

DOUGLAS SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA

Monday, April 13, 2026

**VANDENBERG ELEMENTARY SCHOOL - Library Conference Room
561 Briggs Street
Box Elder, SD 57719**

5:00 PM

DOUGLAS SCHOOL DISTRICT INVITES YOU TO ATTEND A SCHEDULED ZOOM ROOM MEETING:

Join Zoom Meeting <https://sdk12.zoom.us/j/93009362314?pwd=IEPJ53DHGtLiIbCwbahSqJxxCub2hv.1>
Meeting ID: 930 0936 2314
Passcode: 560777

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

1. Call Meeting To Order:
2. Pledge of Allegiance and Moment of Silence In Honor Of Fallen Soldiers And Active Duty Persons:
3. Recognition:
4. Review of Board Working Agreements:
 - We ask
 - We learn
 - We lead
- 5.
6. Public Forum:
7. Approval of Agenda:
8. Consent Agenda Items:
 - A. Approval of Regular Meeting Minutes for March 23, 2026.
 - B. Approve Personnel Action
 - C. Approve the Purchases and Issuing of Accounts Payable and Payroll
 - D. Approve Conflict Disclosures and Waiver Authorizations Pursuant to SDCL 3-23-3

- E. Construction Materials Testing Services - Dakota Testing & Engineering
- 9. Items Removed From Consent Agenda
- 10. Elementary and Secondary Curriculum and Instruction Items:
 - A. Secondary Academic Updates:
 - Capstone Project for Seniors (Portrait of a Graduate)
 - ACT update
 - Bell Schedule
 - Advisory
 - PLC/Intervention time for students
 - B.
 - C. Portrait of A Graduate - First Reading
- 11. Superintendent Items:
 - A. Approve open enrollment application as recommended under the Emergency Clause of Board Policy JECB - Admission of Non-Resident Students.
- 12. Fiscal Resources Items:
 - A. Make a matter of record that one (1) three-year position for Board Member at Large has been filled:
 - Ben Frerichs
 - The annual School Board Election will not be conducted as there is neither a contested vacancy on the School Board nor any questions submitted to the voters.
 - B. Approve the attached resolutions from the Associated School Boards Protective Trust for the (1) South Dakota School Districts Benefits Fund Adoption and Renewal for July 1, 2026 to June 30, 2027; and the (2) Participation Agreement for July 1, 2026 to June 30, 2027. (Copy Attached)
- 13. Operational Support Services Items:
 - A. Approve First Reading of Revised Board Policies KG, KG-R(1), KG-E(1), and KG-E(2)
- 14. Reports:
 - A. Superintendent:
 - 1. Parent Caregiver Survey Overview
 - B. Committee Reports From Board Members and Comments from Associate Board Members
- 15. Upcoming Calendar Events:
 - April 27 - BOE Meeting, 5:00 pm
 - May 8 - Inclement Weather Make-Up Day NO SCHOOL
 - May 11 - BOE Meeting, 5:00 pm

May 15 - Inclement Weather Make-Up Day NO SCHOOL
May 17 - High School Graduation,

16. Executive Session for 2026-27 Negotiations according to SDCL 1-25-2.4.
17. Action As A Result of Executive Session
18. Adjournment

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

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

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

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

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

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

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

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

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

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

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

1. Agenda and Non Agenda Items:

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

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

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

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

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

3. Authority of Presiding Officer:

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

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

REFERENCES

State Reference:

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

Policy Cross Reference:

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

Adoption History

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

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

DATE _____

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

Please print legibly.

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

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

This is the time for the Public Forum.

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

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

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

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

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

Adopted: 3/14/2022

MINUTES
DOUGLAS SCHOOL DISTRICT
BOARD OF EDUCATION MEETING

Monday, March 23, 2026

The Douglas School District No. 51-1 Board of Education held a Regular meeting on Monday, March 23, 2026 at 5:00 PM in the library conference room at Vandenberg Elementary School, Box Elder, South Dakota. President Tanya Gray presided. Those present were:

Ben Frerichs: Present, Tanya Gray: Present, Amy McGovern: Present, Chris Misselt: Present, Tonya Welch: Present. Jo Anne Mulholland: Alternate Associate Board member, resent.

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

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

There was nothing for public forum.

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

Motion to approve the consent agenda, all items except 7E. This motion, made by Amy McGovern and seconded by Ben Frerichs, Carried.

Approved Regular Board Meeting Minutes of March 23, 2026.

Approved Personnel Action for March 23, 2026. (Attachment)

Approved February Financial Reports. (Attachment)

Approved the Accounts Payable Report. (Attachment)

Approved Second Reading of the following board policies:

New Board Policy GCB-R(1) - National Board Certified Teachers

Revised Board Policy Exhibit IKFC-E - Online Learning Agreement

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

Motion to approve the election ballot for Tanya Gray for the Western Region Associated School Board of South Dakota (ASBSD) Board of Director position. This motion, made by Amy McGovern and seconded by Tonya Welch, Carried.

Superintendent Items:

Motion to amend the current CMAR Contract with Gustafson Builders to include the GMP (Guaranteed Maximum Price) as presented (\$7,312,068.72) for additions to Douglas Middle School. This motion, made by Chris Misselt and seconded by Amy McGovern, Carried.

Motion to approve the State of South Dakota Proclamation recognizing April as the Month of the Military Child. This motion, made by Amy McGovern and seconded by Ben Frerichs, Carried.

Motion to approve Douglas School District Proclamation Recognizing April as the Month of the Military Child. This motion, made by Chris Misselt and seconded by Amy McGovern, Carried.

Superintendent Kevin Case reviewed the Classified Listening Session process and classified staff input.

Fiscal Resources Items:

Motion to approve 2026-2027 Capital Outlay Requests as recommended. This motion, made by Ben Frerichs and seconded by Tonya Welch, Carried.

Operational Support Services Items:

Motion to approve Golden West bid for switch closet reorganization and cleanup as presented. This motion, made by Ben Frerichs and seconded by Amy McGovern, Carried.

Motion to approve RTI bid for purchase and installation of new wireless access points to replace the oldest access points as presented. This motion, made by Amy McGovern and seconded by Tonya Welch, Carried.

Informational Reading of following policies:

- Revised School Board Policy KG - Community Use of School Facilities
- Revised Board Regulation KG-R - Facility Use
- Revised Board Exhibit KG-E(1) - Facility Use Agreement
- Revised Board Exhibit KG-E(2) - Facility Use Fees

Executive Director of Operational Support Services, Tim Kusters shared proposed updates to Board Policy KG- Community Use of School Facilities and its accompanying regulations and exhibits by aligning them with ASBSD language and current practices. The revisions clarify expectations for facility access, liability, supervision, and fee structures while establishing a standardized digital reservation process through the district's online platform. These updates improve administrative efficiency, ensure compliance with state law, and provide clearer guidance for community organizations seeking to use District facilities.

Reports:

Superintendent Kevin Case briefly commented on the recent Parent/Caregiver Survey results which parents had the opportunity to complete during parent-teacher conferences. This is part of the district's work with Studer Education. The percentage scores on the Top Two Boxes increased, as well as a substantial increase in the Net Promoter Score. The results show what we worked on from last year's survey is still what parents want. When we focus on one thing and do it well, everything else will also increase. The results are consistent across the district.

Superintendent Kevin Case and Business Manager Trista Olney attended the Spring NAFIS conference in Washington DC. While there, Superintendent Case met with the leadership of the

OLDCC office who are encouraging the district to apply for the DCIP grant for \$20 million to supplement the new elementary school construction project. South Dakota's federal delegation, comprised of Senator Rounds, Senator Thune and Representative Dusty Johnson, have shown strong support for our district, our kids, and our families. We are excited the federal budget money is coming, yet the process takes time. In the meantime, we are working on communication with the community.

Committee Reports from Board Members and Comments from Associate Board Members

Ben Frerichs commented that it was super exciting to be part of the district process from the beginning on the building projects and funding.

Jo Anne Mulholland said, Thank you for the Month of the Military Child Proclamations supporting our military and dependents.

Amy McGovern gave updates from the Box Elder Area Chamber of Commerce meeting: there will be a Job Fair on April 15; the Air & Space Museum will re-open this week; Auto Zone will open soon; and a Taco Bell is coming. She was glad to be part of the work on the Portrait of a Graduate.

Tanya Gray reminded board members to complete the succession planning google form.

Motion to move into executive session at 5:49 p.m. to prepare for 2026-27 Negotiations according to SDCL 1-25-2.4. This motion, made by Amy McGovern and seconded by Chris Misselt, Carried.

President Tanya Gray called the Board out of executive session at 6:03 p.m.

No action taken.

Motion to adjourn the meeting at 6:03 p.m. This motion, made by Chris Misselt and seconded by Ben Frerichs, Carried.

Tanya Gray, President

Trista Olney, Business Manager

_____ Initials

_____ Date

Published once at the total approximate cost of _____.

February 1, 2026 FINANCIAL	GENERAL FUND	CAPITAL OUTLAY	SPECIAL EDUCATION
BALANCE 01/31/26	(894,120.22)	52,212.41	1,683,170.04
RECEIPTS:			
TAXES	120,583.52	98,268.49	42,611.08
INTEREST	1,415.31	0.00	0.00
ADMISSIONS	5,533.00	0.00	0.00
LOCAL	91.23	0.00	0.00
COUNTY	16,146.68	0.00	0.00
STATE	1,840,925.16	0.00	320,259.00
FEDERAL	45,815.00	362,939.00	311,844.00
OTHER	817.04	224.39	0.00
INTERFUND TRAN.	11,629.89	0.00	0.00
TOTAL RECEIPTS:	2,042,956.83	461,431.88	674,714.08
DISBURSEMENTS:			
VERIFIED CLAIMS	250,937.89	41,125.25	69,170.62
SALARIES	1,970,714.80	0.00	517,249.35
TRANSFERS OUT	0.00		
BALANCE 02/28/26	(1,072,816.08)	472,519.04	1,771,464.15
BALANCE 02/28/25	(405,693.39)	852,690.63	2,023,154.28

February 1, 2026 FINANCIAL	FEDERAL PROJECTS	UNEMPLOY- MENT FUND
BALANCE 01/31/26	(100,426.82)	47,510.70
RECEIPTS:		
LOCAL	250.00	
STATE		
FEDERAL	115,930.00	0.00
REIMBURSEMENTS	0.00	
OTHER (LOCAL) -AFROTC	0.00	0.00
INTERFUND TRAN.		
TRANSFER IN		
TOTAL RECEIPTS:	116,180.00	0.00
DISBURSEMENTS:		
VERIFIED CLAIMS	3,757.19	0.00
SALARIES	118,071.82	0.00
TRANSFERS OUT		
BALANCE 02/28/26	(106,075.83)	47,510.70
BALANCE 02/28/25	1,028,015.54	48,686.70

February 1, 2026 FINANCIAL	DEP CARE	MEDICAL REIMB	IMPACT AID
BALANCE 01/31/26	2,412.40	(4,042.74)	30,812,533.54
RECEIPTS:			
INTEREST	0.00	0.00	11,629.89
FEDERAL	0.00	0.00	1,764,281.00
LOCAL	1,396.26	3,508.38	0.00
OTHER			
INTERFUND TRAN.			
LOANS			
TOTAL RECEIPTS:	1,396.26	3,508.38	1,775,910.89
DISBURSEMENTS:			
VERIFIED CLAIMS	606.68	2,840.87	0.00
EXPENDITURES/TRANSFERS OUT	0.00	0.00	11,629.89
BALANCE 02/28/26	3,201.98	(3,375.23)	32,576,814.54
BALANCE 02/28/25	2,008.42	(6,487.06)	2,841,629.54

