose, medical safeguards and practices needed for continuation of vital services.
  - D. Compensation for overtime and extraordinary costs.

10.9 Force Majeure – Neither the District nor the Association shall be responsible to the other for any loss resulting from the failure to perform any terms or conditions of this Agreement, except for payments of monies owed, if a party’s failure to perform is attributable to war, riot, flood, pandemic, epidemic, or other biological contagion emergency, or other casualty to the District’s facilities not within the control of the party whose performance is interfered with, and with by reasonable diligence such party was unable to prevent. Any such occurrence shall be referred to as a “Force Majeure.”

This Agreement signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, IN WITNESS WHEREOF:

FOR THE MEADE EDUCATION ASSOCIATION:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

FOR THE SCHOOL BOARD, MEADE SCHOOL DISTRICT 46-1:

\_\_\_\_\_  
President

\_\_\_\_\_  
Business Manager, Meade School District 46-1

## PROVISIONS

1. Any teacher expecting to advance in the salary structure (BA to BA+12, BA+24, MA, etc.) must notify the superintendent in writing by March 1. Credits must be earned prior to September 1 of the school fiscal year. In order to advance in the salary structure, a teacher must earn the proper number of graduate or undergraduate hours, subject to the limitations in provision #3.

2. The pay differential for graduate hours shall be:

|         |  |
|---------|--|
| BA + 12 | \$500  |
| BA + 24 | \$550  |
| MA      | \$3,000  |
| MA + 12 | \$600  |
| MA + 24 | \$700  |
| MA + 36 | \$1,000* (at least 12 graduate hours must have been completed after September 1, 2005) |
| MA + 48 | \$700  |

3. To advance from BA to BA + 12, teachers may use a combination of graduate and/or undergraduate hours. Beginning July 1, 2012, teachers who wish to advance beyond BA + 12 may only use graduate hours. Teachers hired prior to July 1, 2012, may use undergraduate hours earned prior to July 1, 2012, for the purposes of salary advancement.

4. The Board may issue extended contracts on a pro-rated basis. Contractual salaries for rural teachers who live in District housing may be raised by the amount of the rent charged in order to comply with federal law regarding taxable income. No individual negotiations may occur at any time pursuant to South Dakota State Law.

5. Special Education teachers may be called upon to provide instructional services to students whose IEP's require an extended school year. When such duty is assigned, the teacher will be paid at a rate established by the School Board, but not less than \$18.00 per hour.

6. An *ad hoc* committee composed of four (4) teachers, representative of the elementary, middle, high school, and special services, and four (4) individuals, representative of the administration, shall be formed to review the new state mandated evaluation instrument and process. The *ad hoc* committee will make recommendations to the President of MEA and the Superintendent on how to implement the evaluation process in Meade School District. The committee will not be activated until the state DOE formally approves the new instrument.

EXTRA DUTY SCHEDULE

| CATEGORY | SALARY  | EXPERIENCE DIFFERENTIAL<br><del>— (14 years maximum)</del> |
|----------|---------|--|
| 1        | \$5,257 | \$83 per year  |
| 2        | \$3,691 | \$57 per year  |
| 3        | \$3,044 | \$52 per year  |
| 4        | \$2,381 | \$41 per year  |
| 5        | \$2,058 | \$36 per year  |
| 6        | \$1,192 | \$21 per year  |

1. Head HS Boys Basketball, Head HS Girls Basketball, Head HS Football, Head HS Volleyball, Head HS Wrestling, Head HS Track, HS FFA Advisor, Head HS Comp Cheer/Fall Sideline Cheer, HS Head Cross Country, Middle School Activities Director, Strength and Conditioning Coach, Head HS/MS Debate Coach, Head HS Drama Coach, Head HS Girls Soccer, Head HS Boys Soccer
2. Assistant HS Boys Basketball (JV and C), Assistant HS Girls Basketball (JV and C), Assistant HS Football (JV and C), Assistant HS Volleyball (JV and C), Assistant HS Wrestling, Assistant HS Track, Assistant HS Cross Country, Head HS Boys Golf, Head HS Girls Golf, HS Drama Musical (Split), Head HS Dance, HS Band Director, HS/MS Assistant Debate Coach, District Calendar Coordinator, Assistant HS Boys Soccer, Assistant HS Girls Soccer, HS Student Council
3. HS Yearbook Advisor, MS Student Council, HS Vocal Director, HS Winter Sideline Cheer, HS Oral Interp (Declam)
4. Head MS Boys Basketball, Head MS Girls Basketball, Head MS Football, Head MS Cross Country, Head MS Track, Head MS Wrestling, Head MS Volleyball, Special Olympics Coach, HS FCCLA Advisor, HS Senior Class Advisor (Split), HS Junior Class Advisor (Split), Head MS Drama
5. Assistant MS Football, Assistant MS Boys Basketball, Assistant MS Girls Basketball, Assistant MS Wrestling, Assistant MS Volleyball, Assistant MS Track, Assistant MS Cross Country, Rural Volleyball Coach, Rural Boys Basketball Coach, Rural Girls Basketball Coach, Rural Track Coach, MS Band Director, ProStart
6. MS Debate, HS Knowledge Bowl, MS Knowledge Bowl, MS Vocal Music, MS Yearbook, HS Pep Club Advisor, Assistant MS Drama

Persons wishing to have a position moved to a different category must submit a written request with justification to both negotiating bodies by January 1st.

The experience differential for returning coaches shall be applied in the same sport or activity only and shall be retroactive to a maximum of five (5) years beginning with the 2008-09 school year. The experience differential for new coaches shall be applied in the same sport or activity only (subject) to a maximum of five (5) years.

Upon reaching a maximum of 14 years of experience, Lower classification levels (i.e., assistant coach) will be converted to the then current and higher classification level (i.e., head coach), one conversion occurring each year for every year of service at the higher classification level.

Formation of Extracurricular Committee: the District and Association recognize it would be in the best interest of the District, Association, and students for a comprehensive review of the current structure of extracurricular duties to be completed. Therefore, an Extracurricular Committee is hereby formed, which shall consist of the Superintendent, Activities Director, and another administrator, and up to 3 members appointed by the Association. The Committee shall have the authority to meet with other District employees as the Committee deems appropriate. The tasks of the Extracurricular Committee shall include: (1) completion of a full and detailed review of all extracurricular activities in the Meade School District (including but not limited to athletics, fine arts, student council, and clubs); and (2) determination of the appropriate coaching or advisory positions for each activity, of how many of each position are appropriate for each activity, and the category of extra duty pay for each; and (3) the formal presentation of such determinations, and the steps the Committee proposes be taken, to the Board and Association. The Committee shall establish a meeting schedule and agendas on or before October 3, 2022, and make the formal presentation of its proposals on or before March 1, 2023.

## SEPARATION FROM EMPLOYMENT

### ON NOTICE STATUS

If a situation should develop involving a possible recommendation of probationary contract, or non-renewal of contract, the teacher will be informed by the principal that he/she is classified as ON NOTICE. The teacher will be advised in writing relative to the areas in which improvement is necessary. ON NOTICE status applies to teachers who are in their fourth or subsequent year of employment in the District.

### PROBATIONARY CONTRACT

A teacher in his/her fourth or subsequent year of employment in the District, whose work is not satisfactory, may be placed on one year's probation upon the recommendation of administrators and approval by the School Board. In such case, the teacher shall remain at the same salary for the year just completed.

A teacher may be placed on probation not to exceed one year.

### TERMINATION AND NON-RENEWAL OF CONTRACT

The legal provisions applying to termination and non-renewal of a teacher's contract are contained in SDCL 13-43-6.1 to SDCL 13-43-6.6, inclusive.

### RESIGNATIONS

Resignations shall be in writing and directed to the Superintendent of Schools and referred by him to the School Board.

### LIQUIDATED DAMAGES

If the teacher request to be released from his/her individual teaching contract prior to its terminal date, and the School Board agrees to the release, the School District may withhold monies due the teacher or collect from the teacher the sum of five hundred dollars (\$500.00) as liquidated damages if such termination occurs after June 1<sup>st</sup>, one thousand dollars (\$1,000.00) after June 15<sup>th</sup>, two thousand dollars (\$2,000.00) after July 1<sup>st</sup>, three thousand dollars (\$3,000.00) after August 1<sup>st</sup>, **four thousand dollars (\$4,000.00) after August 15<sup>th</sup>.**

Meade School District 46-1

REQUEST FOR LEAVE OF ABSENCE

I, \_\_\_\_\_, request an unpaid leave of absence from position as \_\_\_\_\_ at \_\_\_\_\_ from \_\_\_\_\_ (Date) to \_\_\_\_\_ (Date)

Reason(s) for leave: \_\_\_\_\_

Benefit(s) to District: \_\_\_\_\_

Other comments or circumstances (optional): \_\_\_\_\_

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

Immediate Supervisor: \_\_\_\_\_ I recommend approval \_\_\_\_\_ I do not recommend approval

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

Superintendent: \_\_\_\_\_ I recommend approval \_\_\_\_\_ I do not recommend approval Date: \_

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

Date: \_

Board: \_\_\_\_\_

\_\_\_\_\_ Disapproved \_\_\_\_\_ Approved

President's Signature: \_\_\_\_\_

STATE OF SOUTH DAKOTA  
COUNTY OF MEADE

TEACHER CONTRACT

THIS AGREEMENT, executed in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_, party of the first part and Meade School District 46-1 of Meade County, a public school corporation, party of the second part.

WITNESSETH, that the party of the first part, certifying to be the holder of a valid South Dakota certificate agrees to assignment in the District during the regular school term beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in accordance with the instructions of and under the administration of the Superintendent of said school district, for and in consideration of:

to be paid in twelve equal successive monthly installments each calendar month, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. Said payments may be made by the second party by check to be accepted by the first party at face value. Additional compensation will be allowed for extra services as per approved schedule.

The party of the first part is to perform all duties assigned by the party of the second part under the supervision of its Superintendent of Schools and in accordance with the provisions of the laws of the State of South Dakota, school policy, the applicable Negotiate Agreement between the Meade Education Association and Meade School District 46-1, and all administrative directives relating to the duties of the party of the first part.

PARTY OF THE FIRST PART:

SCHOOL BOARD:

\_\_\_\_\_

\_\_\_\_\_

President

\_\_\_\_\_

Business Manager

To be valid this contract must be returned to the Superintendent by \_\_\_\_\_

Education Differential \_\_\_\_\_

## REDUCTION IN FORCE Staff Assessment Tool

### Certification

- Meets certification and highly qualified standards for assignment\_\_\_\_ 4 pts.
- Does not meet certification or highly qualified standards\_\_\_\_\_ 0 pts.
- Scope of academic certification\_\_\_\_\_ +2 pts.
- Scope of co-curricular certification\_\_\_\_\_ +1 pt.

### Education

- BA\_\_\_\_\_ 1 pt.
- BA+12\_\_\_\_\_ 2 pts.
- BA+24\_\_\_\_\_ 3 pts.
- MA\_\_\_\_\_ 4 pts.
- MA +12\_\_\_\_\_ 5 pts.
- MA+24 or more\_\_\_\_\_ 6 pts.

### Experience

- 1-3 years\_\_\_\_\_ 1 pt.
- 4-7 years\_\_\_\_\_ 2pts.
- 8-11 years\_\_\_\_\_ 3 pts.
- 12+ years\_\_\_\_\_ 4 pts.
- In-district experience bonus
- 5-10 years\_\_\_\_\_ +1 pt.
- 11+ years\_\_\_\_\_ +2 pts.

**Evaluation\***

Performance in the Proficient/Distinguished range\_\_\_\_\_ 13 pts.

Performance in the Basic range\_\_\_\_\_ 9 pts.

Performance in the Unsatisfactory range\_\_\_\_\_ 4 pts.

**Administration Recommendation\***

Very high recommendation\_\_\_\_\_ 6 pts.

High recommendation\_\_\_\_\_ 4 pts.

Good recommendation\_\_\_\_\_ 2 pts.

\*Recommendations are made by the building principal/program director who supervises the teacher.