February 1, 2026 FINANCIAL	FOOD SERVICE	FIDUCIARY FUNDS
BALANCE 01/31/26	80,168.31	255,865.61
RECEIPTS:		
INTEREST		
SALES	61,354.04	0.00
STATE	0.00	0.00
FEDERAL	74,868.09	0.00
LOCAL	0.00	71,203.92
OTHER	(235.68)	0.00
INTERFUND TRAN.	0.00	
LOANS		
TOTAL RECEIPTS:	135,986.45	71,203.92
DISBURSEMENTS:		
VERIFIED CLAIMS	111,575.50	58,722.55
SALARIES	31,895.41	0.00
BALANCE 02/28/26	72,683.85	268,346.98
BALANCE 02/28/25	178,854.04	251,886.98

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
ACADIENCE LEARNING INC.	187215		3,900.00
ANTHEM SPORTS, LLC	187216		330.11
ASBSD	187217		2,000.00
BJ'S INSTRUMENT REPAIR	187218		80.00
BLACK HILLS ENERGY- AUTO PAY	306		38,803.39
BOX ELDER HARDWARE	187219		296.32
BZT WRAPS	187220		120.00
CENTURY BUSINESS	187222		60.86
Clark, Karline	187224		48.38
COLUMN SOFTWARE PBC	187226		202.59
COUNTRY INN & SUITES- PIERRE	187201		270.77
CRESCENT ELECTRIC	187227		2,410.08
CROWN AWARDS	187201		94.28
DEMCO, INC	187228		208.15
DHS TRACK TEAM	187229		1,000.00
DIVISION OF CRIMINAL INVESTIGATION	187201		450.00
DOUGLAS PETTY CASH	187230		1,420.00
FIDUCIARY ACCOUNT	187234		5,960.96
FLOYD'S TRUCK CENTER	187235		89.43
GILL ATHLETICS	187201		91.52
GLOBAL TEST SUPPLY	187201		676.44
GRAINGER, INC	187236		603.53
GS-JJ.COM	187201		385.00
HIGH POINT NETWORKS, LLC	187237		15.10
HILLYARD INC	187238		181.75
INDEED INC.	187201		14.32
INNOVATIVE OFFICE SOLUTIONS	187239		1,251.48
INSTITUTE FOR MULTISENORY EDUCATION	187240		2,000.00
INSTRUMENTALIST AWARDS LLC	187241		257.00
INTEGRATED TECHNOLOGY & SECURITY	187242		1,620.00
JW PEPPER & SONS, INC.	187243		273.99
KIEFFER SANITATION, INC.-AUTO PAY	302		3,251.14
LA QUINTA INN BY WYNDHAM CHEYENNE	187201		2,133.00
LYNN'S DAKOTAMART	187245		274.23
MG OIL COMPANY, INC.	187246		12,204.16

MIDCONTINENT COMMUNICATIONS- AUTO PAY	303	1,564.11
MIDWEST BUS PARTS, INC.	187247	185.18
NATIONAL STUDENT CLEARING HOUSE	187248	148.75
O'REILLY AUTO PARTS BOX ELDER	187249	6.99
PERFORMANCE REEL	187201	1,236.90
PIZZA HUT- BOX ELDER	187201	335.37
PRINCIPALS CONFERENCE, THE	187250	250.00
PROPHET CORPORATION DBA GOPHER, THE	187251	135.35
RAPID CITY REGIONAL AIRPORT	187201	84.00
RAPID FIRE PROTECTION, INC.	187252	1,006.65
RENAISSANCE	187254	6,400.00
ROBOTICS EDUCATION & COMPETITION	187201	206.00
SAM'S CLUB	187201	283.87
SASD	187255	180.00
SCHOOL SPECIALTY INC.	187256	749.00
SKILLPATH SEMINARS	187201	(11.10)
SOFTWARE UNLIMITED INC	187260	150.00
SPEARFISH HIGH SCHOOL ACTIVITIES	187261	227.35
SQUARESIGNS	187201	496.10
SUPPLIES DEPOT	187201	495.95
TARGET BANK	187201	42.48
TEACHERS SYNERGY, LLC	187263	389.80
TEMPERATURE TECHNOLOGY INC	187264	717.16
TEXAS ROADHOUSE	187201	310.00
thinkAUM	187201	239.00
ULINE SHIPPING SUPPLY SPEC.	187265	688.53
US BANK	187201	173.62
WAL-MART STORES INC	187201	625.10
WEST RIVER ELECTRIC-AUTOPAY	301	2,212.01
WESTERN COMMUNICATIONS, INC.	187266	7,616.70
GENERAL FUND		110,122.85
CENTURY BUSINESS	187222	2,000.09
CAPITAL OUTLAY		2,000.09
CARNEGIE LEARNING	187221	40.00
CHILDREN'S CARE HOSPITAL & SCHOOL	187223	6,426.00
Colpitts, Kourtney	187225	42.25

DELTA AIR LINES	187201	105.00
DOUGLAS PETTY CASH	187230	168.00
ESTMAN, GEORGEANN	187231	425.88
FIDUCIARY ACCOUNT	187234	4,339.57
Lipp, Tara	187244	20.97
LYFT	187201	58.64
LYNN'S DAKOTAMART	187245	39.23
RATWIK, ROSZAK & MALONEY, P.A	187253	684.00
SD DEPARTMENT OF HUMAN SERVICES	187257	12,539.85
SHERATON HOTEL AND CONVENTION CENTER	187258	2,262.00
SHINING PATHWAY ABA, LLS	187259	49,910.00
SUNBELT STAFFING LLC	187262	2,738.00
WAL-MART STORES INC	187201	178.61
WESTERN COMMUNICATIONS, INC.	187266	1,337.41
ZERO TO THREE	187201	30.00
SPECIAL ED		81,345.41
WEBSTAIRANT STORE	187201	1,633.90
FOOD SERVICE		1,633.90
AV PHOTOGRAPHY	187201	42.00
CIRCLE K	187201	876.20
DAKOTA STEAM LEARNING LLC	187201	3,510.00
GRANTS		4,428.20
		199,530.45
CASH-WA DISTRIBUTING COMPANY, INC.	13029	6,956.41
COCA-COLA BOTTLING CO HIGH COUNTRY	13030	1,143.00
GENERAL FUND	13031	58,407.96
PAN-O-GOLD BAKING COMPANY, INC.	13032	693.28
PIZZA HUT- BOX ELDER	13033	1,217.00
PRAIRIE FARMS	13034	8,107.11
REINHART FOOD SERVICE LLC	13035	12,694.39
SERVALL TOWEL & LINEN SUPPLY, INC.	13036	169.98
SYSCO MONTANA	13037	11,493.05
FOOD SERVICE		100,882.18
Grand Total:		300,412.63

DOUGLAS SCHOOL DISTRICT

PERSONNEL ACTION	3/23/2026		
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Certified Resignations/Terminations

	Name	Position	Location	Effective Date
	Jordan Graziano	3rd Grade Teacher	BC	5/22/2026
	Jennifer Feiler	2nd Grade Teacher	FC	3/13/2026 / Assess \$4000 Liquidated Damages
	Jennifer Grover	World Language Teacher	MS	5/22/2026

Classified Resignations/Terminations

	Name	Position	Location	Effective Date
	Allison Schuch	Attendance Secretary	MS	3/16/2026
	Allison Schuch	Cheer Coach	MS	3/16/2026

Certified Voluntary Transfer Request/Assignments

	Name	From Bldg/Position	To Bldg/Position	Effective Date
	Shalee Mamula	BC/1st Grade	BC/2nd Grade	2026-2027
	Kyla Cote	BC/1st Grade	BC/3rd Grade	2026-2027

Certified Staff Hiring

	Name	Location / Position	Wage	Effective Date
	Sadie Cole	BC/High Needs Special Education Teacher	\$54,450.00	2026-2027
	Amy Vandermeer	BC/K-3 Teacher	\$62,450.00	2026-2027
	Taasha Monahan	FC/2nd Grade Teacher	\$53,700.00	2026-2027

Classified Staff Hiring

	Name	Location / Position	Wage	Effective Date
	Lori Bierle	FC/Instructional Aide	\$17.00/hour	3/30/2026

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

DOUGLAS SCHOOL DISTRICT**PERSONNEL ACTION****4/13/2026****Employee Leave of Absence Requests**

Name	Building	Position	Effective Date
BOE See Attached			

Certified Resignations/Terminations

Name	Position	Location	Effective Date
Kimberly Cook	Librarian	HS	05/22/2026
Steven Lundquist	Sped TOSA Case Manager	CARR	05/22/2026

Certified Retirements

Name	Position	Location	Effective Date
Stacey Cowen	Principal	MS	5/22/2026

Classified Resignations/Terminations

Name	Position	Location	Effective Date
Natalie Riggs	Library Aide	VES	4/9/2026
Halee Ruggiero	Instructional Aide	FC	4/5/2026
Nathan Roberts	7th Asst. FB Coach	MS	2026-2027

Certified Voluntary Transfer Request/ Assignments

Name	From Bldg/Position	To Bldg/Position	Effective Date
Theresa Steffy	BC .5 & FC .5/Music	FC/Music	2026-2027
Kevin Militello	MS/7th Grade Science	MS/STEAM	2026-2027
Denise McCormick	VES/5th Grade	VES/STEAM	2026-2027

Classified Voluntary Transfer Request/ Assignments

Name	From Bldg / Position / Hrs / Wage	To Bldg / Position / Hrs / Wage	Effective Date
Shawnee Hellman	MS/Admin Assistant 2 / 8 hrs / \$18.50	MS/Admin Assistant 1 / 8hrs / \$18.50	4/13/2026

Certified Staff Hiring

Name	Location / Position	Wage	Effective Date
Zoey Holt	BC/1st Grade Teacher	\$53,700.00	2026-2027
Isabella San Miguel	VES/5th Grade Teacher	\$55,200.00	2026-2027
Mary Sullivan	VES/5th Grade Teacher	\$63,950.00	2026-2027
Stephanie Paget	VES/5th Grade Teacher	\$58,950.00	2026-2027
Keeley Anderson	MS/7th Science Teacher	\$53,700.00	2026-2027
Jacob Hiser	MS/6th Math Teacher	\$63,950.00	2026-2027

Classified Staff Hiring

Name	Location / Position	Wage	Effective Date
Liz McDole	CO/Registrar	19.25/hr	5/26/2026
Halie Stearns	IT/Tech Support	22.50/hr	4/20/2026
Peter Johnson	CA/Instructional Aide	17.00/hr	04/07/2026
Jackie Stein	MS/Principal Secretary	\$17.75/hr	4/13/2026
Aaron Cox	Transportation/Bus Driver	\$21.00/hr	4/17/2026
Aaron Cox	.5 Grounds & Maint.	\$21.00/hr	4/17/2026
Caitlin Nelson	VES/Instruction Aide ISS	\$17.00/hr	5/11/2026

Temporary Hires				
	Name	Position	Salary	Effective Date
	Destiny Triplet	IT Summer Help	\$13.00/hr	5/26/26 - 6/30/2026
	Lucas Giersberg	IT Summer Help	\$13.00/hr	5/26/26 - 6/30/2026
	Destiny Triplet	IT Summer Help	\$13.00/hr	7/1/2026 - 8/6/2026
	Lucas Giersberg	IT Summer Help	\$13.00/hr	7/1/2026 - 8/6/2026
	Cristie Medina	Summer Feeding Program	\$20.75/hr (208 hrs)	5/26/26 - 6/30/2026
	Laura Rencountre	Summer Feeding Program	\$17.75/hr (208 hrs)	5/26/26 - 6/30/2026
	Merissa Hardy	Summer Feeding Program	\$16.25/hr (182 hrs)	5/26/26 - 6/30/2026
	Gered Pitts	Summer Feeding Program	\$17.75/hr (56 hrs)	5/26/26 - 6/30/2026
	Jamie McAuliffe	Summer Feeding Program	\$17.75/hr (208 hrs)	5/26/26 - 6/30/2026
	Helen Miller	Summer Feeding Program	\$18.50/hr (100 hrs)	5/26/26 - 6/30/2026
	Karina Brown	Summer Feeding Program	\$17.75/hr (208 hrs)	5/26/26 - 6/30/2026
	Melinda Garner	Summer Feeding Program	\$16.25/hr (160 hrs)	5/26/26 - 6/30/2026
	Keeley Anderson	HS Head Volleyball Coach	\$7,187.00	2026-2027
	Nathan Robert	8th Asst. FB Coach	\$2,477.00	2026-2027
Substitute Hires				
	Name	Substitute Teacher	Substitute Classified	Effective Date
	Melinda Garner	Substitute Teacher	Per Substitute Pay Rate	2/19/2026
	Layton Stenkamp	Substitute Teacher	Per Substitute Pay Rate	3/3/2026
	Anastasia Sharp	Substitute Teacher	Per Substitute Pay Rate	3/31/2026
	Tealene Jones	Substitute Teacher	Per Substitute Pay Rate	2/17/2026
	Kyleigh Devincent	Substitute Teacher	Per Substitute Pay Rate	2/26/2026
	Jasmine Johnson	Substitute Teacher	Per Substitute Pay Rate	2/26/2026
	Denise Schleusner	Substitute Teacher	Per Substitute Pay Rate	3/2/2026
	Kaitlyn Lesmeister	Substitute Teacher	Per Substitute Pay Rate	3/16/2026
	Abigail Lee	Substitute Teacher	Per Substitute Pay Rate	3/18/2026
	Lilyana Morgan-Card	Substitute Teacher	Per Substitute Pay Rate	4/1/2026
	Haylee Apland	Substitute Teacher	Per Substitute Pay Rate	4/7/2026
	Leanna Kornish	Substitute Teacher	Per Substitute Pay Rate	4/8/2026
**	Personnel Action additions and updates made after initial publication and before scheduled school board			

PAYROLL EXPENDITURES

MARCH 6 2026

MARCH 20 2026

TOTALS

\$1,274,125.42

\$1,315,224.50

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
A & B WELDING SUPPLY COMPANY INC.	187273		1,501.29
A&J SCREENING	187274		45.00
ACTION MECHANICAL INC	187275		2,278.80
AMAZON.COM	187276		15,367.45
ANYPROMO	187272		617.44
APPLE INC	187278		500.00
BELLE FOURCHE SCHOOL DISTRICT	187279		50.00
BENSOUND MUSIC	187272		34.00
BERS WINDY FLATS RUBBLE SITE	187280		147.00
BEST WESTERN PLUS-LAKEVIEW-MADISON	187281		975.92
BHSSC	187282		5,000.00
BLACK HILLS CHEMICAL CO	187283		5,622.04
BLACK HILLS REGIONAL JOB FAIR	187272		450.00
BOX ELDER HARDWARE	187285		989.51
BZT WRAPS	187286		4,240.52
CAROLINA BIOLOGICAL SUPPLY COMPANY	187288		91.77
Case, Kevin	187289		5,789.25
CENTURYLINK	187291		528.20
CHANGE SPEED RUNNING	187272		906.00
COLUMN SOFTWARE PBC	187293		179.66
CRESCENT ELECTRIC	187295		49.77
CRUM ELECTRIC SUPPLY CO INC	187296		53.14
DELTA AIR LINES	187272		646.80
DENNIS SUPPLY-RC	187297		367.75
DIVISION OF CRIMINAL INVESTIGATION	187272		250.00
EILEENS COLOSSAL COOKIES	187272		42.64
EMC INSURANCE COMPANIES	187298		2,000.00
ENJOY THE WORLD	187272		190.00
FIDUCIARY ACCOUNT	187300		10,606.41
FLOYD'S TRUCK CENTER	187301		744.90
FOOD SERVICE	187303		31.72
GRAINGER, INC	187304		1,168.03
GRIMMS PUMP SERVICE, INC.	187305		21,914.06
HAGGERTYS MUSICWORKS	187306		6.00
HAUFF MID-AMERICA SPORTS INC.	187307		355.73

HIGH TECH HIGH GRADUATE SCHOOL OF	187272	3,000.00
HILLYARD INC	187309	2,422.43
HOLIDAY INN EXPRESS	187272	2,674.00
HYATT REGENCY	187272	4,278.55
INNOVATIVE OFFICE SOLUTIONS	187310	429.45
INTERSTATE BATTERIES	187311	1,390.40
JIMMY JOHN'S	187272	152.25
JONES SCHOOL SUPPLY	187272	104.50
JW PEPPER & SONS, INC.	187312	346.09
KIEFFER SANITATION	187313	102.96
LOWE'S BUSINESS ACCOUNT	187272	239.00
LYFT	187272	67.40
LYNN JACKSON SHULTZ & LEBRUN PC INC	187316	1,129.00
LYNN'S DAKOTAMART	187317	200.83
MENARDS	187318	761.14
MG OIL COMPANY, INC.	187319	14,889.11
MIDWEST BUS PARTS, INC.	187320	1,094.52
MONTANA DAKOTA UTILITIES COMPANY, INC.	307	13,442.88
NORTH CENTRAL BUS & EQUIPMENT CO. INC	187322	156.81
Pettit, Ann	187324	323.69
POWER HOUSE	187326	97.20
PRO-LAB	187272	60.00
RATNA SAMBHAVA, LLC	187327	448.00
REDBIRD FLIGHT SIMULATIONS, INC	187328	42.66
REGION 8 MUSIC CONTEST	187329	500.00
RIVERSIDE TECHNOLOGIES INC	187330	5,800.00
SAM'S CLUB	187272	332.78
SD ASSOCIATION OF SCHOOL BUSINESS	187331	135.00
SDASP	187332	250.00
SIGNS ON THE CHEAP	187272	209.95
SOUTH DAKOTA ONE CALL	187333	23.10
SPEARFISH MIDDLE SCHOOL	187334	30.00
STAGECOACH WEST BUS INC	187335	15,427.00
STICKER MULE	187272	104.00

STORMWIND, LLC	187336	4,140.00
STUDER EDUCATION, LLC	187272	846.00
SUPPLIES DEPOT	187272	(421.55)
TEMPERATURE TECHNOLOGY INC	187338	1,609.03
TERRYBERRY	187339	30.79
UNITED AIR LINES	187272	1,373.92
UPS STORE	187272	51.58
US BANK	187272	237.40
VANWAY TROPHY & AWARD, INC.	187340	554.00
VERIZON WIRELESS	187341	298.69
VIVACITY TECH PBC	187342	529.00
VOYAGER FLEET SYSTEMS, INC.	187343	402.74
WAL-MART STORES INC	187272	74.46
WEST RIVER ELECTRIC-AUTOPAY	308	2,077.05
WESTERN STATES FIRE PROTECTION COMPANY	187344	1,740.00
GENERAL FUND		167,948.61
CANFIELD	187287	12,843.01
CLINIC OUTFITTERS	187292	9,107.49
FOLLETT CONTENT SOLUTIONS, LLC	187302	820.04
HENRY, DAWN	187308	50.95
PERFECT WAVE PRODUCTIONS	187323	47,460.20
PINO, MARIA	187325	9.50
WEBSTAIRANT STORE	187272	1,013.57
CAPITAL OUTLAY		71,304.76
AMAZON.COM	187276	2,166.94
Anderson, Kjerstin	187277	5.00
BONILLA, BLANCA	187284	224.77
CREATIVELY FOCUSED LLC	187294	9,625.00
DELTA AIR LINES	187272	681.80
ESTMAN, GEORGEANN	187299	449.54
HILTON SAND DIEGO BAYFRONT	187272	323.69
LINGUALINX LANGUAGE SOLUTIONS, INC	187314	131.19
LRP CONFERENCES	187315	295.00
LYFT	187272	53.19
NCS PEARSON, INC.	187321	310.36
SUNBELT STAFFING LLC	187337	2,516.00

UBER	187272	93.12
UNITED AIR LINES	187272	280.00
US BANK	187272	7,720.62
WAL-MART STORES INC	187272	489.55
SPECIAL ED		25,365.77
WEBSTAIRANT STORE	187272	86.42
FOOD SERVICE		86.42
AMAZON.COM	187276	2,458.01
CASH - PUPIL PERSONNEL	187290	53.44
CIRCLE K	187272	724.36
DAYLIGHT DONUTS	187272	2,557.35
DOMINOS PIZZA- BOX ELDER	187272	163.36
HAGGERTYS MUSICWORKS	187306	170.00
PIZZA HUT- BOX ELDER	187272	341.92
GRANTS		6,468.44
		271,174.00
AMAZON.COM	13039	77.96
CASH-WA DISTRIBUTING COMPANY, INC.	13040	8,349.58
COCA-COLA BOTTLING CO HIGH COUNTRY	13041	597.00
DUBRAY, MIA	13042	100.00
GENERAL FUND	13043	54,735.44
PAN-O-GOLD BAKING COMPANY, INC.	13044	1,060.78
PIZZA HUT- BOX ELDER	13045	1,237.00
PRAIRIE FARMS	13046	9,904.64
REINHART FOOD SERVICE LLC	13047	28,046.05
SERVALL TOWEL & LINEN SUPPLY, INC.	13048	259.38
SYSCO MONTANA	13049	13,151.01
FOOD SERVICE		117,518.84
DOMINOS PIZZA- BOX ELDER	50824	64.26
FINNFLIER	50824	209.00
FIVE BELOW	50824	98.77
FUJI JAPANESE STEAKHOUSE & SUSHI BAR	50824	464.10
HOBBY LOBBY CREATIVE CENTER	50824	124.66
JUMP N SLIDE ADVENTURE PARK	50824	1,463.64
PILLEN OPTICAL	50824	100.00

PIZZA HUT- BOX ELDER	50824	312.06
PUTZ N GO	50824	151.75
SAM'S CLUB	50824	3,275.53
THROWS PRO	50824	630.99
WAL-MART STORES INC	50824	974.07
STUDENT ACTIVITY		7,868.83
Grand Total:		396,561.67



Dakota Testing & Engineering, LLC
11920 Quaal Rd, Ste A Black Hawk, SD 57718
605 484 8211
Dte-llc.com

March 26, 2026

Douglas School District
400 Patriot Dr.
Box Elder, SD 57719

Attn: Kevin Case, Superintendent

RE: Construction Materials Testing Services
Douglas MS Addition
Box Elder, SD

Mr. Case,

To assist you, Dakota Testing & Engineering (DTE) presents this proposal outlining our understanding of the project, a general “scope of services” associated with performance of quality assurance testing services, and our estimate of most probable fee associated with our project activities. All such issues are presented to assist you in the construction of the above-mentioned project.