Maximum number of points:                      35

Minimum number of points:                      8

## **Supplementary Information**

- Non-Discrimination Information
  - 2013-14 School Calendar
  - School Board Policy File: GBED\* -- "Use of Alcohol and other drugs by Employees (Drug-Free Workplace Policy)
  - Grievance procedure for Title VI, Title IX, Title X, Part C, Section 504, ADA, and Age Discrimination Act (File: GBMA\*)
  - School Board Policy File: ACAA & ACAA-R(1)\* -- "Sexual Harassment" Meade School Board Policy
  - Evaluation Forms
- 

### **NONDISCRIMINATION**

The Meade School District does not discriminate on the basis of gender, color, disability, national origin, race, religion, creed, homelessness, marital status, pregnancy or age in the education programs or activities it offers or to admission to or employment in its education programs or activities. Inquiries concerning Title VI or Title IX may be referred to Maranda McGillivray, 1230 Douglas Street, Sturgis, SD 57785, 605-347-2523. Inquiries concerning ADA may be referred to Brett Burditt, 1230 Douglas Street, Sturgis, SD 57785, 605-347-2523. Inquiries concerning Section 504 may be directed to Melissa Pankratz, 1230 Douglas Street, Sturgis, SD 57785, 605-347-4770. Inquiries concerning Title X, Part C may be directed to Chrissy Peterson, 1230 Douglas Street, Sturgis, SD 57785, 605-347-4770. Inquiries may also be directed to the Kansas City Office, Office of Civil Rights, US Department of Education, 8930 Ward Parkway, Suite 2037, Kansas City, MO 64114-3302, 816-268-0550, Fax: 816-823-1404, TDD: 877-521-2172, Email: OCR.KansasCity@ed.gov

### **Federal Acts Designed to Eliminate Discrimination**

Title VI is part of the Civil Rights Act of 1964 that indicates that no person in the United States shall be subject to discrimination under any program or activity receiving Federal financial assistance.

Title IX is part of the Education Amendments of 1972 which is designed to eliminate (with exception) discrimination on the basis of sex in any educational program or activity receiving Federal financial assistance.

Title X, Part C is part of the McKinney-Vento Homeless Education Assistance Improvements Act of 2001 which is designed to eliminate discrimination on the basis of homelessness in any educational program or activity receiving Federal financial assistance.

Section 504 states that no qualified individual with a disability in the United States shall be excluded from, denied the benefits of, or be subjected to discrimination under any program or activity that receives Federal financial assistance.

ADA, Title II is part of the Americans with Disabilities Act of 1990 which is designed to enforce equal opportunity access to programs, services, and activities through specific architectural standards to avoid discrimination.

The Age Discrimination in Employment Act of 1967 is designed to prohibit age discrimination in employment.

### **Accessibility Contingency Plan**

In the case of an emergency, Meade School District staff will be assigned to assist students with a disability to ensure that they are able to get to safety and be with their class at the appropriately assigned area. In order to facilitate participation, accommodations will be made on an individual basis. Each disability is unique; the reasonable accommodations principal should be applied on a case by case basis for both students and staff. The 504 Coordinator will work with Meade staff to coordinate who may need additional assistance in the case of an emergency. The ADA Coordinator may refer issues regarding accessibility and accommodations for students to the student services department. If further information is needed, please contact Melissa Pankratz, 504

Coordinator, at 605-347-4770 or Brett Burditt, ADA Coordinator, at 605-347-2523.

**USE OF ALCOHOL AND OTHER DRUGS BY EMPLOYEES (DRUG-FREE WORKPLACE POLICY)**

The District prohibits the unlawful manufacturing, distributing, selling, dispensing, possessing, using, or being under the influence of alcohol and/or other drugs in the workplace.

Any employee who violates this policy will be subject to disciplinary action which may include dismissal and referral for prosecution. It shall be a condition of employment in the District that each employee must abide by the terms of this policy and shall notify the Superintendent of any criminal alcohol and/or drug statute conviction for any alcohol and/or drug violation no later than five (5) days after conviction. Within thirty (30) days after receipt of such notification, one of the following actions shall be taken:

- a) Appropriate personnel actions, including possible suspension or termination.
- b) Requiring the employee to participate satisfactorily in an alcohol and/or other drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency. An employee who requests assistance shall be provided a listing of the regional treatment facilities or agencies to assist him/her in their choice of a service provider.
- c) Possible referral for prosecution.

A copy of this policy will be provided to each new employee. This policy will be reviewed annually with all employees in each administrative unit and will be incorporated into all employee handbooks.

All convictions of employees for violating any criminal drug statutes shall be reported to the federal agencies that provide grants to the District, as required by law.

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

**Reasonable Suspicion**

A. The District may request an employee to undergo drug and alcohol testing if there is a reasonable suspicion that the employee is under the influence of, or has drugs or alcohol in his or her system during work hours. There shall be no random testing. Circumstances which constitute a basis for determining a reasonable suspicion may include, but are not limited to:

- 1. A pattern of abnormal or erratic behavior which is so unusual that it warrants summoning a supervisor, department head, or someone else for assistance.
- 2. Information provided by a reliable and credible source with personal knowledge.
- 3. Direct observation of drug or alcohol use.
- 4. Presence of the physical symptoms of drug or alcohol use, i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes.
- 5. The possession of substances in violation of the District's drug and alcohol policy.

B. The employee may be asked to submit to blood and urine testing by a qualified medical physician or hospital at District's expense and on District's time. A group representative may be present during the discussion if the employee so requests. Prior to testing, the administrator or supervisor shall secure a signed release statement from the employee to have the hospital/physician release medical information to the District.

The employee who refuses to consent to a drug and alcohol test when reasonable suspicion of drug or alcohol use has been identified may be subject to disciplinary action based upon the facts and circumstances that led to the reasonable suspicion.

C. A positive result from the drug and/or alcohol analysis may result in disciplinary action. The District retains the right to discipline and terminate from employment any employee testing positive for drug/alcohol use, without first having to offer that employee an opportunity for treatment or rehabilitation.

D. Supervisors are required to detail in writing the specific facts, symptoms or observations which form the basis for their determination that a reasonable suspicion existed to warrant the testing of an employee.

### **Testing Procedures**

Drug/alcohol testing will be done within two hours or as soon as possible following request for testing.

Urgent Care of the Black Hills in Rapid City has been selected to provide drug/alcohol testing. The selection of a single laboratory will insure one standard chain of custody procedure and consistency of processing throughout the District. The District may use its discretion to select an alternate laboratory if it feels Urgent Care of the Black Hills cannot meet the requirements of the testing.

The administrator, supervisor, or school liaison officer will escort the employee to the Urgent Care of the Black Hills or alternate facility for testing. If after testing the employee is deemed unfit to continue working, he/she will be suspended pending further investigation and the results of the drug/alcohol testing.

The results of such testing shall be given to the Office of the Superintendent. The Superintendent and the administrator or supervisor will meet with the employee to discuss the situation, test results, and future actions.

Nothing contained herein shall prohibit the District from requiring an employee to submit to a portable breath test and/or a blood test in the case of suspected alcohol use.

The employee may request that re-testing be done at a facility of his/her own choosing. Such re-testing must be done on the same sample as was originally tested and at the employee's own expense.

Any attempt to falsify test samples or results shall be grounds for immediate dismissal.

### **Confidentiality**

Information obtained on individuals as part of the drug screening test or pursuant to this policy will be disclosed only to those persons having legitimate need for it. Medical records pertaining to drug or alcohol use are confidential, and access to such records shall be in accordance with the District policy. Medical records are not kept in the personnel file.

**GRIEVANCE PROCEDURE FOR TITLE VI, TITLE IX, TITLE X, Part C, SECTION 504, ADA,  
AND AGE DISCRIMINATION ACT**

Any person who believes that Meade School District 46-1 or any part of the school organization has inequitably applied the principles and/or regulations of Title VI, Title IX, Title X, Part C, Section 504, ADA, or the Age Discrimination Act may file a grievance. The District coordinators for each of these programs are Title VI and Title IX-Maranda McGillivray, 605-347- 2523, ADA-Brett Burditt, 605-347-2523, Section 504-Melissa Pankratz 605-347-4770, Title X, Part C-Chrissy Peterson, 605-347-4770. The grievant should contact the appropriate coordinator to initiate the grievance procedure.

The grievant first shall discuss the alleged grievance informally with the coordinator, who shall investigate the complaint and reply to the grievant within five (5) business days. If the reply is not acceptable, the grievant may initiate formal procedures according to the following steps:

LEVEL I -- The grievant shall submit a written statement of the grievance to the coordinator within five (5) business days of the receipt of the reply to the informal complaint.

The coordinator, within five (5) business days of receipt of the written grievance, shall require the employee or group who allegedly committed the grievance to submit a written grievance answer to the coordinator. Such answer shall a) confirm or deny each fact alleged in the grievance; b) indicate the extent to which the grievance has merit; and c) indicate acceptance or rejection of any desired redress specified by the grievant, or outline an alternative proposal for redress. Within ten (10) business days of the receipt of the written grievance, the coordinator shall submit a written reply to the grievant.

LEVEL II --- If the grievant is not satisfied with the resolution of the grievance at Level I, he/she may submit a written statement of appeal to the Superintendent within five (5) business days of receipt of the written reply of the coordinator. The Superintendent shall meet with all parties involved, formulate a conclusion, and respond in writing to the grievant within ten (10) business days.

LEVEL III -- If the grievant remains unsatisfied, he/she may submit a written statement of appeal to the School Board within five (5) business days of receipt of the written reply of the Superintendent. The School Board shall meet with the concerned parties and/or their representatives no later than the next regular School Board meeting following receipt of the appeal. A copy of the Board's disposition of the appeal shall be sent to the grievant within ten (10) business days of the meeting.

LEVEL IV -- If the grievant still is not satisfied, he/she may appeal to the Kansas City Office, Office for Civil Rights, U. S. Department of Education, 8930 Ward Parkway, Suite 2037, Kansas City, MO 64114-3302, 816-268-0550, Fax: 816-823-1404, TDD: 877-521-2172, Email: [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov)

Special provisions:

- 1) A grievance must be filed within forty-five (45) days after the occurrence that gave rise to the grievance. If the grievance is not filed within this time limit, it shall be considered null and void.
- 2) If the grievant fails to appeal from Level I to Level II or from Level II to Level III within the specified time limits, the grievance shall be considered null and void. If the coordinator or the Superintendent fails to reply within the specified time limits, the grievance shall automatically advance to the next Level.
- 3) The grievant has the right to be represented at his/her expense by knowledgeable persons, organizations, or groups of his/her selection at any point during the initiation, filing, or processing of the grievance. The coordinator shall provide help in identifying such knowledgeable persons or groups.
- 4) The District shall provide assistance to the grievant, including access to copies of the regulations, related guidelines, memoranda, and other relevant materials supplied to the District by the Federal government, and access to public grievance records. In addition, the coordinator and designated representatives shall provide consultation

and assistance in the interpretation of such information and the use of the grievance procedure.

- 5) The grievant and the District shall jointly determine whether any grievance hearing or other grievance procedure shall be open to the public or open only to participants.
- 6) No person shall be subject to discharge, suspension, discipline, harassment, or any form of discrimination for having utilized or having assisted others in the utilization of this grievance procedure.
- 7) It should be understood that a complaint can be made to the Office for Civil Rights without following the District's grievance procedure, but the grievance procedure provides a method for getting a prompt and equitable resolution of a complaint.

**Meade School Board Policy File: ACAA & ACAA-R(1)\***  
**SEXUAL HARASSMENT**

I. It is the policy of Meade School District 46-1 to maintain a learning and working environment that is free from sexual harassment. It shall be a violation of this policy for any member of the Meade 46-1 staff to harass another staff member or student through conduct or communication of a sexual nature as defined in Section II. It shall also be a violation of this policy for students to harass other students through conduct or communications of a sexual nature as defined in Section II.