Scope of Work

We understand activities on this project will require general construction material testing as well as special inspection services as defined within the most recent IBC. We present below a generalized “scope of services” associated with our involvement on this project.

- Perform engineering observations of excavations for project foundations and execute quality assurance services for evaluation of native soils and engineering fill used in support of project structural elements.
- Perform quality control services associated with construction of project foundations, erection of any structural steel and masonry. Such services may include observation to document completed work conforms to appropriate criteria.
- Additional services for non-structural items may include testing of at-grade and exterior concrete, testing of soils placed as backfill and, upon authorization, observation and testing of any exterior pavements.



Overview of Services

DTE proudly offers engineering and testing services throughout the Upper Midwest including;

- Geotechnical (soil and bedrock engineering)
- Contract Drilling
- Materials engineering
- Special inspections
- Forensic/investigative environmental, geotechnical and materials consulting and testing services
- Quality assurance and quality control
- Owner's project representation

DTE Professional Staff

The DTE office employs 8 professionals who are available to provide geotechnical engineering, materials testing and special inspection services. These professionals consist of a registered engineer, project managers, special inspectors, drilling staff, laboratory and field technicians. DTE employees receive and maintain the appropriate certifications based on the requirements of the engineering, construction and testing industries. These certifications demonstrate our high level of professionalism, client satisfaction and commitment to quality.

Certifications

- ACI level I Field Technician
- ACI level II Technician
- CWI Welding
- ICC Welding
- ICC Structural Steel and Bolting
- ICC Masonry
- ICC Reinforced Concrete
- ICC Fireproofing
- ICC Soils
- SDDOT AC Agg Testing
- SDDOT Hot Mix Testing
- SDDOT AC Roadway Inspection
- SDDOT Agg Testing
- SDDOT Concrete Paving
- SDDOT Concrete Plant Inspection
- SDDOT Earthwork
- SDDOT Erosion & Sediment Control
- SDDOT Soils
- SDDOT Structures

Capabilities

- Floor Flatness/Floor Levelness
- Pavement Coring
- Dynamic Cone Penetrometer (DCP)
- Field and Lab Resistivity Testing
- Rebar Pull Testing



Fees

We estimate our services should require intermittent, part-time representation for a significant portion of the project based on our services at other similar projects. As such, we estimate our fees on this project will most likely be **\$20,880.00 with Special Inspection or \$14,765.00 without Special Inspections**. Actual cost of services will be based on level of effort necessary for respective testing items and special inspection criteria, and whether any unforeseen or varying conditions may require our services, if so encountered during site correction. The appended Table 1 presents our estimate of services for the respective service categories. **DTE’s estimate of fees is based on the plans and specifications for the project. DTE’s associated cost does not include any additional testing or labor due to out of spec material, tests, special inspections or standby time due to work not being ready or late concrete. These items will be billed additionally at our unit rate costs associated with the project.**

- A. Actual fees for our services are independent of the estimated level of effort and *will be invoiced to you monthly per the respective unit rates of Table 1*. The unit rates of Table 1 are for specific services provided during 2026. A four percent increase in base rates will be added to project unit rates for services in subsequent years, if so necessary. [Note]- Under provisions of this agreement, a late payment FINANCE CHARGE will be computed at the rate of 3.0% per month, which is an ANNUAL PERCENT RATE OF 36%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice.

Of special note, we reserve the right to make additional and immediate adjustment to the mileage unit rate or trip charges of Table 1 due to the highly volatile change in fuel price. This proposal is valid for services provided through **September 2026**, when executed and returned to DTE by **May 2026**. The attached General Conditions are integral to and herein appended to this proposal.

Please indicate your acceptance of this proposal by endorsing the enclosed copy and returning it to us. We appreciate the opportunity of submitting this proposal and look forward to working with and being a part of your team. Contact us at (605) 484-8211 if you have any questions regarding this proposal.

Respectfully,

Dakota Testing & Engineering, LLC

Douglas School District

Earl Severn
Owner/President

Authorized Signature:

Dani Severn
Project Manager/Vice President

Printed Name:

Date:

Attachments: General Conditions
Table 1

GENERAL TERMS & CONDITIONS

CONTRACT

- a. The foregoing Proposal and these General Terms and Conditions constitute the contract (hereinafter, "Contract") between Dakota Testing & Engineering, LLC, (hereinafter, "DTE") and the party signing the Client Authorization (hereinafter, "Client")
- b. If Client directs DTE to proceed with Services (as defined below) prior to execution of this Contract, or if Client allows DTE to continue with Services after having received this Contract, it is understood that each party is bound by the terms and conditions of this Contract whether or not Client has signed this Contract.

2.0 SERVICES

- a. DTE will provide Client with the services specified in the Proposal (hereinafter, "Services" or "Scope of Services") in accordance with the Contract's terms. Services enumerated in writing in the Contract are considered Basic Services. Services not specifically enumerated in writing in the Contract are not included in the scope of DTE's Services and are not DTE's responsibility.
- b. Should the need arise for DTE to expand our services in response to conditions or events outside our control, DTE would, under Client's direction, submit a separate proposal providing such Additional Services. Additional Services are not included under Basic Services nor are they covered by the compensation for Basic Services.
- c. DTE will provide Services to Client as an independent contractor and not as the Client's employee, agent, partner, or joint venturer.
- d. DTE shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site. If, while performing the Services any hazardous substances or conditions are discovered or encountered that pose unanticipated risks or costs, it is agreed that the scope of Services, time schedule and the estimated Contract costs shall be reconsidered and that this Contract may, at DTE's option, be re-negotiated or terminated. If the Contract is so terminated, Client shall pay DTE for the Services performed up to the date of termination plus DTE's reasonable termination and demobilization costs and expenses.
- e. If DTE's performance of the Services is delayed by Client or by any other circumstance beyond DTE's direct and reasonable control, then the time for DTE's completion of the Services shall be automatically extended based upon the duration and impact of each such delay and DTE shall be entitled to additional compensation from Client

3.0 GENERAL RESPONSIBILITIES

- a. DTE shall not be responsible for the performance of any activity or obligation other than the Services specified in the Contract, and DTE's performance shall not be construed as relieving Client or any third party of their responsibilities. DTE shall have no responsibility for, or any liability pertaining to: (1) the superintending, supervising, or directing of the work of any independent contractor, agent or employee of Client or any third party; or (2) the results or consequences of work performed by any such independent contractor, agent or employee of Client or any third party; or (3) any claims or allegations of rights by any person or party other than Client relating to DTE's Services; or (4) for job site safety at the location which is the subject of this Contract (hereinafter, "Site").
- b. DTE will be responsible for obtaining only those government permits, approvals and authorizations that are specified in the Scope of Services of the Contract. DTE is not responsible for project delays, damages or impacts due to the government's failure to issue said permits in a timely fashion.
- c. Unless otherwise expressly agreed by DTE and Client in writing, DTE's performance of its Services and all related Documentation (as defined in Section 8.0) are solely and exclusively for the benefit of the Client and no person or entity other than Client may rely upon the Services or any Documentation related thereto.

4.0 CLIENT RESPONSIBILITIES

- a. Client will make available to DTE all known information regarding existing and proposed requirements which affects the work, including but not limited to: specifications, contracts, recommendations, plans and change orders.
- b. Client will immediately transmit to DTE any new information that becomes available to Client or Client's contractors or subcontractors, so that recommended actions can be reviewed.
- c. Client will provide a representative to answer questions about the project when required by DTE upon 24-hour notice.

- d. Client will not hold DTE liable for any incorrect advice, judgment, or decision based on any inaccurate information furnished by or on behalf of Client, and Client will indemnify DTE against liability arising out of or contributed to by such information.
- e. DTE shall be entitled to additional compensation for all extra work caused by or resulting from the failure of the information provided to accurately describe the Site conditions.
- f. With the exception of those specified as DTE's responsibility in the Scope of Services, Client shall timely obtain all necessary permits, governmental approvals and access agreements to allow DTE and its agents access to the Site and any buildings thereon.
- g. Client is responsible for notifying property owner(s) of the nature, scope and timing of DTE's work, along with any potential damage that may occur during the execution of said work.
- h. Client shall provide reasonable safe access to the proposed location of work including but not limited to slopes, distance from unities, removal of site obstructions, etc.

5.0 DTE RESPONSIBILITIES

- a. DTE will perform its Services consistent with the level of care and skill ordinarily exercised by members of the geotechnical and materials testing profession currently practicing under similar conditions (the "Standard of Care"). No warranty of any kind, expressed or implied, is made by DTE.
- b. DTE will be responsible to Client for DTE's data, interpretation and recommendations, but will not be responsible for interpretation by others.
- c. DTE will take reasonable precautions to prevent damage to property. However, unless specifically included in the Scope of Services DTE will not be responsible for the repair or cost of repairs of property including but not limited to pavements, turf, walks, vegetation, utilities, irrigation, buildings or any other site improvements.

6.0 INSURANCE

- a. DTE will carry worker's compensation insurance and public liability, property damage, and errors and omissions insurance policies, which DTE considers adequate. In addition to any other limitations set forth in this Contract, it is agreed that in no event will DTE be responsible for loss, damage or liability beyond the limits and conditions of DTE's available insurance. DTE will not be responsible for any loss or liability arising from the negligence of Client or by other persons or entities employed by Client.

7.0 COMPENSATION

- a. DTE's Proposal specifies if the fee is a fixed fee or an estimate based on set rates. Unless specifically stated in the Proposal, Client acknowledges that the fee estimate will not be construed to be a maximum or not to exceed amount.
- b. DTE will submit invoices to Client monthly, and a final invoice upon completion of Services. Invoices will show charges based on current DTE Fee Schedule or other basis agreed upon in writing. A detailed separation of charges and backup data will be provided at Client's request.
- c. Client shall notify DTE immediately if there are any issues relating to the invoice format, amounts, name of responsible party or any other factors preventing payment of the invoice as submitted.
- d. Unless specifically stated in the Proposal, DTE's fees will not be subject to retainage.
- e. Unless specifically stated in the Proposal, payment of invoices for DTE Services shall not be contingent upon project financing or payments received by Client from other parties.
- f. Client will pay the balance stated on the invoices unless Client notifies DTE in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. DTE will strive to resolve Client's concerns in a timely manner as long as the balance of the invoice is paid within the terms of this Contract. In the event Client fails to bring a billing dispute to DTE's attention notifies DTE in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. DTE will strive to resolve Client's concerns in a timely manner as long as the balance of the invoice is paid within the terms of this Contract. In the event Client fails to bring a billing dispute to DTE's attention within the 15-day period, Client waives the right to later dispute the invoice.
- g. Payment is due upon receipt of invoice and is considered past due thirty

GENERAL TERMS & CONDITIONS

- within the 15-day period, Client waives the right to later dispute the invoice.
- h. In the event Client fails to pay DTE within sixty (60) days following invoice date, DTE may consider the default a total breach of this Contract and all duties of DTE under this Contract may be terminated by DTE.
 - i. Partial payments received will first be applied to accrued late charges, then expenses and then to the principal balance.
 - j. Client agrees that DTE may increase its billing rates/fees on each anniversary of this Contract.
- 8.0 OWNERSHIP OF DOCUMENTS / SAMPLES
- a. Client acknowledges that the reports, data, plans, specifications, representations, correspondence and all other documents prepared by DTE as part of its Services under this Contract (collectively referred to as "Documentation") are instruments of DTE's service to Client. Client agrees to defend, indemnify and hold harmless DTE and its officers, directors, shareholders, employees and agents from and against any and all claims, damages, losses and related expenses (including reasonable attorneys' fees, disbursements, expert witness fees, and other costs of court and litigation) in any manner arising from or relating to: (i) any re-use of the Documentation without the prior written authorization of DTE, or (ii) any use of, or reliance on, the Documentation by any person or entity other than Client without the prior written authorization of DTE.
 - b. Client agrees that all Documentation and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
 - c. DTE will retain all pertinent records concerning Services performed for a period of two (2) years after the report is sent; during that time the records will be made available to the Client during DTE's normal business hours.
 - d. DTE will retain representative samples for 30 days after submission of DTE's report, after which time they will be destroyed without further notice to Client. Upon request by Client, samples can be shipped, charges collect, to a destination selected by Client; or DTE can store them for an agreed upon storage charge.
- 9.0 DISPUTES
- a. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Contract, including, but not limited to, breach thereof, shall be referred for mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to litigation.
 - b. In the event of any litigation arising out of or relating to this Contract or the Services, the prevailing party shall be entitled to reasonable attorneys' and experts' fees, court costs and other costs of collection including DTE's labor costs in connection with the prosecution of any collection lawsuit.
- 10.0 LIMITATION OF LIABILITY
- a. CLIENT understands that the Services provided by DTE involve the application of scientific and technical skill, judgment and discretion that is not an exact science and that DTE cannot and does not guaranty the results of its Services. Instead, DTE agrees to perform the Services according to the Standard of Care.
 - b. Notwithstanding anything to the contrary: (i) DTE shall in no event be liable or responsible to Client or any other person or entity for consequential, incidental, indirect, punitive, exemplary or special damages, including without limitation any governmental fines, penalties or liabilities, lost profits, or other economic loss, whether based on contract, tort or other legal theory, arising from or in any way related to the Services or this Contract; and (ii) in no event will DTE's total liability to Client or any other person or entity arising from or in any way related to the Services or this Contract, whether based on contract, tort or other legal theory, exceed the total amount paid to DTE by Client for the Services giving rise to such claim or \$20,000, whichever is less.
 - c. Client agrees to defend, indemnify and hold harmless DTE and its officers, directors, shareholders, employees and agents from and against any and all claims, damages, losses and related expenses (including reasonable attorneys' fees, disbursements, expert witness fees, and other costs of litigation) in any manner arising from or relating to the Services, except to the extent arising from DTE's sole negligence, fraud, or willful or negligent violation of law.
 - d. Client will notify any contractor or subcontractor who performs work in connection with any work done by DTE of the limitations of liability and indemnity terms in this Contract, and shall require as a condition precedent to their performing their work, a like indemnity and limitations of liability on their part as against DTE. In the event the Client fails to obtain a like limitation and indemnity, Client agrees to indemnify DTE for any liability to any third party.
- e. DTE shall have no liability for any failure to perform or delay in performance due to any circumstances beyond its reasonable control.
- 11.0 TERMINATION
- a. This agreement may be terminated by either party upon seven (7) days written notice if there is substantial failure by the other party to perform. Termination will not be effective if substantial failure is remedied before expiration of the seven days. Upon termination, other than for DTE's default, DTE will be paid for Services rendered plus reasonable termination expenses.
 - b. If the Contract is terminated prior to completion of all reports contemplated by the agreement, or suspended for more than three (3) months, DTE may complete analysis and records as are necessary to complete its files and may complete a report on the Services performed. Termination or suspension expenses will include direct costs of completing analysis, records and report.
- 12.0 ASSIGNS
- a. Neither party may assign duties or interest in the Contract without the written consent of the other party.
- 13.0 MISCELLANEOUS
- a. If any provision or provisions of this Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
 - b. This Contract is the entire agreement between DTE and Client and it supersedes all prior written or oral agreements with respect to the subject matter hereof. No amendment or assignment of the Contract shall be effective unless agreed to in a writing signed by authorized representatives of both parties.
 - c. The provisions of this Contract relating to the limitation of liability and damages, warranties, indemnification, use of plans, specifications, reports and all other Documentation provided by DTE and those specifying choice of law, dispute resolution, notice, waiver, and severability shall survive termination of this Contract.
 - d. The terms of this Contract and its enforcement and interpretation shall be governed by the laws of the state where the project is located, and the parties agree that any dispute arising under this Contract will be resolved in the courts of such state. If any provision of this Contract is determined to be unlawful, invalid or unenforceable, that provision shall be severed from the Contract and shall not render this Contract, or any other of its other provisions, unlawful, invalid or unenforceable.
- 14.0 PRE-LIEN NOTICE
- a. By signing this Contract Client represents and warrants that it either owns fee title to, or has the legal right to direct DTE to perform Services in connection with, the site of the project and that there is presently nothing to prevent DTE from filing a lien against the site of the project.
 - b. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

**ASSOCIATED SCHOOL BOARDS
PROTECTIVE TRUST
SOUTH DAKOTA SCHOOL DISTRICT BENEFITS FUND
ADOPTION AND RENEWAL MOTION**

BE IT HEREBY MOVED AND RESOLVED by the Douglas School District School Board of the Douglas School District, acting in pursuant to SDCL ch. 1-24 and SDCL 13-10-3, 13-8-39, and the general authority of SDCL title 13, and hereby adopts, approves, and ratifies the South Dakota School District Benefits Fund Participation Agreement as attached hereto as EXHIBIT A, effective as of the time of adoption of this Motion.

BE IT FURTHER MOVED AND RESOLVED that the Protective Trust Joint Powers Agreement and Bylaws are hereby adopted, and further that actions taken under the ASB Protective Trust Joint Powers Agreement and Bylaws and the South Dakota School District Benefits Fund Participation Agreement since the time and date the District initially joined said Trust are hereby ratified and approved to the same extent and effect as if each amendment thereto had been separately submitted and to the Board for approval prior to execution by the Superintendent and Business Manager.

BE IT FURTHER MOVED AND RESOLVED that the Superintendent and Business Manager are hereby authorized to execute, on behalf of the District, the present South Dakota School District Benefits Fund Participation Agreement as it presently exists and may from time to time be amended and approved pursuant to the Bylaws herein adopted. Each succeeding Participation Agreement changing in any manner the benefits, contributions, or obligations arising under the South Dakota School District Benefits Fund shall be submitted to the Board for approval prior execution by the Superintendent and Business Manager.

IT IS FURTHER MOVED AND RESOLVED that coverage provided in the South Dakota School District Benefits Fund Participation Agreement shall extend from 12:01 a.m. CST, July 1, 2026 to 12 midnight CST, June 30, 2027. The contribution required for such coverage is as set forth in the attached EXHIBIT A renewal letter and by this reference incorporated herein.

There is hereby delegated to the Superintendent the authority to carry out, or to further delegate subject to his supervision and responsibility, the obligations of the District identified in the Bylaws approved herein, the Participation Agreement, and the

Master Contracts provided by the Trust Administrator. Finally, the Board hereby agrees to indemnify the Trust and its members, pursuant to the process established in the Bylaws approved herein, the full amount of any assessment levied by the Trust Fund Board, including termination contribution, pursuant to the Bylaws and the full amount of any contribution agreed to in the current or subsequent Participation Agreements approved by the Board as submitted upon proper vouchers.

Done this _____ day of _____, 2026, at _____ South
Dakota.

School Board President

I hereby certify that the foregoing Motion was adopted by the Douglas School District School Board in open session at a regularly-called meeting on the ____ day of _____, 2026.

Business Manager

ASSOCIATED SCHOOL BOARDS PROTECTIVE TRUST
SOUTH DAKOTA SCHOOL DISTRICT BENEFITS FUND
PARTICIPATION AGREEMENT

WHEREAS, the Douglas School District (hereinafter "DISTRICT," "MEMBER," "PLAN SPONSOR," or "EMPLOYER") has, by resolution of its duly-elected governing body, adopted the ASB PROTECTIVE TRUST JOINT POWERS AGREEMENT AND BYLAWS;

WHEREAS, the DISTRICT is desirous of receiving health benefit coverage as provided in this Agreement and the "SUMMARY PLAN DESCRIPTION" (hereinafter "SPD"), incorporated herein by this reference, for each named employee eligible for coverage and listed on the "Enrollment Form" provided by the EMPLOYER (hereinafter "COVERED EMPLOYEE");

WHEREAS, the SOUTH DAKOTA SCHOOL DISTRICT BENEFITS FUND (hereinafter "Benefit Fund") exists for the purpose of providing health care coverage for MEMBER DISTRICT employees; and WHEREAS, the ASSOCIATED SCHOOL BOARDS OF SOUTH DAKOTA (hereinafter "ASBSD") has been designated as the "Trust Administrator" herein;

NOW THEREFORE BE IT AGREED AS FOLLOWS:

SECTION I
DEFINITIONS

- 1.1. ASBSD -- Associated School Boards of South Dakota.
- 1.2. ASB Protective Trust -- An unincorporated assessable association operating under the laws of the State of South Dakota to provide health, property, worker's compensation, and liability coverage for school districts and public agencies which have elected to participate in a pool arrangement and their employees in South Dakota (hereinafter referred to as "").
- 1.3. Benefit Fund -- The South Dakota School District Benefits Fund, as well as its Claims Supervisor or other designated entity.
- 1.4. Claims Supervisor -- Wellmark BCBS of SD, 1601 W Madison Street, Sioux Falls, SD 57104, Phone 1-800-831-4818.
- 1.5. Covered Employee -- An eligible employee, defined as an "eligible member" in the "SUMMARY PLAN DESCRIPTION," who has completed the enrollment form, whose name and social security number has been reported to the Trust Administrator, and for whom the contribution has been made.
- 1.6. Coverage Period -- The term of this Agreement is one year. Coverage shall be on a monthly basis. Coverage shall be deemed continuing unless terminated as provided herein or when the EMPLOYER fails to make timely monthly contributions.
- 1.7. Date of Termination -- A date not less than sixty (60) days from receipt of notice of termination by the Trust Administrator.

1.8. Earned Contribution -- Active Employee, Retiree and COBRA revenue received by the FUND from a MEMBER for a specific month.

1.9. Health Care Coverage or Plan -- Health care benefits, as elected by the Plan Sponsor, and employee, may include medical and life, as provided in the then current version of the applicable "SUMMARY PLAN DESCRIPTION" for the plan the employee is enrolled at the time of a claim, including amendments thereto, and as further defined and limited in this Agreement and the Trust Bylaws.

1.10. Total Earned Contribution -- Active Employee, Retiree and COBRA revenue received by the FUND from all MEMBERS in aggregate on an annual basis.

1.11. Trust Administrator -- Associated School Boards of South Dakota, 306 East Capitol, Pierre, South Dakota 57501, Telephone (605) 773-2500, FAX (605) 773-2501.