II. Sexual harassment shall consist of unwelcome sexual advances, requests for sexual favors, and other inappropriate verbal or physical contact of a sexual nature when made by a member of the school staff to a student, a member of the school staff or another staff member, a student to another student, or a student to a staff member. Such behavior constitutes sexual harassment when any of the following statements apply:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or education;
- b. Submission to or rejection of such conduct by an individual is used as the basis for academic or employment decisions affecting that individual;
- c. Such conduct has the purpose or effect of substantially interfering with an individual's academic or professional performance or creating an intimidating, hostile, or offensive employment or educational environment.

III. Sexual harassment, as set forth in Section II, may include, but is not limited to, the following:

- a. Verbal harassment or abuse
- b. Pressure for sexual activity
- c. Repeated remarks to a person with sexual or demeaning implications
- d. Unwelcome touching
- e. Suggesting or demanding sexual involvement accompanied by implicit or explicit threats concerning one's grades, job, etc.

IV. Any person who alleges sexual harassment by any staff member or student in the District may contact the Title IX Coordinator, Maranda McGillivray, at 605-347-2523 or may complain directly to his/her immediate supervisor or building principal. In the event that the complaint is filed directly with the immediate supervisor or building principal, the immediate supervisor or building principal shall conduct a timely investigation into the matter and shall report the results of the investigation to the Superintendent. Any subsequent action taken shall be consistent with the results of the investigation and with Section V of this policy should the charges be substantiated. Filing of a Title IX grievance or otherwise reporting sexual harassment will not reflect upon the individual's status nor will it affect future employment, grades, or work assignments. The right of confidentiality, both of the complainant and of the accused, will be respected, consistent with the District's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.

V. A substantiated charge against a staff member in the District shall subject such staff member to disciplinary action, up to and including discharge. A substantiated charge against a student in the District shall subject that student to disciplinary procedures.

VI. This policy will be reviewed on an annual basis with all employees and students in each administrative unit and incorporated into teacher and student handbooks. Information on the prevention of sexual harassment will be provided to teachers and students in all schools as needed.

Form A1  
 MEADE SCHOOL DISTRICT 46-1  
 Evaluation of Head Coaches and Activity Advisers

Coach \_\_\_\_\_ Assignment \_\_\_\_\_

Season & Date \_\_\_\_\_ School \_\_\_\_\_

Rating Interpretations: 1-- Meets Standard 2-- Needs Improvement 3-- Not Observed

1. Planning and organization:

- |  |   |   |   |
|--|---|---|---|
| a. Is punctual in submitting participant lists, parents' permission slips, physical slips, and year-end reports.   | 1 | 2 | 3 |
| b. Completes administrative work, i.e., insurance forms, rules and regulations, eligibility lists, and program information in a professional manner.                           | 1 | 2 | 3 |
| c. Provides for care of equipment including issue, Inventory, repair, and storage.   | 1 | 2 | 3 |
| d. Maintains communication with Activities Director regarding events within the sport including practice schedules and discipline problems.                                    | 1 | 2 | 3 |
| e. Informs principals in advance when a substitute is needed.  | 1 | 2 | 3 |
| f. Works cooperatively to submit budget requests and related items.  | 1 | 2 | 3 |
| g. Advises athletes of training rules, codes, lettering policy and expectations with consequences in writing at onset of season and files the same with the Activities office. | 1 | 2 | 3 |

2. Interpersonal Relationship Skills:

- |  |   |   |   |
|--|---|---|---|
| a. Maintains open and professional relationship with the Activities Director.  | 1 | 2 | 3 |
| b. Develops rapport with the athletic coaching staff.  | 1 | 2 | 3 |
| c. Develops rapport with athletes and students.  | 1 | 2 | 3 |
| d. Develops and maintains positive relationships newspaper staff, radio and television announcers, booster clubs, parents, and spectators. | 1 | 2 | 3 |
| e. Demonstrates an interest in athletes in classroom activities and off-season activities.   | 1 | 2 | 3 |
| f. Respects and supports other coaches and athletes during their seasonal sports   | 1 | 2 | 3 |

3. Knowledge of Instructional Skill and Technique, Knowledge of Students, Athletes and Learning

- |   |   |   |   |
|---|---|---|---|
| a. Prepares for daily practices with staff to plan maximum instruction and time use.    | 1 | 2 | 3 |
| b. Demonstrates individual and team discipline and control.                             | 1 | 2 | 3 |
| c. Provides for individual and group instruction to fit the needs of student athletes.  | 1 | 2 | 3 |
| d. Demonstrates fairness, understanding, and empathy toward student athletes.           | 1 | 2 | 3 |
| e. Is innovative in using new coaching techniques and ideas.                            | 1 | 2 | 3 |
| f. Uses accepted and proven coaching techniques to coach and instruct student athletes. | 1 | 2 | 3 |
| g. Demonstrates ability to provide acceptable administration of locker room.            | 1 | 2 | 3 |
| h. Shows good judgment in coaching responsibilities and decisions.                      | 1 | 2 | 3 |

4. Personal and Professional Qualities:

- |  |   |   |   |
|--|---|---|---|
| a. Participates in classes and workshops to improve professional knowledge and skills. | 1 | 2 | 3 |
| b. Demonstrates support for all school rules regarding student athletes and programs.  | 1 | 2 | 3 |

- c. Demonstrates support for the school philosophy regarding student athletes and programs. 1 2 3
- d. Uses modeling to convey acceptable appearance, manners, behavior, speech, and interest. 1 2 3
- e. Is punctual in meeting with team for practices and games. 1 2 3
- f. Cooperates in plans and use of facilities for practice and contests. 1 2 3  
Demonstrates enthusiasm and vitality in coaching assignment. 1 2 3
- h. Uses proper sequence and accepted line of communication when dealing with subordinates and superiors. 1 2 3
- i. Respects the different roles of the assistants and appreciates their contributions to the total team effort. 1 2 3
- j. Demonstrates self-control and poise in all areas relating to coaching responsibilities including sideline conduct at contests toward players and officials. 1 2 3

NARRATIVE SUMMARY (strengths, areas of improvement, and/or goals):

Signing shall not imply agreement by the coach to the evaluation, but merely indicates a conference was held and the above discussed.

\_\_\_\_\_  
Staff Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

Form A2  
 MEADE SCHOOL DISTRICT 46-1  
 Evaluation of Assistant Coaches

Coach \_\_\_\_\_ Assignment \_\_\_\_\_ Date \_\_\_\_\_

Rating Interpretations: 1-- Meets Standard 2-- Needs Improvement 3--Not Observed

|   |   |   |   |
|---|---|---|---|
| 1. Demonstrates loyalty to the head coach.  | 1 | 2 | 3 |
| 2. Demonstrates care for equipment and materials.   | 1 | 2 | 3 |
| 3. Demonstrates knowledge and understanding of the assigned sport.  | 1 | 2 | 3 |
| 4. Demonstrates instructional coaching skill.   | 1 | 2 | 3 |
| 5. Demonstrates ability to motivate players within the philosophy of the District   | 1 | 2 | 3 |
| 6. Develops rapport with and among athletes.  | 1 | 2 | 3 |
| 7. Demonstrates intensity and interest in coaching the assigned sport   | 1 | 2 | 3 |
| 8. Supervises athletes within the philosophy of the District.   | 1 | 2 | 3 |
| 9. Develops rapport with and among the coaching staff.  | 1 | 2 | 3 |
| 10. Demonstrates willingness to assume extra duties that assist the head coach.   | 1 | 2 | 3 |
| 11. Seeks opportunities to grow professionally.   | 1 | 2 | 3 |
| 12. Demonstrates proficiency in first aid and safety procedures.  | 1 | 2 | 3 |
| 13. Attends appropriate rules interpretation meeting(s) dealing with the sport  | 1 | 2 | 3 |
| 14. Files with the Activities Director a physical examination and a parental permission slip for each squad member prior to that squad member's participation.      | 1 | 2 | 3 |
| 15. Submits rosters to the Activity office, keeps office informed of roster updates, and checks eligibility certification of athletes prior to their participation. | 1 | 2 | 3 |

NARRATIVE SUMMARY (strengths, areas of improvement, and/or goals):

Signing shall not imply agreement by the assistant coach to the evaluation, but merely indicates a conference was held and the above discussed.

\_\_\_\_\_

Activities Director

\_\_\_\_\_

Date

\_\_\_\_\_

Head Coach

\_\_\_\_\_

Date

\_\_\_\_\_

Coach/Adviser

\_\_\_\_\_

Date

**FORM A**  
**MEADE SCHOOL DISTRICT 46-1**  
**CONFIDENTIAL**  
**EVALUATION OF LIBRARY MEDIA SPECIALISTS/LIBRARIANS**

Library Media Specialist/Librarian: \_\_\_\_\_  
 Building: \_\_\_\_\_ Evaluation No.: \_\_\_\_\_ Year: \_\_\_\_\_

Observation Date: \_\_\_\_\_  
 Administrator: \_\_\_\_\_

**Rating Interpretations:**

1-Exceeds Standard, 2-Meets Standard, 3-Needs Improvement, 4-Does Not Meet Standard

Narrative comments required for all "3" and "4" ratings.

**1.0 ADMINISTRATION/MANAGEMENT/ORGANIZATION/SUPERVISION**

|      |  |   |   |   |   |
|------|--|---|---|---|---|
| 1.1  | Manages an annual library media budget that balances print and non-print materials.  | 1 | 2 | 3 | 4 |
| 1.2  | Processes new materials such as books, periodicals, and non-print materials for shelves and enters bibliographic data into catalog.                        | 1 | 2 | 3 | 4 |
| 1.3  | Provides and maintains a comprehensive and efficient system of cataloging and classifying resources.   | 1 | 2 | 3 | 4 |
| 1.4  | Applies new technologies to the library media program and services.  | 1 | 2 | 3 | 4 |
| 1.5  | Makes resources available to students and teachers.  | 1 | 2 | 3 | 4 |
| 1.6  | Develops circulation, selection, loan, and use procedures.   | 1 | 2 | 3 | 4 |
| 1.7  | Provides an effective arrangement of space and furnishings in the library media center to create a positive and inviting atmosphere conducive to learning. | 1 | 2 | 3 | 4 |
| 1.8  | Arranges for flexible scheduling of facilities and resources to meet the needs of individuals, small groups, and large groups.                             | 1 | 2 | 3 | 4 |
| 1.9  | Selects and orders materials according to district policy.   | 1 | 2 | 3 | 4 |
| 1.10 | Maintains accurate and up-to-date inventory of all library media materials and equipment.  | 1 | 2 | 3 | 4 |
| 1.11 | Coordinates the use and distribution of building instructional technologies.   | 1 | 2 | 3 | 4 |
| 1.12 | Trains student aides and volunteers.   | 1 | 2 | 3 | 4 |
| 1.13 | Provides statistical information as requested.   | 1 | 2 | 3 | 4 |
| 1.14 | Develops goals for the library media center.   | 1 | 2 | 3 | 4 |
| 1.15 | Adheres to applicable federal, state, and district policies and regulations.   | 1 | 2 | 3 | 4 |

Narrative Comments:

## **2.0 INSTRUCTIONAL**

|     |  |   |   |   |   |
|-----|--|---|---|---|---|
| 2.1 | Instructs users in learning the skills of information location, access, evaluation, and use.                                     | 1 | 2 | 3 | 4 |
| 2.2 | Instructs users in the selection, location, and use of technology and equipment.   | 1 | 2 | 3 | 4 |
| 2.3 | Promotes the use of technology as an information resource.   | 1 | 2 | 3 | 4 |
| 2.4 | Instructs students on the use both print and non-print resources.  | 1 | 2 | 3 | 4 |
| 2.5 | Recommends titles which encourage students to read books for enjoyment.  | 1 | 2 | 3 | 4 |
| 2.6 | Instructs library users to be discerning, responsible, and ethical users of information.   | 1 | 2 | 3 | 4 |
| 2.7 | Provides orientation to the library media center for all users.  | 1 | 2 | 3 | 4 |
| 2.8 | Conducts in-service activities as needed or requested to provide information to teachers about educational media and technology. | 1 | 2 | 3 | 4 |
| 2.9 | Compiles bibliographies and resource lists needed to support the instructional program.  | 1 | 2 | 3 | 4 |

Narrative Comments:

## **3.0 COMMUNICATION**

|     |   |   |   |   |   |
|-----|---|---|---|---|---|
| 3.1 | Regularly informs staff, students, and parents of available resources,  | 1 | 2 | 3 | 4 |
| 3.2 | Consults with staff members when selecting materials.   | 1 | 2 | 3 | 4 |
| 3.3 | Participates as a member of the instructional team in planning, delivering, and evaluating collaborative instruction. | 1 | 2 | 3 | 4 |
| 3.4 | Works cooperatively with all staff.   | 1 | 2 | 3 | 4 |
| 3.5 | Advocates for the importance of the library media center and its impact on the learning community.                    | 1 | 2 | 3 | 4 |

Narrative Comments:

**4.0 PROFESSIONALISM**

|     |   |   |   |   |   |
|-----|---|---|---|---|---|
| 4.1 | Accesses literature, training, and organizations for professional growth.                   | 1 | 2 | 3 | 4 |
| 4.2 | Knowledgeable about national and state legislation affecting school library media programs. | 1 | 2 | 3 | 4 |
| 4.3 | Coordinates interactions with other libraries.  | 1 | 2 | 3 | 4 |
| 4.4 | Maintains professional appearance.  | 1 | 2 | 3 | 4 |
| 4.5 | Demonstrates a good record of attendance, punctuality, and time management.                 | 1 | 2 | 3 | 4 |
| 4.6 | Handles interactions with all patrons in a professional, ethical manner.                    | 1 | 2 | 3 | 4 |
| 4.7 | Provides leadership in achieving district mission and goals                                 | 1 | 2 | 3 | 4 |

Narrative Comments:

Library Media Specialist/Librarian Signature:

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

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signing shall not imply agreement by the library media specialist/librarian to the evaluation, but merely indicates a conference was held and the above discussed.

FORM B  
CONFIDENTIAL  
Evaluation of Counselors

Rating Interpretations: 1 – Exceeds Standards, 2 – Meets Standards, 3- Area to be Developed Further, 4 – Does Not Meet Standards.

Narrative comments required for all “3” and “4” ratings.

Counselor: \_\_\_\_\_ Building: \_\_\_\_\_

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

**1.0 The professional counselor plans, organizes and delivers the school counseling program.**

|     |  |   |   |   |   |
|-----|--|---|---|---|---|
| 1.1 | The professional school counselor demonstrates interpersonal relationships with students.                      | 1 | 2 | 3 | 4 |
| 1.2 | The professional school counselor demonstrates positive interpersonal relationships with educational staff.    | 1 | 2 | 3 | 4 |
| 1.3 | The professional school counselor demonstrates positive interpersonal relationships with parents or guardians. | 1 | 2 | 3 | 4 |
| 1.4 | The professional school counselor organizes an efficient program that maximizes direct service to students.    | 1 | 2 | 3 | 4 |

Narrative:

**2.0 The professional school counselor implements the school guidance curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.**

|     |   |   |   |   |   |
|-----|---|---|---|---|---|
| 2.1 | The professional school counselor teaches school guidance units effectively.  | 1 | 2 | 3 | 4 |
| 2.2 | The professional school counselor develops materials and instructional strategies to meet student needs and school goals.             | 1 | 2 | 3 | 4 |
| 2.3 | The professional school counselor encourages staff involvement to ensure the effective implementation of the school guidance program. | 1 | 2 | 3 | 4 |

Narrative:

**3.0 The professional school counselor implements individual planning by guiding individuals and groups of students and their parents or guardians through the development of educational and career plans.**

- |     |   |   |   |   |   |
|-----|---|---|---|---|---|
| 3.1 | The professional school counselor, in collaboration with parents or guardians, helps students establish goals and develop and use planning skills.                | 1 | 2 | 3 | 4 |
| 3.2 | The professional school counselor demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information. | 1 | 2 | 3 | 4 |

Narrative:

**4.0 The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.**

- |     |  |   |   |   |   |
|-----|--|---|---|---|---|
| 4.1 | The professional school counselor counsels individual students and small groups of students with identified needs and concerns.            | 1 | 2 | 3 | 4 |
| 4.2 | The professional school counselor consults effectively with parents or guardians, teachers, administrators and other relevant individuals. | 1 | 2 | 3 | 4 |
| 4.3 | The professional school counselor implements an effective referral process with administrators, teachers and other school personnel.       | 1 | 2 | 3 | 4 |

Narrative:

**5.0 The professional school counselor provides system support through effective school counseling program management and support for other educational programs.**

- |     |   |   |   |   |   |
|-----|---|---|---|---|---|
| 5.1 | The professional school counselor provides support for other school programs. | 1 | 2 | 3 | 4 |
|-----|---|---|---|---|---|

Narrative:

**6.0 The professional school counselor effectively communicates the counseling department management system and the program action plans with the school administrator.**

- |     |  |   |   |   |   |
|-----|--|---|---|---|---|
| 6.1 | The professional school counselor communicates the qualities of the school counselor management system with the other members of the counseling staff and has agreement. | 1 | 2 | 3 | 4 |
| 6.2 | The professional school counselor discusses the program results anticipated when implementing the action plans for the school year.                                      | 1 | 2 | 3 | 4 |

Narrative:

**7.0 The professional school counselor collects and analyzes data to guide program direction and emphasis.**

- |     |  |   |   |   |   |
|-----|--|---|---|---|---|
| 7.1 | The professional school counselor uses school data to make decisions regarding student choice of classes and special programs. | 1 | 2 | 3 | 4 |
| 7.2 | The professional school counselor uses data from the program to make decisions regarding program revisions.                    | 1 | 2 | 3 | 4 |
| 7.3 | The professional school counselor analyzes data to ensure student has equity and access to a rigorous academic                 | 1 | 2 | 3 | 4 |
| 7.4 | The professional school counselor understands and uses data establish goals and activities to close the gap.                   | 1 | 2 | 3 | 4 |

Narrative:

**8.0 The professional school counselor monitors the students on a regular basis as they progress in school.**

- |     |  |   |   |   |   |
|-----|--|---|---|---|---|
| 8.1 | The professional school counselor is accountable for monitoring students' academic progress                              | 1 | 2 | 3 | 4 |
| 8.2 | The professional school counselor implements monitoring systems appropriate to the individual school.                    | 1 | 2 | 3 | 4 |
| 8.3 | The professional school counselor develops appropriate interventions for students as needed and monitors their progress. | 1 | 2 | 3 | 4 |

Narrative:

**9.0 The professional school counselor develops a result-based evaluation for the program.**

- |     |  |   |   |   |   |
|-----|--|---|---|---|---|
| 9.1 | The professional school counselor measures results attained from school guidance curriculum and closing the gap activities.  | 1 | 2 | 3 | 4 |
| 9.2 | The professional school counselor works with members of the counseling team and with the principal to clarify how programs are evaluated and how results are shared. | 1 | 2 | 3 | 4 |
| 9.3 | The professional school counselor knows how to collect process, perception and results data.   | 1 | 2 | 3 | 4 |

Narrative:

|             |   |   |   |   |   |
|-------------|---|---|---|---|---|
| <b>10.0</b> | <b>The professional school counselor is a student advocate, leader, collaborator and a systems-change agent.</b>                              |   |   |   |   |
| 10.1        | The professional school counselor promotes academic success of students.  | 1 | 2 | 3 | 4 |
| 10.2        | The professional school counselor promotes equity and access for students.  | 1 | 2 | 3 | 4 |
| 10.3        | The professional school counselor takes a leadership role within the counseling department, the school setting, and the community.            | 1 | 2 | 3 | 4 |
| 10.4        | The professional school counselor understands educational reform issues and works to close the achievement gap.                               | 1 | 2 | 3 | 4 |
| 10.5        | The professional school counselor collaborates with teachers, parents, and the community to promote academic success of students.             | 1 | 2 | 3 | 4 |
| 10.6        | The school counselor builds effective teams by encouraging collaboration among all school staff.  | 1 | 2 | 3 | 4 |
| 10.7        | The professional school counselor uses data to recommend systemic change in policy and procedures that limit or inhibit academic achievement. | 1 | 2 | 3 | 4 |

Narrative:

**11.0 The professional school counselor adheres to the American School Counseling Association’s Code of Professional Ethics** 1 2 3 4

Overall Performance Comments by Evaluator:

Comments by School Counselor:

Signing shall not imply agreement by the counselor to the evaluation, but merely indicates a conference was held and the above discussed.

Evaluator

\_\_\_\_\_ Date \_\_\_\_\_

Counselor

\_\_\_\_\_ Date \_\_\_\_\_

Form I  
MEADE SCHOOL DISTRICT 46-1  
CONFIDENTIAL  
PLAN OF ASSISTANCE

DATE \_\_\_\_\_ EVALUATOR \_\_\_\_\_

STAFF MEMBER: \_\_\_\_\_

POSITION/ASSIGNMENT \_\_\_\_\_

BUILDING \_\_\_\_\_

I. Description of deficiency/ies observed:

II. General Statement for Plan of Assistance:

III. Program to be followed:

IV. Describe assistance to be offered:

VI. Monitoring Procedure:

\_\_\_\_\_  
Staff Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date



## 2023-24 ADMINISTRATIVE AGREEMENT

### I. SALARIED POSITIONS

Superintendent  
Business Manager  
SWMS Principal  
SBHS Principal  
Stagebarn MS Principal  
Special Services Director  
Director of Activities  
Curriculum/Technology Director  
Assistant High School Principals  
Piedmont Valley Elementary Principal  
Whitewood Principal  
Rural Principal  
Sturgis Elementary Principal  
Assistant SWMS/SES Principal  
Assistant SBMS/PVE Principal  
Assistant Special Education Director

### II. DUE PROCESS RIGHTS

An administrator in or beyond his or her fifth consecutive term of employment with the District in his or her current position shall have the same due process rights as a teacher who is in or beyond his or her fourth consecutive term of employment pursuant to SDCL 13-43-6.1, SDCL 13-43.6.2, and SDCL 13-43-6.3, except that notice of nonrenewal shall be given on or before February 1, as is set forth in Article III below.

The parties agree that as used in this Section II, "position" refers to the actual role and job duties of an administrator (for instance, Assistant Principal is not the same position as Principal). However, if an administrator changes building but does not change actual role and job duties, he or she will be deemed to be in the "same position" for the purposes of this Section II.

The parties agree this Section shall sunset in two years; therefore, this Section II shall terminate and become void as of the last day of the 2023-24 District school year unless agreed otherwise by the parties. Further, the parties agree this Section II does not and shall not apply to the Superintendent.

III. CONTRACT OFFER

Administrators will be notified no later than February 1 of the Board's intent to not renew their contract. A contract will be renewed unless such notice is given on or before February 1.

IV. TERMS OF CONTRACT

The provision of this contract shall be effective as of July 1, 2023, and shall continue in effect through June 30, 2024, for all administrators. If terms of a successor contract are not arrived at, the terms of this contract shall remain in effect until a successor contract is established.

V. HEALTH INSURANCE

Administrators shall be provided up to \$1,344.00 for the cost towards the district sponsored full family health benefits included in the district's health insurance package or shall be provided the full cost of the district sponsored single health insurance package.

VI. RETIREMENT PAY

An administrator, upon retirement from the Meade School and who is eligible for the South Dakota Retirement System, shall receive as retirement pay the number of days of unused sick leave times \$150.00. The payment will be made on the regularly scheduled payroll in July following the retirement to the South Dakota Retirement System Special Pay Plan. Currently employed administrators who have completed a total of ten years of full-time experience (or equivalent part-time experience) in the District as a teacher or administrator, but less than five years as an administrator, shall receive a retirement pay benefit equivalent to the sick leave reimbursement given to teachers who retire. The retirement pay benefit shall not apply to any administrator whose contract is not renewed after the due process procedures specified in Article II have been followed.