SECTION II OBLIGATION OF PARTICIPATING EMPLOYER

2.1. **Contribution.** Each participating EMPLOYER shall be responsible for prompt and timely payment of the applicable contribution. The contribution, which includes the employer and employee portions, shall be paid **monthly** by the EMPLOYER. The amount of contribution required is as set forth in the Adoption and Renewal Motion, attached hereto, and incorporated herein by this reference, if duly executed by an authorized representative of the TRUST and approved by the MEMBER'S governing board. Contribution amounts are calculated on an annual basis or such shorter period as may be agreed upon. **The District's contributions are due on the first of each month and is delinquent after the fifth day. Delinquent accounts will accrue interest and penalties.**

2.2. **Eligibility.** The EMPLOYER shall track and maintain employee eligibility at all times in accordance to the **ASSOCIATED SCHOOL BOARDS PROTECTIVE TRUST ADMINISTRATIVE PROCEDURES FOR ELIGIBILITY FOR GROUP HEALTH COVERAGE** document contained within the SPD and adhere to the EMPLOYER'S own expressly stated hours of eligibility and effective date of coverage within the guide. The EMPLOYER shall notify the FUND through the EMPLOYEE enrollment or change in eligibility process of any employee change in eligibility at the end of each month. If it is discovered that any claims have been paid by the FUND or the FUND's stop loss carrier on a non-eligible employee, such claims shall be the responsibility of the EMPLOYER, who shall reimburse the FUND and/or the FUND's stop loss carrier, whichever is applicable, for all such paid claims.

2.3. **Notice of Enrollment and Unenrollment.** In addition to executing and returning this Agreement and its attachments and promptly complying with the requirements of the ASB Trust Bylaws, the EMPLOYER shall provide the Trust Administrator with a completed enrollment form for each eligible employee when hired or added and provide monthly notice of and date that each eligible employee is terminated, deleted, or removed from the group along with the payment of the contribution.

2.4. **Confidentiality.** The EMPLOYER will keep all medical information regarding a covered employee separate from the employee's personnel file and will comply with the provisions of all applicable state and federal law with respect to confidential medical information.

2.5. **COBRA.** Each EMPLOYER shall provide timely notice of coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) to each employee who loses health coverage under the Benefit Fund or whose eligible spouse or eligible dependents lose health coverage under the Benefit Fund and shall provide to the Trust Administrator a copy of the affected employee's or qualified beneficiary's written election to continue or decline coverage under COBRA. Failure of the EMPLOYER to give timely notice of COBRA coverage to an eligible employee or qualified beneficiary shall result in the EMPLOYER being responsible for providing COBRA continuation coverage for any affected employee or qualified beneficiary. The cost for continuing coverage under COBRA shall be no more than one hundred two percent (102%) of the rate for the affected employee's or qualified beneficiary's coverage. Payment of contributions for continuing coverage under COBRA is the affected employee's responsibility or, if elected by the EMPLOYER, the EMPLOYER's responsibility. Failure of the affected employee to make timely payment shall terminate COBRA coverage. Payment made by the affected employee must be received within the allowable timeframe according to COBRA regulations.

2.6. **Providing Plan Information.** The EMPLOYER shall at the time of enrollment and thereafter annually provide a copy of the current and applicable SUMMARY PLAN DESCRIPTION to each covered employee and may advise the employees that this Participation Agreement together with the ASB Trust Bylaws apply to the employee's coverage which are available for inspection without charge during business hours at the EMPLOYER'S business office. The EMPLOYER shall advise all covered employees that the provisions of this Participation Agreement and the ASB Trust Bylaws are binding requirements of coverage, and that the SPD is only a description of benefits.

2.7. **Health and Safety Conditions.** The EMPLOYER agrees to not knowingly allow any condition to exist in the workplace which is detrimental to the health and safety of the covered employees. The EMPLOYER agrees to allow the Benefit Fund, its Trust Administrator, Claims Supervisor, or the designee of any of them, to inspect the EMPLOYER'S premises in order to determine whether any condition detrimental to the health or safety of the covered employees exists. The EMPLOYER acknowledges that neither the Trust Administrator nor the Claims Supervisor is obligated to make any inspection or recommendation with regard to health and safety conditions.

SECTION III OBLIGATIONS OF THE BENEFIT FUND

3.1. **Coverage.** The Benefit Fund agrees to provide coverage for eligible claims by covered employees timely submitted as described in the applicable SPD for the plan in which such covered employee is enrolled at the time of a claim.

3.2. **Claims Forms.** The Benefit Fund shall provide to the EMPLOYER an adequate number of claim forms for use by covered employees in submitting claims.

SECTION IV
TRUST OBLIGATIONS

4.1 **Management and Administration.** The Trust shall manage and administer the TRUST. The management and administration of the Trust shall be performed by the Trust or its designee upon the direction and advice of the Trust Board

4.2 **Authority and Obligations.** Management and administration of the Trust shall include, but not be limited to, the following authority and obligations:

- (1) Evaluation and establishment of reserves for claims.
- (2) Investigation and adjusting of claims.
- (3) Making payment of compensable benefits as required under the Bylaws, this Participation Agreement, and the applicable Summary Plan Description.
- (4) Negotiating settlements of claims or suits against the MEMBER or TRUST as authorized or approved pursuant to policies of the Trust Board and securing appropriate releases upon settlement of claim.
- (5) Selecting and monitoring attorneys employed to defend claims or suits against the MEMBER or the TRUST.
- (6) Monitoring claims for subrogation and undertaking recovery efforts when economically feasible and advisable.
- (7) Maintaining reports identifying MEMBERS' claims by category, payments made, and reserves of claims. Such reports shall be available to MEMBERS and each Trustee as required by policies adopted by the Trust Board.
- (8) Providing such reports and documentation as required by any applicable Summary Plan Description.
- (9) Preparing and filing reports required by the state or federal government or agencies thereof.
- (10) Providing or contracting for loss control and developing and disseminating loss control programs to reduce losses to the MEMBERS.
- (11) Monitoring frequency and severity of claims' performance of MEMBERS.
- (12) Establishing rating structures to determine MEMBER contributions, providing billing to MEMBERS for contributions and providing notices to MEMBERS regarding contribution changes and assessments.

(13) Securing insurance coverage, excess insurance coverage, reinsurance, stop loss agreements, endorsements, and other indemnification agreements, both as to specific individual claims and aggregate claims as determined by the Trust Board, and determining the amount of retention for claims, if any, in each area of coverage by the TRUST.

(14) Developing programs for TRUST expansion.

(15) Determining proposed distributions to MEMBERS of excess reserves, proposed payment of assessments, if any, based upon the Fund's performance or such criteria in accordance to the ASB Protective Trust By-Laws.

(16) Providing billing, collection, and auditing of contributions to the TRUST by MEMBERS.

(17) Retaining and authorizing outside legal and financial assistance.

(18) Entering into an Administrative Services Agreement with a third party delegating the responsibilities and authorities of management of the Trust Obligations upon the approval and advice of the Trust Board

(19) Performing an annual audit in accordance to the ASB Protective Trust By-Laws.

SECTION V TERM OF AGREEMENT

5.1. **Termination.** This Agreement can be terminated by mutual agreement in writing at any time. Failure of the participating EMPLOYER, or an employee under continuing COBRA coverage, to timely pay the contribution **terminates the coverage as of the last day for which the full premium was paid or voids the coverage ab initio (from the beginning) if the premium was never paid.**

5.2. **Coverage Commencement.** Notwithstanding any other coverage or benefit year identified in any coverage plan document, coverage under this Participation Agreement will commence on the day indicated in the adoption and renewal motion as prepared by the Fund, contingent upon receipt by the Benefit Fund of the timely payment of each monthly contribution from the MEMBER. In the event the due date of any contribution falls on a weekend or holiday, the contribution must be received by the following business day.

5.3 **Renewal and Notice of Termination.** Coverage under this Participation Agreement shall continue for another year term unless a MEMBER provides board approved written notice of its intention not to renew coverage for a subsequent coverage year **no later than April 30th** of any coverage year. Failure to notify the Trust Administrator as provided herein is a binding commitment on the part of the MEMBER to renew membership for another year at the contribution rate established by the Trust Administrator prior to the renewal date.

5.4 **Non-Timely Notice of Termination.** The participating MEMBER shall notify the Trust Administrator at least sixty (60) days prior to the termination date of this Participation Agreement of its intention to discontinue participation. In the absence of such timely notice,

payment of three (3) months Earned Contribution will be required. The three (3) months of Earned Contribution will be calculated by using the highest one (1) month of Earned Contribution dating back to the preceding July 1 prior to when the absence of timely notice was received by the Trust Administrator. That highest monthly amount will be multiplied by three (3) to equal the amount due by the MEMBER prior to termination. Payment is due within sixty (60) days of receiving an invoice from the Trust Administrator and a ten percent (10%) monthly finance charge will be applied to the balance due if payment is not received in that timeframe. The finance charge will be compounded for each additional month the balance is outstanding past the 60 days. Non-timely notice of terminating coverage does not relieve the MEMBER of any outstanding assessments and other participation termination requirements outline in this participation agreement or by-laws. Non-timely notice of termination shall constitute abandonment of the MEMBER'S right to any future distribution of excess reserves. **See Appendix A for example.**

5.5. **Early Termination.** In the event a MEMBER seeks to withdraw prior to the end of the coverage year it shall provide a thirty (30) day written notice of termination and payment of three (3) months Earned Contribution will be required. The three (3) months of Earned Contribution will be calculated by using the highest one (1) month of Earned Contribution dating back to the preceding July 1 prior to when the absence of timely notice was received by the Trust Administrator. That highest monthly amount will be multiplied by three (3) to equal the amount due by the MEMBER prior to termination. Payment is due within sixty (60) days of receiving an invoice from the Trust Administrator and a ten percent (10%) monthly finance charge will be applied to the balance due if payment is not received in that timeframe. The finance charge will be compounded for each additional month the balance is outstanding past the 60 days. Early termination of coverage does not relieve the MEMBER of any outstanding assessments and other participation termination requirements outline in this participation agreement or by-laws. Early termination shall constitute abandonment of the MEMBER'S right to any future distribution of excess reserves. **See Appendix A for example.**

5.6. **Obligations Upon Termination.** Termination of this Agreement shall not relieve the participating MEMBER of its obligation to ensure the MEMBER is leaving the FUND in sound financial position and at least one of the following provisions will be enforced upon termination:

(1.) If the ending audited Net Position of the FUND at the conclusion of the fiscal year ending in this agreement is less than twelve percent (12%) of the FUND'S audited Total Earned Contribution for that fiscal year the MEMBER will be responsible for additional Earned Contribution before fully terminating from the FUND. The terminating MEMBER will be responsible for a pro-rated amount of the difference between the product of twelve percent (12%) of Total Earned Contribution less the actual audited ending Net Position for that fiscal year. The difference will be multiplied by the MEMBER'S percentage of overall Earned Contribution the terminating entity contributed to the FUND'S Total Earned Contribution for that fiscal year. In addition, the MEMBER will be responsible for one (1) month of Earned Contribution to be fully terminated from the fund. The one (1) month of Earned Contribution due will be calculated by using the highest one (1) month of Earned Contribution dating back to the preceding July 1 multiplied by one (1).

See Appendix B for example.

(2.) If the ending audited Net Position of the FUND at the conclusion of the fiscal year ending in this agreement is equal to or greater than twelve percent (12%) of Total Earned Contribution the MEMBER will be responsible for one (1) month of Earned Contribution to be fully terminated from the FUND. The one (1) month of Earned Contribution due will be calculated by using the highest one (1) month of Earned Contribution dating back to the preceding July 1 multiplied by one (1).

See Appendix C for example.