VII. SICK LEAVE

Administrators shall receive the same sick leave benefits as the teachers. Administrators may participate in the voluntary Sick Leave Bank.

VIII. FAMILY AND MEDICAL LEAVE

Administrators shall receive Family and Medical Leave Act benefits.

IX. PERSONAL AND BEREAVEMENT LEAVE

Administrators shall receive five (5) days of personal, and two days of bereavement leave benefits. Additional days may be allowed at the discretion of the superintendent.

X. UNUSED SICK/PERSONAL LEAVE

On an annual basis, an administrator's unused personal days will be rolled into his/her accumulated sick leave. As an alternative, an administrator may annually request reimbursement for unused personal days at a rate of a \$150 per day. Said request must be made by June 1 of the current school year.

XI. SURVIVOR BENEFITS

In the event that an administrator dies while in contractual service to the district, an administrator, who has ten (10) years of service as an administrator in the district, will be considered retired and all retirement benefits accrued at the time of death shall be paid to the administrator's surviving spouse or other designated beneficiary in accordance with the established pay-out schedule.

XII. PART-TIME ADMINISTRATOR BENEFITS

Persons who work at least half time as administrators and full time in the District shall be entitled to full-time benefits extended to administrators but shall not receive teaching benefits.

XIII. PROFESSIONAL DUES

The District shall pay up to a total of \$800 per year toward the dues required for membership in the administrator's professional organizations, upon approval of the superintendent.

XIV. NATIONAL CONFERENCES/PROFESSIONAL DEVELOPMENT

Administrators shall be allocated \$2,500 for expenses to attend national conferences every other year. A rotation system will be established to determine which administrators receive this allocation. Attendance to a national conference shall require superintendent approval.

XV. LIQUIDATED DAMAGES

If the administrator request to be released from his/her individual contract prior to its terminal date, and the School Board agrees to the release, the School District may withhold monies due the administrator or collect from the administrator the sum of five hundred dollars (\$500.00) as liquidated damages if such termination occurs after June 1<sup>st</sup>, one thousand dollars (\$1,000.00) after June 15<sup>th</sup>, two thousand dollars (\$2,000.00) after July 1<sup>st</sup>, three thousand dollars (\$3,000.00) after August 1<sup>st</sup>, four thousand dollars (\$4,000.00) after August 15<sup>th</sup>.

**Policy BA: BOARD OPERATIONAL GOALS**

**Status:** ADOPTED

**Original Adopted Date:** 01/01/2007 | **Last Reviewed Date:** 06/14/2012

The Board is responsible to the people for whose benefit the school district has been established, and committed to the education of all students as appropriate to the best of their individual abilities. It is charged with accomplishing this while also being responsible for wise management of resources available to the district. By virtue of its responsibility and commitment the Board must establish those purposes, programs, and procedures that will respond to the district's immediate problems and long-range needs.

The Board must fulfill these responsibilities by functioning primarily as a legislative body to formulate and adopt policy, by selecting an executive officer to implement policy and by evaluating the results. Further, it must carry out its functions openly, while seeking the involvement and contributions of public, students and staff in its decision-making processes.

Additionally, the Board commits itself to the following objectives:

1. To interpret the educational needs and aspirations of the community, and to meet them through the formulation of policies that stimulate the learner and the learning process;
2. To continually evaluate the district's educational goals and their implementation in the district schools;
3. To formulate a sound fiscal policy in the interests of fiscal economy;
4. To provide the superintendent with sufficient and adequate guidelines to effectively carry out the goals and objectives of the school district;
5. To maintain effective communication with the public served by the schools, and with staff and students in order to maintain awareness of attitudes, opinions, desires and ideas.

**Notes:**

*This category is for goals the school board sets for its own operations in contrast to goals for the school district, instruction and so forth. The policy may relate to the process of goal setting or may set forth the operational goals established, as in the policy above.*

*ASBSD sample policies are intended to be a guide for school districts. As is the case with any policy, a local school district's unique circumstances, challenges and opportunities need to be considered.*

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**Policy BB: SCHOOL BOARD LEGAL STATUS**

**Status:** ADOPTED

**Original Adopted Date:** 01/01/2007 | **Last Revised Date:** 10/26/2022 | **Last Reviewed Date:** 01/10/2023

The School Board derives its authority from the Constitution of the State of South Dakota, from the acts of the State Legislature, the electorate of the district and the regulations of the South Dakota Board of Education Standards and State Board of Technical Education.

As expressed in the law, the Board is the governing board of a school district, and is created ". . . for the purpose of organizing, maintaining, and locating schools and for providing educational opportunities and services for all citizens residing within the school district."

The Board will consist of \_\_\_\_\_ members, elected at large by the registered voters of the district. Except as otherwise provided by law, Board members will hold office for terms of three years.

**Notes:**

*A statement under this code is usually statutory and informational in nature, not "policy" in the strict sense of the word. Include under this code the number of school board members and the length of a regular term.*

*A school district may have five, seven or nine members, depending upon its structure. A school district may increase or decrease the size of this Board by a majority vote of all electors voting at an election held for this purpose. This process is begun by a petition of 20 percent of the electors of a school district, as determined by the total vote cast at the last preceding annual election, filed with the business manager. Notice of election is given as for any other school election.*

*Representative areas are authorized by SDCL 13-6-13.1 and SDCL 13-8-7.1*

*Districts reorganized prior to July 1, 1977 should also cite SDCL 13-6-2, which establishes the legal status and number of members for boards of those districts.*

*ASBSD sample policies are intended to be a guide for school districts. As is the case with any policy, a local school district's unique circumstances, challenges and opportunities need to be considered.*

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**Policy BBA: SCHOOL BOARD POWERS AND DUTIES**

**Status:** ADOPTED

**Original Adopted Date:** 01/01/2007 | **Last Reviewed Date:** 06/14/2012

Under the laws of South Dakota, the School Board acts as the governing body of the public schools with full powers of direction and control. The Board derives its authority from the state legislature and will function within the framework of state and federal laws and regulations, court decisions and attorney general opinions.

Recognizing the authority of the state, the Board considers the following its general functions:

1. To select and employ a Superintendent of schools and support him or her in the discharge of his or her responsibilities.
2. To formulate and enact policy and to delegate the application of policies to the Superintendent and his staff, who will be held responsible for the effective administration and supervision of the entire school system.
3. To provide for the planning, expansion, improvement, financing, construction and maintenance of the physical plant of the school system.
4. To establish and maintain records, accounts, archives, management methods and procedures incidental to the conduct of school business.
5. To approve the budget, financial reports, audits, major expenditures, payment of obligations and policies that enable the administration to formulate regulations and other guides for the orderly accomplishment of business.
6. To estimate and levy taxes for the operation, support, maintenance, improvement and extension of the school system.
7. To adopt courses of study, and provide instructional materials.
8. To employ support and certificated personnel to carry out school programs, and provide fair and equitable compensation.
9. To evaluate the educational program to determine the effectiveness with which the schools are achieving the educational purpose of the school system.
10. To provide for the dissemination of school district information to the public and maintain open lines of communication with the community.

**Notes:**

*SDCL 13-10-2 - generally, but powers and duties of school boards established throughout Title 13.*

*ASBSD sample policies are intended to be a guide for school districts. As is the case with any policy, a local school district's unique circumstances, challenges and opportunities need to be considered.*

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**Policy BBAA: BOARD MEMBER AUTHORITY**

**Status:** ADOPTED

**Original Adopted Date:** 01/01/2007 | **Last Reviewed Date:** 06/14/2012

The powers delegated to a School Board by the state are delegated to the Board as a whole. No authority is granted Board members acting as individuals.

The Board exercises its powers and duties only in properly called meetings, where a majority of the Board constitutes a quorum to transact business. Except when performing a specific duty as ordered by the Board, the decision and actions of a single member of the Board are not binding on the entire Board.

**Notes:**

*This category is often used for a statement of the duties and responsibilities of school board members as well as a statement on their authority.*

*ASBSD sample policies are intended to be a guide for school districts. As is the case with any policy, a local school district's unique circumstances, challenges and opportunities need to be considered.*

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**Policy BBC: BOARD MEMBER RESIGNATION/REMOVAL FROM OFFICE**

**Status:** ADOPTED

**Original Adopted Date:** 01/01/2007 | **Last Reviewed Date:** 06/14/2012

According to the provisions of state law, a vacancy occurs on the School Board when an incumbent:

1. Dies;
2. Is removed from office;
3. Fails to qualify as provided by law;
4. Ceases to be a resident of the district, or representation area, where elected;
5. Is convicted of an infamous crime or of any offense involving a violation of the official oath of office;
6. Has a judgment obtained against him for breach of official bond;
7. Becomes incapable of attending to the duties of a board member;
8. Assumes the duties of an office incompatible with the duties of the board member;
9. Resigns and a successor is appointed and qualified as prescribed by law.

The resigning member will continue to serve in his or her official capacity as a Board member until the successor is appointed and qualified as prescribed by law.

*ASBSD sample policies are intended to be a guide for school districts. As is the case with any policy, a local school district's unique circumstances, challenges and opportunities need to be considered.*

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**Policy BBF: BOARD MEMBER CODE OF ETHICS**

**Status:** ADOPTED

**Original Adopted Date:** 01/01/2007 | **Last Revised Date:** 06/17/2014 | **Last Reviewed Date:** 06/17/2014

Members of the District's Board of Education are elected or appointed officials of local government, and are responsible for governing the educational system of the public school district. Each Board of Education governing board member shall:

1. adhere to the principle that the responsibility of the school board is to govern the District, which includes but is not limited to establishing goals, planning, developing effective policies, and evaluation;
2. practice good stewardship of the District's resources;
3. leave the daily administration of schools to the Superintendent;
4. participate in professional development;
5. recognize and follow the legal principles that (a) the authority vests with the majority of the members of the governing board when assembled in meetings as authorized by law, (b) no individual school board member has, or a minority of school board members have, the legal right to bind the District, and (c) no individual school board member may make decisions on behalf of the District unless upon approval of a majority of school board members.
6. make informed decisions on matters brought before the school board;
7. recognize and adhere to the policy that it is the responsibility of the school board to plan, make, implement, appraise, and enforce policies and that it is not the responsibility of the school board or school board members to run the day-to-day operations of the District;
8. observe and enforce federal and state laws and regulations;
9. respect the limited intent and scope of executive sessions as set forth in statute;
10. respect confidential communications made during executive sessions held pursuant to SDCL 1-25-2 and shall not divulge privileged communications made during executive session held pursuant to SDCL 1-25-2 unless required by law, and shall respect confidential communications related to students and employees, and shall not discuss such confidential information at home, at work or in public;
11. distinguish between personal views and those of the school board when making public comments regarding school district matters;
12. present information to the school board without distortion and accurately represent facts concerning school district matters in direct or indirect public statements;
13. maintain professional relationships in a manner which are free of vindictiveness, recrimination and harassment;
14. refer persons having complaints to the applicable complaint policy and appropriate school administrator; refrain from giving an opinion on the merits of the complaint unless, following the complaint procedure required in the school board complaint policy, the matter is before the school board;
15. respect the legitimacy of the goals and interests of other school board members and respect the rights of other school board members to pursue goals and policies different from their own;
16. respect, require and contribute to the maintenance of order and decorum in proceedings before the school board;
17. be honest, patient, dignified, and courteous to those with whom he/she deals with in his/her official capacity;
18. diligently discharge responsibilities and dispose promptly of the business of the school district for which he/she is responsible;

19. inform the school board president or school district business manager as soon as possible upon learning that he/she will not be in attendance at a school board meeting;
20. refrain from personal, professional, business and financial dealings that interfere with or are in conflict with, or give the appearance of interfering with or being in conflict with, the performance of official duties;
21. not use the office of a school board member to promote political candidates or partisan political activities;
22. not accept nor offer any gratuities, gifts, services, or things of value that (a) impair professional judgment, (b) offer special advantage or benefit to any person or organization, or (c) provide a direct or indirect personal benefit.
23. not commit any act of moral turpitude or gross immorality;
24. render a decision as a school board member only after having discussed the matter with other board members in a legal school board meeting, after having reviewed applicable information and data, and after having considered recommendations including but not limited to recommendations from school administration;
25. support Board decisions made by the majority of governing board members, subject to a board member's right to formally make a motion at a school board meeting to have the decision reconsidered or rescinded;
26. not have any direct pecuniary interest in a contract with the school district or furnish directly any labor, equipment or supplies to the district unless the amount involved is less than five thousand dollars (\$5,000).
27. not participate in discussion or vote on any issue in which I have an actual or the potential of a conflict of interest in the following circumstances:
  - a. a "direct pecuniary interest, (a matter benefiting the board member's own property or affording a direct financial gain);
  - b. an "indirect pecuniary interest" (a matter that financially benefits one closely tied to the board member, such as an immediate family member or an employer);
  - c. a "direct personal interest" (a matter that benefits a blood relative or close friend in a non-financial way); and
  - d. an "indirect personal interest" (a matter in which the board member individual's judgment may be affected because of membership in some organization and a desire to help that organization further its policies); or
  - e. when at least two-thirds of the governing board members vote that there is an identifiable conflict of interest that should prohibit the member from voting on a specific matter.
28. Pursuant to SDCL 1-25-2(1), the Board of Education may enter into executive session to discuss the performance of an elected school board member, which may include discussing a perceived or alleged violation of this policy. Should the majority of school board members determine that a school board member has violated one or more provisions of this policy, the school board may, in open session, reprimand the school board member for a violation of the School Board Member Code of Ethics.