Payment, in accordance with the provisions in Sections 5.6.1. and 5.6.2, is due within sixty (60) days of receiving an invoice from the Trust Administrator and a ten percent (10%) monthly finance charge will be applied to the balance due if payment is not received in that timeframe. After sixty (60) days, the finance charge will be compounded for each additional month the balance is outstanding past the 60 days.

5.7. **Contributions After Termination.** Notice of termination of this Agreement shall not relieve the participating MEMBER of its obligation to pay contributions through the date of termination of the agreement and assessments made against MEMBERS, which occurred during the MEMBER'S participation, nor shall it relieve the participating MEMBER of any continuing obligation assumed through their adoption of the ASB Trust Bylaws. The fund reserves the right to require additional or supplemental contributions, in the form of a member assessment, from each participating MEMBER for any fund year in which the initial contributions are inadequate to pay benefits, costs of operation or other expenses of the program subject unless limited to provisions of the Assessment Memorandum of Understanding entered into in Fiscal Year 2017. Such additional or supplemental contribution may be assessed within the immediate subsequent fund year upon any MEMBER who participated in the fund during the previous such fund year in which there are inadequate contributions, regardless of whether MEMBER is participating in the fund at the time of such member assessment.

In WITNESS WHEREOF, the Superintendent hereby acknowledges participation in the South Dakota School District Benefits Fund as indicated below.

Douglas School District

School Superintendent

Date

I HEREBY CERTIFY that the School Board has, by motion duly passed in open session, authorized the execution of this Participation Agreement on behalf of the District.

Business Manager

Date

Appendix A

School District A example for Sections 5.4 & 5.5 (early termination or non-timely notice of non-renewal and if Net Position is less than 12% of Total Earned Contribution

Month	Earned Premium	
July	\$27,491	
August	\$27,675	
September	\$27,583	
October	\$29,813	Highest one month
November	\$27,376	
December	\$27,376	
January	\$27,376	
February	\$27,376	
March	\$27,376	
April	\$27,376	
May	\$28,850	
June	\$28,017	
Total	\$333,685	
% of Overall Earned Contribution of the Fund: 3%		

FUND Ending Net Position example of less than 12% of Total Contributions Earned

Total Contributions Earned for FY 2XX1:	\$11,122,833
Target Ending Net Position for FY 2XX1:	\$1,334,740
Target % of Net Position to Total Earned Contributions:	12%

Example Actual Ending Net Position for FY 2XX1:	\$900,000
Actual % of Net Position to Total Earned Contributions:	8%

Target Ending Net Position for FY 2XX1:	\$1,334,740
Actual Ending Net Position for FY 2XX1:	\$900,000
Difference	\$434,740

School District A % of overall Total Earned Contribution: 3%

School District A responsibility to leave the fund in sound financial position:

\$13,042 (\$434,740 x 3%)

Total Termination Contribution amounts for Sections 5.4 & 5.5 example:

Highest one month of premium times three:	\$29,813 x 3=	\$89,439
Responsibility to leave the fund in sound financial position:		\$13,042
Total Termination Responsibility:		\$102,481

Appendix B

School District A example for Section 5.6.1(termination with Net Position less than 12% of Total Earned Contribution with timely notice of non-renewal)

Month	Earned Premium	
July	\$27,491	
August	\$27,675	
September	\$27,583	
October	\$29,813	Highest one month
November	\$27,376	
December	\$27,376	
January	\$27,376	
February	\$27,376	
March	\$27,376	
April	\$27,376	
May	\$28,850	
June	\$28,017	
Total	\$333,685	
% of Overall Earned Contribution of the Fund: 3%		

FUND Ending Net Position example of less than 12% of Total Contributions Earned

Total Contributions Earned for FY 2XX1:	\$11,122,833
Target Ending Net Position for FY 2XX1:	\$1,334,740
Target % of Net Position to Total Earned Contributions:	12%

Example Actual Ending Net Position for FY 2XX1:	\$900,000
Actual % of Net Position to Total Earned Contributions:	8%

Target Ending Net Position for FY 2XX1:	\$1,334,740
Actual Ending Net Position for FY 2XX1:	<u>\$900,000</u>
Difference	\$434,740

School District A % of overall Total Earned Contribution: 3%

School District A responsibility to leave the fund in sound financial position:

\$13,042 (\$434,740 x 3%)

Total Termination Contribution amounts for Section 5.6.1 example:

Highest one month of premium times two:	\$29,813 x <u>1</u> =	\$29,813
Responsibility to leave the fund in sound financial position:		\$13,042
Total Termination Responsibility:		<u>\$42,855</u>

Appendix C

School District A example for Section 5.6.2 (termination with Net Position greater than 12% of the Total Earned Contribution.

Month	Earned Premium	
July	\$27,491	
August	\$27,675	
September	\$27,583	
October	\$29,813	Highest one month
November	\$27,376	
December	\$27,376	
January	\$27,376	
February	\$27,376	
March	\$27,376	
April	\$27,376	
May	\$28,850	
June	\$28,017	
Total	\$333,685	
% of Overall Earned Contribution of the Fund: 3%		

FUND Ending Net Position example of greater 12% of Total Contributions Earned

Total Contributions Earned for FY 2XX1:	\$11,122,833
Target Ending Net Position for FY 2XX1:	\$1,334,740
Target % of Net Position to Total Earned Contributions:	12%

Example Actual Ending Net Position for FY 2XX1:	\$2,002,110
Actual % of Net Position to Total Earned Contributions:	18%

Target Ending Net Position for FY 2XX1:	Not Applicable
Actual Ending Net Position for FY 2XX1:	Not Applicable
Difference	Not Applicable

School District A % of overall Total Earned Contribution: 3%

School District A responsibility to leave the fund in sound financial position:

Not Applicable

Total Termination Contribution amounts for **Section 5.6.2** example:

Highest one month of premium time two:	\$29,813 x <u>1</u> = \$29,813
Responsibility to leave the fund in sound financial position:	Not Applicable
Total Termination Responsibility:	\$29,813



EXHIBIT "A"

FY27 Health Plan Premium Equivalent Rates

Douglas

Billing Unit 060A

Increase 10%

Plan Name:	Plan Design	FY27 Active Rates	FY27 COBRA Rates	FY27 Retiree Rates
Plan 2 - \$1,500 PPO PL002179	<u>\$1,500 / \$3,000</u>			
Single		\$820.00	\$836.40	
Employee + 1		\$1,719.00	\$1,753.38	
Employee and Dependents		\$1,555.00	\$1,586.10	
Family		\$2,046.00	\$2,086.92	
Plan 6 - \$3,500 PPO PL002182	<u>\$3,500 / \$7,000</u>			
Single		\$765.00	\$780.30	
Employee + 1		\$1,604.00	\$1,636.08	
Employee and Dependents		\$1,452.00	\$1,481.04	
Family		\$1,911.00	\$1,949.22	
Plan 7 - \$5,250 HSA PL002185	<u>\$5,250 / \$10,500</u>			
Single		\$653.00	\$666.06	
Employee + 1		\$1,368.00	\$1,395.36	
Employee and Dependents		\$1,239.00	\$1,263.78	
Family		\$1,629.00	\$1,661.58	

SECTION	K	TITLE	SCHOOL/COMMUNITY/ HOME RELATIONS	FILE	KG
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COMMUNITY USE OF SCHOOL FACILITIES

~~School district facilities and equipment are purchased, maintained, and operated by funds largely provided by local taxes. The Board of Education subscribes to the idea that the public schools are owned and operated by and for its patrons and are an integral part of the community. To this end, the Board encourages the use of school facilities by various education and community organizations. Facilities, for purposes of this policy, include all the buildings of the District and/or grounds of the District.¶¶~~

The School District facilities are for providing a public education to enrolled students. As the facilities are constructed with local taxpayer funds, the Board of Education encourages the use of school facilities for activities of an educational, cultural, civic, social, recreational and governmental nature which are sponsored by individuals residing in or entities located within the School District. The Board of Education authorizes the use of school facilities by non-school district residents, organizations, agencies, institutions and individuals, as set forth in this policy, and Regulation KG-R: Facility Use – Regulations, Exhibit KG-E(1): Request for Facility Use and Exhibit KG-E(2): Facility Use Agreement.

- A. The right to use the property for any lawful purpose is a privilege granted by the District. No person or entity, other than the School District, has any vested right to use school property.
- B. The District shall not grant any use of a school facility if the use would, in the opinion of the school administration, restrict or limit the educational program (including school activities), infringe on or interfere with the conduct, operation or best interests of the school system.
- C. Scheduled and rescheduled school activities for which the facility will be used shall take priority over any other non-school related activity.
- D. It is recommended that a person wishing to use a school facility contact the building principal regarding availability prior to submitting the Request for Facility Use Form.
- E. The permitted use of school facilities by any person or organization does not imply endorsement by the School District of the activity.
- F. No user authorized to use a school facility shall permit or allow the use of alcohol, tobacco products or illegal drugs in school facilities or on school grounds. Violation of these restrictions shall result in the permission to use school facilities being revoked.
- G. Authorized users must provide supervision as set forth in Regulation KG-R.

SECTION	K	TITLE	SCHOOL/COMMUNITY/ HOME RELATIONS	FILE	KG
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H. User fees may be assessed to cover utilities, maintenance, and custodial and administrative costs.

I. A certificate of insurance verifying that the applicant has general liability insurance for the activity must be submitted with the written request for use. The requirement for a certificate of insurance may be waived by the Board. A waiver request must be submitted to the Board prior to a regularly scheduled board meeting and before the intended use.

J. The superintendent or his designee will be responsible for maintaining an accurate calendar of all uses of school facilities by school and community groups, and a weekly schedule will be sent to the administrative staff, activities directors, school secretaries, and building custodians.

K. The school board reserves the right to waive any or all fees. In order for the Board to consider fee waivers, requests for fee waivers must be submitted to the Board prior to a regularly scheduled board meeting and before the intended use.

~~As a community service, the Board may rent or grant the use of school facilities for any purpose which it may deem to be advisable. Such use, however, shall not interfere with school activities nor serve to compete with local business. School sponsored activities shall have first priority.~~

PROCEDURES:

A. Request for Facility Use: Any person or entity wishing to use the District facilities for a purpose which is not directly related to the operation, purpose and objective of the District must submit a written request, KG-E(1): Request for Facility Use Form, to the _____ at least five (5) calendar days prior to the date requested.

B. Facility Use Agreement: The District shall review the request for facility use and determine if the facility is available during the time requested. If it is available the _____ will complete KG-E(2): Facility Use Agreement Form and insert the applicable fee if any. The _____ and person requesting the use of the facility shall both sign the Facility Use Agreement.

~~The Superintendent or designee is authorized to approve and arrange for scheduling the use of school facilities by qualified applicants who satisfy the above purposes and limitations. Right is reserved by the Board to revoke any such permit, without liability, should such action be deemed necessary or desirable.~~

~~Applicants will be required to submit a facility use agreement declaring that to the best of their knowledge their projected use is legal. Applicants requesting permission to use a school building will be held responsible for the preservation of order and for any damage to school facilities. The person signing the application will agree to replace or pay for all damages or lost equipment or material when directed to do so by the school administration. If replacement is~~

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~~required for damaged property, replacement costs will be the measure, and depreciation will not be a factor. In addition, users of the facility will be required to hold the District harmless for all damages and personal injury that may occur during their utilization.~~

Prohibited PROHIBITED USES OF SCHOOL FACILITIES:Activities

The following activities will be prohibited on school grounds or in school facilities:

~~Partisan political meetings;¶~~

~~Promulgating any theory or doctrine subversive to the laws of the United States or any political subdivision thereof advocating governmental change by violence;¶~~

~~Any purpose in conflict with school activities;¶~~

~~Commercial advertising;¶~~

~~Fundraising campaigns except as permitted by Board policy or special action of the Board;¶~~

~~Activities which are discriminatory in the legal sense.~~

A. Any activity in conflict with school activities;

B. Any activity that may violate the canons of good morals, manners or taste, or be injurious to the buildings, grounds or equipment, **or which are discriminatory in the legal sense.**

C. Fund-raising campaigns except as permitted by School Board policy, by special action of the School Board, or those intended to be of a benefit or service to students of the school district.