*ASBSD sample policies are intended to be a guide for school districts. As is the case with any policy, a local school district's unique circumstances, challenges and opportunities need to be considered.*

**Policy BCA: ANNUAL BOARD ORGANIZATIONAL MEETING**

**Status:** ADOPTED

**Original Adopted Date:** 01/01/2007 | **Last Revised Date:** 05/30/2014 | **Last Reviewed Date:** 05/30/2014

The annual organizational meeting of the Board will be held on the second Monday of July, unless otherwise designated by the Board at the previous regular meeting.

The meeting will be called to order by the business manager and the oath of office will be given by the business manager to all newly elected Board members. The business manager will conduct the election for the School Board President. The Board President will assume office and will conduct the election for the Vice-President. The persons elected as President and Vice President shall serve in the positions until the next annual meeting.

**BUSINESS ITEMS**

Items of business to come before the annual meeting may include but are not limited to:

1. Setting of date, time and place for regular meetings (required);
2. Designation of official depository or depositories (required);
3. Designation of the custodians of all accounts (required);
4. Authorize business manager to electronically transfer funds for specifically authorized purposes;
5. Designation of official legal newspaper (required);
6. Designation of school board member(s) who in addition to the school board president have the authority to countersign checks drawn by the business manager (required);
7. Authorization of continuation of existing funds or accounts and the establishment of any new accounts;
8. Establishment of school board committees (such as finance, curriculum, negotiations, facility, transportation, policy review and development and such other committees as determined by the school board) and school board representatives to serve on other boards as applicable (i.e., educational cooperative board, equalization board, ASBSD Delegate Assembly, etc.);
9. Setting bond for school business manager (required), and in discretion of school board, set bonds for school board members and other employees;
10. Appointment of truancy officer;
11. Appointment of Title IX compliance officer;
12. Appointment of Rehabilitation Act Section 504 compliance officer;
13. Appointment of Americans with Disabilities Act compliance officer;
14. Appointment of Age Discrimination Act compliance officer;
15. Appointment of Asbestos compliance officer;
16. Designation of parliamentary procedure guidelines for Board meetings;
17. Authorization of business manager to invest and reinvest funds in institution, which serves greatest advantage to school district;
18. Selecting date of annual school election;
19. Setting school activities admission fees;
20. Authorization of superintendent to close school in emergency situations and in case of inclement weather and setting chain of command in event superintendent is absent;
21. Establish Board of Education compensation;

22. Designation of School District Attorney(s);
23. Authorize participation in associations (i.e., ASBSD, SDHAA, etc.).

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**Policy BCB: BOARD OFFICERS**

**Status:** ADOPTED

**Original Adopted Date:** 01/01/2007 | **Last Reviewed Date:** 06/14/2012

**PRESIDENT**

The president will preside at all meetings of the Board and will perform other duties as directed by law, state regulations and by this Board. In carrying out these responsibilities the president will:

1. Countersign all orders drawn by the business manager for claims approved by the Board;
2. Appoint or provide for the election of all committees, of which he or she will be an ex-officio member;
3. Confer with the superintendent as may be necessary and desirable on school or related matters;
4. Call special meetings of the Board;
5. Be entitled to vote and discuss on all matters before the Board; and
6. Perform such other duties as may be prescribed by the Board.

**VICE-PRESIDENT**

The Vice-President of the Board will assume the duties and responsibilities of the President in his or her absence. He or she will also perform such other duties as may be assigned by the Board.

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**Policy BCE: BOARD COMMITTEES**

**Status:** ADOPTED

**Original Adopted Date:** 01/01/2007 | **Last Reviewed Date:** 06/14/2012

The Board may authorize the establishment of committees from among its membership as it finds it necessary to study operations in specific areas and to make recommendations for Board action.

All committees will be appointed by the Board president. The Board president and the Superintendent will serve as ex-officio members of all committees.

The functions of committees will ordinarily be fact-finding, deliberative and advisory, and their reports will be made to the Board for discussion and action. All committee appointments will be for no longer than necessary to discharge the completion of their assignment.

**Notes:**

*Include in this category statements on committees made up of school board members (but not advisory committees to the Board).*

*If school board policy permits standing committees, the current standing committees could be included in the policy, and regulations may be needed on their duties and operations. Or, the duties of specific committees sometimes are included as an informational document, coded BCE-E.*

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**Policy BD: SCHOOL BOARD MEETINGS**

**Status:** ADOPTED

**Original Adopted Date:** 01/01/2007 | **Last Revised Date:** 05/05/2021 | **Last Reviewed Date:** 05/05/2021

**REGULAR MEETINGS**

All regular official School Board meetings will be held on the second Monday of each month, unless otherwise designated at the annual organizational meeting of the Board.

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 teleconference.

Subject to the following rules, any person may record, through audio or video technology, a school board meeting that is open to the public as long as the recording is reasonable, obvious, and not disruptive.

1. A person who wishes to audio or video record some or all of an official school board meeting must inform the school board president/chairperson or superintendent prior to the beginning of the meeting of the person's intent to record. At the beginning of the meeting, the school board president will then inform all persons present of the recording.
2. The quantity and type of recording equipment used shall be subject to the discretion of the school board, and the school board president/chairperson shall have the discretion to exclude or terminate recording of the meeting. This discretion is not to be exercised in an effort to restrict the public's right to be informed of school board meeting proceedings, but only where these rules have been violated.
3. Recording equipment must not produce distracting light or noise, and no artificial lighting device of any kind shall be employed with a video camera.
4. Recording equipment must not obstruct the vision of persons attending the school board meeting and their ability to see all school board members.
5. Any person violating the rules set forth above may be directed to cease the recording or leave the premises

The School Board shall reserve at every regularly scheduled official meeting a period for public comment, limited at the Board's discretion, but not so limited as to provide for no public comment.

**SPECIAL MEETINGS**

Special meetings may be called by the President of the Board, or in his or 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 each Board member and the Superintendent by the Business Manager, either orally or in writing, in sufficient time to allow each member's presence. No business other than that stated in the notice will be transacted at a special meeting. Local news media that have requested notice will be notified of the special meeting by mail, e-mail, delivered in person or telephone prior to the meeting.

**TELECONFERENCE**

Any official meeting, including executive meetings, may be conducted by teleconference. A teleconference is an exchange of information by audio, video, or electronic medium, including the internet. A member is deemed present if the member answers present to the roll call conducted by teleconference for the purpose of determining a quorum. Each vote at an official meeting held by teleconference may be taken by voice vote. If any member votes in the negative, the vote shall proceed to a roll call vote. A teleconference may be used to conduct a hearing. If the school board conducts an official meeting by teleconference, the school board shall provide a place at which the public may listen to and participate in the teleconference meeting. For any official meeting held by teleconference, which has less than a quorum of school board members participating in the meeting who are present at the location open to the public, arrangements shall be provided for the public to listen to the meeting via telephone or internet. The requirement to provide one or more places for the public to listen to the teleconference does not apply to an executive meeting.

*ASBSD sample policies are intended to be a guide for school districts. As is the case with any policy, a local school district's unique circumstances, challenges and opportunities need to be considered.*

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**Policy BDA: ELECTRONIC COMMUNICATION BY BOARD MEMBERS**

**Status:** ADOPTED

**Original Adopted Date:** 01/01/2007 | **Last Revised Date:** 06/02/2016 | **Last Reviewed Date:** 06/02/2016

An exchange of information by audio, video, or electronic medium, including the internet, by a quorum of the school board and when official business of the school district is discussed or decided, or public policy is formulated, is subject to school district policies BD and BDDA and open meetings laws.

1. Board members shall not use electronic communication as a substitute for discussion or decision-making at regular or special board meetings open to the public.
2. School board members shall not use electronic communication to discuss or reach a consensus, majority opinion or unofficial decision, related to school district business.

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**Policy BDB: SCHOOL BOARD STUDY SESSIONS AND WORK RETREATS**

**Status:** ADOPTED

**Original Adopted Date:** 01/01/2007 | **Last Revised Date:** 04/01/2010 | **Last Reviewed Date:** 06/14/2012

The Board is tasked with a constant flow of governance issues that require action and is determined to expedite the business of the District. The Board is also mindful of the importance of planning, brainstorming and thoughtful discussion.

At its discretion, the board may schedule study sessions or working retreats in order to provide the governance team an opportunity to deliberate without taking action. All study sessions or work retreats shall be open to the public and comply with state open meetings and public records laws.

Generally, study sessions and work retreats are not open to public input. However, the Board may solicit input as the discretion of the Board Chair.

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**Policy BDDA: NOTIFICATION OF SCHOOL BOARD MEETINGS**

**Status:** ADOPTED

**Original Adopted Date:** 01/01/2007 | **Last Revised Date:** 04/26/2012 | **Last Reviewed Date:** 06/14/2012

Notice of all regular meetings of the Board will be given to the press, the public and all Board members. Dates of regular meetings of the Board will be provided in annual announcements made available in printed form to the news media and the public, following the setting of the dates, times and place of Board meetings at the annual meeting.

Public notice shall be given by posting the proposed agenda on the schools website and in a place that is visible, readable and accessible at least 24 hours prior to any meeting. The notice shall be posted at the building in which the school board holds its meeting. Local news media that have requested notice will be notified in person, by mail, email or telephone. Meetings conducted via telephone conference call are subject to the public notice law.

Except in rare emergencies, notification for all special, rescheduled meetings will be sent to the media in time for the public to be notified at least 24 hours in advance. When 24 hours printed notice of a special meeting cannot be given to the public, the business manager will make every effort to make the meeting known to the public through other channels.

All Board members will be personally notified by the business manager of special meetings in sufficient time to allow each member's presence.

*Notes: This sample policy reflects the general substance of the state law. A Board could adopt a policy that states more specific reasons for convening executive sessions, such as to discuss teacher salary negotiations, student disciplinary problems or the purchasing of building sites.*

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**Policy BDDC: AGENDA PREPARATION AND DISSEMINATION**

**Status:** ADOPTED

**Original Adopted Date:** 01/01/2007 | **Last Revised Date:** 10/24/2019 | **Last Reviewed Date:** 10/24/2019

The proposed agenda for all meetings of the Board will be prepared by the Superintendent in consultation with the Board President.

Items of business may be suggested by any Board member, staff member or citizen of the district. The agenda for regularly scheduled school board meetings will always allow time for remarks from the public who wish to speak briefly before the Board.

The Board will follow the order of business set up by the agenda unless the order is altered by a majority vote of the members present. Items not on the posted proposed agenda may be discussed and acted upon only if a majority of the Board agrees to consider the item at the time the Board members adopt an amended agenda at the time of agenda adoption.

To ensure the board has the information necessary to make informed decisions, the superintendent may prepare and disseminate information to supplement items on the boards meeting agenda. All members of the school board will receive the agenda and any related supplemental information in advance of the board meeting and with ample time to review the material.

The proposed agenda, together with supporting materials, will be distributed to Board members at least 24 hours prior to regularly scheduled Board meetings to permit them time to give items of business careful consideration.

The supporting material shall either be posted on the school district's website or made available at the business office at least twenty-four hours prior to the meeting, or at the time the material is distributed to the school board, whichever is later. If the material is not posted on the school district's website, at least one copy of the printed material shall be available in the meeting room for inspection by any person while the school board is considering the printed material. However, the public's right to access printed information does not apply to any material or record that is legally exempt from disclosure.

The Board shall provide public notice, with proposed agenda, that is visible, readable, and accessible for at least an entire, continuous twenty-four hours immediately preceding any meeting, by posting a copy of the notice, visible to the public, at the building in which the Superintendent's office is located. The proposed agenda shall include the date, time, and location of the meeting. The notice shall also be posted on the public body's website upon dissemination of the notice. For special or rescheduled meetings, the information in the notice shall be delivered in person, by mail, by email, or by telephone, to members of the local news media who have requested notice.

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**Policy BDDE: PARLIAMENTARY PROCEDURE**

**Status:** ADOPTED

**Original Adopted Date:** 01/01/2007 | **Last Revised Date:** 05/05/2014 | **Last Reviewed Date:** 05/05/2014

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 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 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.

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**Exhibit BDDE-E(1): PARLIAMENTARY PROCEDURE - GUIDE**

**Status:** ADOPTED

**Original Adopted Date:** 01/01/2007 | **Last Revised Date:** 04/13/2016 | **Last Reviewed Date:** 04/13/2016

*See PDF on the next page.*

|   |                             |
|---|-----------------------------|
| <b>Associated School Boards of South Dakota</b> | <b>NEPN Code: BDDE-E(1)</b> |
| <b>Sample Exhibit</b>                           |                             |

## PARLIAMENTARY PROCEDURE GUIDE

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.

1. To obtain the right to speak, address the Chairperson/President and be recognized by the Chairperson/President before speaking. (Member: "Mr./Madame Chair/President . . ." and Chair/President: "The chair recognizes \_\_\_\_\_").
2. To introduce a motion, say, "I move that..."
3. A motion may be withdrawn by the maker with consent of the person who seconded the motion or by majority vote if objection to withdraw the motion is made.
4. To amend a motion, say, "I move to amend the motion by...." Ways of amending are:
  - a) Striking out parts of the motion;
  - b) Inserting one or more words into the motion;
  - c) Striking out and inserting one or more words into the motion; and
  - d) Substituting a completely new (different) motion.
5. A motion to reconsider a decision made by the board must be introduced by one who voted with the prevailing side in that previous vote, but is out of order (cannot be made) if any part of the decision has been put into action.
6. If the parliamentary procedure of the board is to be questioned, say, "Point of order". The Chairperson/President must allow the member to state his/her point, and then the Chairperson/President must rule on it. If the Chairperson/President denies a point of order, the Chairperson's/President's decision may be appealed and either upheld or not upheld by a majority vote.
7. If a board member has a question to ask about a matter under discussion or a procedure to be followed, say, "Point of information". The Chairperson/President must allow the board member to state the question and provide if possible the information requested.

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8. All members of the board, including the Chairperson/President, should participate in discussion and vote on all matters before the board unless the board member has a conflict of interest, in which case the board member must abstain. Abstentions should be noted in the minutes, but do not count as an affirmative or negative vote on the matter before the board.
9. A tie vote does not gain a majority and means that the motion is defeated.
10. A legal quorum of the board is required to be present in order to conduct official school business and board action requires the approval of a majority of those members voting.
11. A school board is a public board and the vote of its official actions should be part of the published minutes. A roll call vote may not be required. Roll call votes are required only when one or more school board members are participating via the phone, or when requested by a school board member. It should be clear from the minutes how members of the board have voted.
12. Some boards provide for public comments at some point in the meeting (i.e., during a public forum before or after approval of the agenda, or just before adjournment). At all other times, the public should speak only after being recognized by the Chairperson/President (who may, but does not have to, recognize a person wishing to speak).
13. The vehicle of action is through a motion. The chair may assist the mover with wording for clarity.
14. A motion should deal with only one issue or idea. The Chairperson/President or a member can ask that a motion be rephrased or rewritten or divided into two motions if it deals with two or more different matters.
15. The Chairperson/President may allow general information to be presented on an agenda item before a motion is made, but the Chairperson/President should require a motion to be made and seconded before discussion and debate on the item under consideration is allowed.
16. Debate must be limited to the issue at hand. Speakers who wander or attempt to enter new matters should be ruled out of order.
17. No new main motions may be made while another is on the floor
18. Main motions may be amended. Votes on amendments must be taken before there is a vote on the original motion.
19. No more than one amendment to an amendment should be permitted.

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20. Before a vote on a main motion is taken, business can be interrupted by a motion to:
- a) Lay it on the table - A motion to “lay it on the table,” often referred to as a motion to table, is properly used only when there is urgent business to be addressed while a main motion is on the floor and debate on the pending motion is temporarily suspended and resumed during the current meeting or at the next meeting. A motion to remove the motion from the table is required to resume debate on a motion that was tabled;
  - b) Postpone action to a certain time or indefinitely - A motion to postpone to a certain time is used when the intent is to make the decision after more information is available or for some other scheduling reason. A motion to postpone to a certain time should include when the main motion under consideration shall be taken up again by the governing board A motion to postpone indefinitely is used when the intent is to kill the motion under consideration. Passing a motion to postpone indefinitely is to defeat the motion without voting against the motion;
  - c) Refer it to a committee;
  - d) Withdraw it from consideration; or
  - e) Adjourn the meeting.
21. The chair should avoid closing a discussion when members wish to speak. A governing board member may seek to close discussion on a motion and have a vote by making a motion (“I move the previous question”). If there is a second to the motion (the motion to “move the previous question” is not subject to debate), immediately there is a vote on the motion to close debate. A two-thirds majority vote is required to pass the motion to close debate, and if the motion passes, the President/Chairperson must put the question to a vote without further debate. In cases where the Chairperson/President believes discussion to have ended, the Chairperson/President may call for a vote on the main motion without a formal motion to close debate unless a member objects.
22. A motion once voted down cannot be reconsidered at the same meeting of the board without the consent of a majority of the members of the board.
23. If any member acts in any respect in a disorderly manner, it shall be the privilege of any member, and the duty of the Chairperson/President to call the member to order.
24. If any member considers himself or herself aggrieved by a decision of the chair, it shall be his or her privilege to appeal to the board, and the vote on the appeal should be taken without debate.
25. When the Chairperson/President has commenced taking a vote no further debate or remark should be permitted, unless there has evidently been some mistake, in which

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case the mistake shall be rectified, and the Chairperson/President shall recommence taking the vote.

26. The Board President/Chairperson has the primary responsibility for conducting the meeting.

*Notes: State law prohibits school board members who have a conflict of interest from participating in discussion and voting on matters before the board.*

*By state law, a legal quorum of the board is required to be present in order to conduct official school business and board action requires the approval of a majority of those members voting. However, local board policy may require approval by a majority of the members of the full board.*

Adopted: 1/1/2007  
Revised: 4/28/2014; 5/5/2014; 4/13/2016  
Reviewed 6/14/2012:

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**Exhibit BDDE-E(2): PARLIAMENTARY PROCEDURE - MOTIONS CHART**

**Status:** ADOPTED

**Original Adopted Date:** 04/13/2016 | **Last Reviewed Date:** 04/13/2016

*See PDF on the next page.*

|   |                             |
|---|-----------------------------|
| <b>Associated School Boards of South Dakota</b> | <b>NEPN Code: BDDE-E(2)</b> |
| <b>Sample Exhibit</b>                           |                             |

### PARLIAMENTARY PROCEDURE MOTIONS CHART

A motion with a higher number takes precedence over a motion with a lower number (i.e., a motion with the higher number dictates what is to be addressed at that time by the school board).

|   | MOTION TO:   | 2 <sup>ND</sup> REQUIRED ? | DEBATE ? | AMEND ? | VOTE REQUIRED |
|---|--|----------------------------|----------|---------|---------------|
| 1 | Make a decision on a matter before the School Board (main/original motion) | yes                        | yes      | yes     | majority      |
| 2 | Amend or Substitute Motion   | yes                        | yes      | yes     | majority      |
| 3 | Amend the Amendment  | yes                        | no       | yes     | majority      |
| 4 | Refer to Committee   | yes                        | yes      | yes     | majority      |
| 5 | Postpone to a Certain Time   | yes                        | yes      | yes     | majority      |
| 6 | Close Debate   | yes                        | no       | yes     | 2/3           |
| 7 | Take a Recess  | yes                        | no       | yes     | majority      |
| 8 | Adjourn  | yes                        | no       | no      | majority      |

The following motions or inquiries may be made at any time during the meeting when there is no other agenda item currently pending or being addressed by the school board:

| MOTION TO:  | 2 <sup>ND</sup> REQUIRED ? | DEBATE ? | AMEND ? | VOTE REQUIRED |
|---|----------------------------|----------|---------|---------------|
| Address a matter which has been tabled (take matter from table) | yes                        | yes      | no      | majority      |
| Reconsider Prior Action   | yes                        | yes      | no      | majority      |
| Rescind Prior Action  | yes                        | yes      | yes     | majority      |

The following motions deal with the conduct of the meeting and may be brought up at any time when business is being conducted:

| MOTION TO:                                  | 2 <sup>ND</sup> REQUIRED ? | DEBATE ? | AMEND ? | VOTE REQUIRED |
|---|----------------------------|----------|---------|---------------|
| Point of Order (on parliamentary procedure) | no                         | no       | no      | none          |
| Request for information                     | no                         | no       | no      | none          |
| Appeal a Decision of the Chair/President    | yes                        | yes      | no      | majority      |
| Require a roll call vote                    | no                         | no       | no      | none          |

|   |
|---|
| Adopted: 4/13/2016<br>Revised:<br>Reviewed: |
|---|

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**Policy BFCA: BOARD REGULATIONS AND HANDBOOKS**

**Status:** ADOPTED

**Original Adopted Date:** 01/01/2007 | **Last Revised Date:** 12/19/2019 | **Last Reviewed Date:** 12/19/2019

**Regulations:**

School board regulations are rules necessary to carry out the intent of school board policies. All regulations must have board approval. Regulations must be consistent with, and not contrary to, policies adopted by the Board.

Unless the regulation is proposed by the Board, all proposed new regulations shall be submitted by the Superintendent to the Board for approval prior to implementation.

Regulations become effective upon adoption by the Board. The Board will review its regulations on a continuing basis.

Principals may establish procedures for conducting activities in their attendance centers consistent with board policies and regulations.

The Board's regulations are a public record. Regulations are available for reviewing and copying in the administrative offices of the school district during regular office hours. They may also be viewed on the District's website.

**Handbooks:**

Staff and student handbooks must conform with district policies and regulations. Prior to the commencement of each academic year, all staff and student handbooks will be presented by the Superintendent to the Board for approval. Staff and student handbooks shall be effective upon Board approval.

Handbooks published specifically for a particular group of employees will be distributed to all of the employees affected. Handbooks published for students will be distributed to all affected students.

Staff and student handbooks are a public record. The handbooks are available for reviewing and copying in the administrative offices of the school district during regular office hours. Handbooks may also be viewed on the District's website.

*Note: If the regulations or handbooks are not online, the statement about being able to view the regulations or handbooks on the District website should be deleted.*

*ASBSD sample policies are intended to be a guide for school districts. As is the case with any policy, a local school district's unique circumstances, challenges and opportunities need to be considered.*

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**Policy BHAA: BOARD MEMBER EDUCATION**

**Status:** ADOPTED

**Original Adopted Date:** 01/01/2007 | **Last Revised Date:** 05/14/2020 | **Last Reviewed Date:** 05/14/2020

It is the policy of the District that Board members become and remain knowledgeable about their roles and the issues with which they deal. The Board Chair and the Superintendent are responsible for assuring that information on leadership development opportunities is available to all members.

Each Board member shall regularly receive training on Board member roles and responsibilities, conflict of interest, school board governance, open meetings laws, school finance, state aid and budget, school programs, State Department of Education functions, legislative activities, laws related to public employees, Board policies, teaching materials, facilities, school services, needs of community, interested public service organizations, techniques of good public relations, and education issues in general.

New members shall participate in the new board member orientation which covers all of the topics addressed in the preceding paragraph to familiarize themselves with all aspects of Board operation.

The Board President and Superintendent will hold at least two conferences with the new Board member, one which will be held with the Board member-elect and the second within thirty (30) days of the Board member taking the oath of office. The conferences shall include, but are not limited to:

1. Discussion of the Board's work, objectives and purposes;
2. Discussion on the legislative function of the Board and the administrative functions of the Superintendent;
3. Information provided to the new Board member related to School Board Policies, District curriculum and content standards, bussing and meal services, facilities, school finances and funding, collective bargaining, and other pertinent matters;
4. Tour of the school facilities.

All Board members shall regularly participate in meetings and activities of area, state and national school boards associations, other educational groups, and review materials received from these organizations.

Board members will be reimbursed for travel and other expenses related to participation in training activities offered by Associated School Boards of South Dakota and other organizations. Funds will be budgeted for school board member training.

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**Policy BK: EVALUATION OF SCHOOL BOARD OPERATIONAL PROCEDURES**

**Status:** ADOPTED

**Original Adopted Date:** 01/01/2007 | **Last Revised Date:** 01/01/2012 | **Last Reviewed Date:** 06/14/2012

The Board will annually review its own performance in terms of generally accepted principles of successful board operations and in relation to its goals and objectives. The Board self-evaluation shall address performance in the key functions of vision, structure, accountability, conduct, ethics and advocacy. The results of the self-evaluation shall be used in setting goals for the subsequent year. Evaluation will indicate the strengths of the Board and the areas of needed improvement.

To help the Board meet this goal, the following elements will be included in the self-evaluation process.

1. Board members will be involved in the development of an evaluation instrument and procedures by which they will evaluate themselves.
2. The Board evaluation instrument will be completed by individual board members on a confidential basis and submitted to the Board Chair, or the designee, for compilation.
3. The Board will meet, with no other items on the agenda, at a study or executive session and with all members present, to review and discuss the composite results.
4. Each conclusion will be supported by objective evidence.

Upon final discussion of the results, the Board will develop both short and long-range goals and objectives to ensure continued proficiency in its areas of excellence, to strengthen weak areas, and to improve the efficiency of the Board.

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**Exhibit BK-E(1): EVALUATION OF SCHOOL BOARD OPERATIONAL PROCEDURES -  
FORM**

**Status:** ADOPTED

**Original Adopted Date:** 01/01/2007 | **Last Revised Date:** 06/01/2012 | **Last Reviewed Date:** 06/14/2012

*See PDF on the next page.*

|   |                           |
|---|---------------------------|
| <b>Associated School Boards of South Dakota</b> | <b>NEPN Code: BK-E(1)</b> |
| <b>Sample Exhibit</b>                           |                           |

## EVALUATION OF SCHOOL BOARD OPERATIONAL PROCEDURES FORM

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### ANNUAL SELF-APPRAISAL OF THE SCHOOL BOARD

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#### WHY IS BOARD EVALUATION FOR YOU?

Take a few moments to analyze your board, your relationships, your operation, your meetings, your school system, the publics you serve, and your commitment to educational excellence.

Why evaluate? Because you want accountability. You want improvement in your operations. Because you want to do the best you can for your school system and community. This commitment to quality, to excellence, and to local control of the educational system is the real why.

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#### BOARD EVALUATION

The following list of items pertains to the operation of the school board. Each board member rates his or her individual performance and the board as a whole. When evaluating your individual performance, reframe the question in terms of "I." The evaluation scale to be used is:

|   |              |                        |
|---|--------------|------------------------|
| 5 – Outstanding<br>4 – Good<br>3 – Satisfactory but could improve<br>2 – Weak and should improve<br>1 – Ineffective | Self<br>Only | Board<br>as a<br>Whole |
|---|--------------|------------------------|

##### A. Board qualities

- |  |       |       |
|--|-------|-------|
| 1. Board members demonstrate through actions that they believe all children can learn.   | _____ | _____ |
| 2. Board members make decisions in terms of what is best for students.   | _____ | _____ |
| 3. Board members are independent, open-minded and respect the decisions of fellow board members and the administration.  | _____ | _____ |
| 4. The board strives to improve board skills and keep abreast of educational issues by attending workshops/conferences at the local, regional, and state levels. | _____ | _____ |
| 5. The board understands their role as a policy making body.   | _____ | _____ |
| 6. The board annually reviews and revises the districts long-range plan.   | _____ | _____ |

*ASBSD sample exhibits are intended to be a guide for school districts. As is the case with any exhibit, a local school district's unique circumstances, challenges and opportunities need to be considered.*

5 – Outstanding  
 4 – Good  
 3 – Satisfactory but could improve  
 2 – Weak and should improve  
 1 – Ineffective

Self  
Only

Board  
as a  
Whole

**B. Board relationship with the superintendent**

- |   |       |       |
|---|-------|-------|
| <p>1. The board keeps the superintendent informed on issues, needs, and complaints in a manner allowing the superintendent the opportunity to solve related problems in a professional manner.</p>                            | _____ | _____ |
| <p>2. The board establishes written policies which clearly interprets its position on policy matters pertaining to the school district thereby enabling the superintendent to properly carry out the wishes of the board.</p> | _____ | _____ |
| <p>3. The board publicly supports the superintendent's administrative regulations and decisions and relays any disagreement in a private or executive session.</p>  | _____ | _____ |
| <p>4. The board disregards personalities and considers the recommendations of the superintendent in an unbiased and objective manner.</p>   | _____ | _____ |

**C. Board relationships with the community**

- |  |       |       |
|--|-------|-------|
| <p>1. Board members recognize that they represent the "entire" community and that it has entrusted them with the educational development of the children and youth of the community.</p>   | _____ | _____ |
| <p>2. The board takes the initiative in helping all community members to have all the facts all the time about their schools so it will readily provide the finest possible school program, school staff, and school facilities.</p> | _____ | _____ |
| <p>3. The board recognizes that the community expects its primary concern to be what is in the best interest of each and every student without distinction as to who they are or what their background may be.</p>                   | _____ | _____ |
| <p>4. Board meetings are conducted in accordance with the open meeting law.</p>  | _____ | _____ |

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 1 – Ineffective

Self  
Only

Board  
as a  
Whole

**D. Board relationship to financial management of the schools**

- |   |       |       |
|---|-------|-------|
| <p>1. The board establishes the policies and provides the necessary resources to properly manage the finances of the school district.</p> | _____ | _____ |
| <p>2. The board requires proper accountability for the expenditure of school district funds.</p>  | _____ | _____ |
| <p>3. The board utilizes approved funding to maintain a high quality educational program in the district.</p>                             | _____ | _____ |
| <p>4. The board keeps the community informed about the financial needs of the school district.</p>  | _____ | _____ |
| <p>5. The board ensures that the budget reflects the district's long-range planning.</p>  | _____ | _____ |

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5 – Outstanding  
4 – Good  
3 – Satisfactory but could improve  
2 – Weak and should improve  
1 – Ineffective

Self  
Only

Board  
as a  
Whole

**E. General Statements**

Identify three strengths of your school board:

- 1. \_\_\_\_\_  
\_\_\_\_\_
- 2. \_\_\_\_\_  
\_\_\_\_\_
- 3. \_\_\_\_\_  
\_\_\_\_\_

Identify three areas where your school board could improve.

- 1. \_\_\_\_\_  
\_\_\_\_\_
- 2. \_\_\_\_\_  
\_\_\_\_\_
- 3. \_\_\_\_\_  
\_\_\_\_\_

Identify three priority performance goals for your board for the next school year.

- 1. \_\_\_\_\_  
\_\_\_\_\_
- 2. \_\_\_\_\_  
\_\_\_\_\_
- 3. \_\_\_\_\_  
\_\_\_\_\_

Identify any areas for clarification of the role of the superintendent and the board.

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Adopted: 1/1/2007  
Revised: 6/1/2012  
Reviewed: 6/14/2012

*ASBSD sample exhibits are intended to be a guide for school districts. As is the case with any exhibit, a local school district's unique circumstances, challenges and opportunities need to be considered.*

## 2022-23 Committees

### ASBSD Delegate Assembly

Delegate: Joe Urbaniak

Alternate: Lee Spring

### Negotiations:

Charlie Wheeler

Lee Spring

Holly Good

Darrell Vig

### Insurance:

Terry Koontz

Justin Jutting

Sandy Cass

Lee Spring

### Building and Grounds Planning:

Darrell Vig

Sandy Cass

Aaron Odegaard

Terry Koontz

### Employee Recognition:

Charlie Wheeler

Sandy Cass

Justin Jutting

Joe Urbaniak

### Transportation:

Joe Urbaniak

Holly Good

Aaron Odegaard

Terry Koontz

### Policies:

Sandy Cass

Justin Jutting

Darrell Vig

Joe Urbaniak

\*\*\*First person listed is the chairperson for that committee

### **Sturgis Board of Equalization:**

Terry Koontz

### **Summerset Board of Equalization:**

Charlie Wheeler

### **Piedmont Board of Equalization:**

Aaron Odegaard

### **Whitewood Board of Equalization:**

Justin Jutting

### **BHSSC:**

**Representative:** Terry Koontz

**Alternate:** Charlie Wheeler



*"To Build Knowledge and Skills for Success Today and Tomorrow"*

*Beth Johnson- Curriculum, Technology, & Assessment*

1230 Douglas street, Sturgis, SD. 57785

Phone: (605) 347-4454

RE: Meade 46-1 School Board Report

From: Beth Johnson, Curriculum, Technology, and Assessment Director

Subject: July 2023 Board Report

**Professional Development:**

New Teacher Orientation is scheduled for July 17th and 18th with an additional day on August 21st. As part of the new on-boarding process, the Curriculum Director, Meade Mentors and Department Chairs will present information on the district and its practices, as well as introductions to technology, curriculum platforms, and classroom management strategies. Additionally, Human Resources will go through the district operations pertaining to employment.

Also beginning this year, all administrative assistants will meet to ensure that district practices for enrollment, Infinite Campus management, and ordering are standard across the district. The meeting, scheduled for August 14th, will also include training on the new phone and printing systems. The beginning of the year meeting will become common practice to address any changes to the aforementioned areas.

**Technology**

Computers arrived May 15th for the student device refresh. The Technology team has configured devices to work with the following management platforms:

- Mosyle- Software & hardware management
- AD manager- Account management
- One-to One- Inventory Management
- Lightspeed - Content filter for online access

Additionally, the team ensured that the operating system and the content filter will work with the secure browsers that we use for testing.

Phones and Printers have also arrived. The Network Administrator is working closely with each of the vendors to make sure that all mapping and functionality of the phones and the printers are accurate for each location. Estimated completion date for all projects is August 14th.

**Curriculum**

Curriculum orders were placed July 1 for the upcoming school year. In order to streamline the processing of curriculum orders and their distribution to schools, all physical curriculum will be delivered to Francis Case.

The district's curriculum adoption cycle has been updated to reflect changes in timelines at the state level and revisions to the district purchasing cycle because of those state level changes. Additionally, the Social Studies Adoption Committee will convene this fall to begin the first phase of the adoption cycle (Research current curriculum options and review of the current Social Studies curriculum in Meade). Purchase of new curriculum will likely occur in the 2024-25 school year.