D. Any activity which the School Board determines not to be advisable as a community service.

E. Any activity which is not deemed to be a community service as determined by the _____ subject to appeal to the Superintendent and the School Board.

~~Permission may be granted to allow local colleges and universities, which may charge tuition, or school personnel to use District facilities for staff improvement or in-service training. Private teaching, either by individuals employed by the school district or by outside agencies or persons, for which tuition is charged will require board approval before facilities may be used.¶~~

~~Any person, public body, or group given permission to use school facilities shall be responsible to the District for all damages that may be caused by reason of such use or occupancy. The Board may require the sponsoring organization to show proof of financial responsibility prior to granting use of school facilities.¶~~

~~Authorization for use of school facilities shall not be considered as an endorsement of the group or organization nor the activities or purposes they represent. The right to authorize use of school facilities is retained by the Board of Education acting through its Superintendent and building administrators.¶~~

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DOUGLAS SCHOOL DISTRICT
Board Policy

Box Elder

South Dakota

SECTION	K	TITLE	SCHOOL/COMMUNITY/ HOME RELATIONS	FILE	KG
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~~The Superintendent or designee will develop regulations to be reviewed by the board for the use of school district facilities and equipment.~~

PROCEDURES: Granting of Approval¶

~~A. Request for Facility Use: Any person or entity wishing to use the District facilities for a purpose which is not directly related to the operation, purpose and objective of the District must submit a written request, KG-E(1): Request for Facility Use Form, to the _____ at least five (5) calendar days prior to the date requested. ¶~~

~~B. Facility Use Agreement: The District shall review the request for facility use and determine if the facility is available during the time requested. If it is available the _____ will complete KG-E(2): Facility Use Agreement Form and insert the applicable fee if any. The _____ and person requesting the use of the facility shall both sign the Facility Use Agreement. ¶~~

¶

~~The Superintendent or designee is authorized to approve and arrange for scheduling the use of school facilities by qualified applicants who satisfy the above purposes and limitations. Right is reserved by the Board to revoke any such permit, without liability, should such action be deemed necessary or desirable. ¶~~

¶

~~Applicants will be required to submit a facility use agreement declaring that to the best of their knowledge their projected use is legal. Applicants requesting permission to use a school building will be held responsible for the preservation of order and for any damage to school facilities. The person signing the application will agree to replace or pay for all damages or lost equipment or material when directed to do so by the school administration. If replacement is required for damaged property, replacement costs will be the measure, and depreciation will not be a factor. In addition, users of the facility will be required to hold the District harmless for all damages and personal injury that may occur during their utilization.~~

REFERENCES

State Reference:
[SDCL 13-24-20](#)

Adoption History

Previous Policy No. 302	11/18/1975	First Reading-Rev Reg	4/13/2004
Revised	11/8/1979	First Reading-Revision	8/27/2007
First Reading-Revisions	5/11/1993	Approved-Revision	9/10/2007

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DOUGLAS SCHOOL DISTRICT
Board Policy

SECTION	K	TITLE	SCHOOL/COMMUNITY/ HOME RELATIONS	FILE	KG
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Approved - Revisions	5/25/1993	First Reading-Revision	2/12/2024
First Reading-Revised Regulations	8/11/1997	Approved-Revision	2/26/2024
Approved-Revised Regulations	9/8/1997		
First Reading-Rev Reg	4/22/2002		
Approved-Rev Reg	5/13/2002		

SECTION	K	TITLE	SCHOOL/COMMUNITY /HOME RELATIONS	FILE	KG-R(1)
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FACILITY USE - (Regulation)

Pursuant to Policy KG, the School District Board of Education allows the use of school facilities for activities by individuals and entities when such activities do not conflict with the use of the facilities by the District. However, no person, group, or organization other than the District has any vested right to use school property.

The procedure for submitting application for use, fee schedule and rules related to the use are as set forth in this regulation.

REQUESTS

A. Any person or entity wishing to use the District facilities for a purpose which is not directly related to the operation, purpose and objective of the District must submit a reservation request through the District’s authorized online reservation platform (Bound) at least five (5) calendar days prior to the date requested to allow sufficient time to complete a Facilities Use Agreement, receive Proof of Insurance, and notify all parties concerned. The five (5) calendar days prior notice requirement may be waived for good cause.

B. User Fees may be assessed to cover utilities, maintenance, and custodial and administrative costs. User fees are based upon the (1) status of the applicant as resident or nonresident, (2) status of the applicant being “for-profit” or “non-profit” and (3) District direct or indirect expenses incurred due to facility being used for non-school purposes.

1. The application for use shall identify the applicant as resident or nonresident and as being “for-profit” or “non-profit.”
2. “Resident user” is defined as a person residing within the District or an entity having its principal place of business located within the District. Any user not meeting the definition of “resident” shall be deemed to be a “nonresident.”
3. A “for-profit” user is a user (person or entity) which is in business for the purpose of generating a financial profit for the user and the user, in his/her/its sole discretion, determines how that profit is to be distributed.
4. A “non-profit” user is a user which is organized under laws or rules that prohibit the distribution of profit to any person or persons and all profit generated by the user after payment of expenses are reinvested in objectives of the non-profit user. “Non-profit” users include organizations with IRS 501c3 status and organizations with State of South Dakota non-profit status. The superintendent of schools may also recognize as “non-profit” organizations that exist solely to provide programs and services that are of public benefit and do not charge any fees or admissions for their activities.
5. The User Fees related to the “for-profit” and “non-profit” distinction applies to the type of user and not to the activity or event for which the school facility is to be used or any admission or participation

fee charged by the user.

6. The District may require verification in a manner determined by the District from an applicant of the applicant's residency and/or non-profit status for the purpose of determining the applicable user fee and prior to granting the applicant the use of school facilities.

C. Applications by an entity for the use of a school facility must be signed by a person authorized by the entity to submit the application, and by the signing of the application on behalf of the entity denotes that the person signing the application has such entity authorization.

D. Persons or entities wishing to use school facilities on a regularly scheduled basis throughout the school year (school year being defined as from July 1 to June 30) need file only one request at the beginning of the school year. However, the person or entity having received year-long permission must submit a separate request for special events/activities not identified in the request for year-long application for use. Year-long requests for the use of District facilities must be renewed each year.

E. All applications must be signed by a person at least twenty-one (21) years old, said person being responsible to the District for the individual's (or entity's, if applicable) use of the facility.

F. District administrators, or in the absence of a school administrator the custodian on duty, have the right to terminate any activity at any time if, in his/her judgment there are violations of Board Policy, or federal, state, or municipal laws, or if the activity is deemed to be hazardous to people, buildings, or equipment.

G. The District reserves the right to rescind any permission previously granted for the use of school facilities, without liability to the District, Board of Education and individual school board members, and District employee's, should such action be deemed necessary or desirable in the sole discretion of the District for a legitimate reason and provided such reason is not discriminatory in nature (i.e., based upon race, religion, gender, disability, and such other discriminatory classifications established by the federal government or State of South Dakota).

ACCESS TO FACILITY/SCHOOL GROUNDS

A. In the sole discretion of the District, the District will either provide the user with the necessary key(s) for the user to access the facility/school grounds to be used and lock the facility/school grounds after use, or require user have a school employee open the facility/school grounds before and lock the facility/school grounds after user's activity.

B. Should the District choose to provide the necessary key(s) user shall (1) return the key(s) upon the conclusion of the activity identified in the Facility Use Agreement, (2) pay a \$50.00 deposit for the key(s) with said deposit to be refunded upon the return of the key(s) to the District, (3) not allow any person other than the user to be in possession of the key(s), and (4) not allow the duplication of the key(s).

INSURANCE AND INDEMNIFICATION

Notwithstanding SDCL 13- 24-20, which states that the school district is not liable for any damages which might arise as the result of such use or occupancy, unless waived by the Board, a certificate of insurance must be submitted with the application for use of a school facility. The certificate of insurance must verify that the applicant has general liability insurance for the activity with minimum limits of liability for bodily injury or death of \$500,000 per person / \$1,000,000 per occurrence, and minimum

insurance coverage for property damage of \$100,000 per occurrence. Receipt by the District of such verification does not constitute and shall not be deemed a waiver by the District of the immunity for liability granted to the District by SDCL 13-24-20. By signing the facility use agreement, the individual assumes all responsibility and liability for any injury to persons, damage to school facilities or school personal property that may result from use of the facility and agrees to indemnify and hold the District, its agents and employees harmless from and against all claims and expenses for it, including attorney fees.

PRIORITIES FOR USE

A. The use of school facilities for non-school purposes shall in no way restrict or limit the educational program, including school activities.

B. Priorities for use of school facilities will be as follows:

1. School-related activities/meetings authorized by District administration or Board;
2. Joint use agreements between the District and other governmental (state, federal, county or township) entities;
3. Children/youth activities sponsored by a resident non-profit user;
4. Children/youth activities sponsored by a non-resident non-profit user;
5. Children/youth activities sponsored by a resident for-profit user;
6. Children/youth activities sponsored by a non-resident for-profit user;
7. Activities/programs sponsored by a resident non-profit user for the general public;
8. Activities/programs sponsored by a resident for-profit user for the general public;
9. Activities and programs sponsored by a non-resident non-profit user for the general public;
10. Activities and programs sponsored by a non-resident for-profit user for the general public.

C. A user may be granted permission to use school facilities on a temporary basis (not to exceed one year) in the event of emergency or in order to allow time to build or acquire the user's own facility. If at the end of one year the organization is actively engaged in providing its own facilities, but has not yet completed them, the user may be granted additional use time, such additional time which may be granted not to exceed one additional year. User fees applicable to for-profit users shall be assessed to the non-profit user during the entire period of time the use of school facilities is granted pursuant to this provision.

FACILITIES USE AGREEMENTS

A. A Facilities Use Agreement must be digitally accepted by the individual or authorized entity representative and authorized District representative as a condition for permission to use a school facility. The applicant requesting use of a school facility must complete the application and agreement process within the Bound platform and submit the applicable user fee, if any, prior to the date of requested use. The facility is considered reserved when the applicant completes the digital signature in Bound, and pays the applicable user fee, if any, and the request is signed electronically approved by the authorized District official.

B. Facility use is restricted to the dates, hours and areas specified in the Facilities Use Agreement.

C. The individual/entity granted permission to use a school facility shall not assign, sublet or transfer in any way the use of the facility or any part of the facility to any other person or entity.

D. The individual/entity granted permission to use a school facility shall be responsible for using the facility for the purpose described in the Facility Use Agreement.

FACILITY USER FEES

A. Fees assessed for the use of school facilities are not rental payments, as that term is generally understood, but are fees associated with the cost borne by the District for the use of the facility for a non-school purpose and for which expenses would not otherwise have been incurred by the District. Such expenses include such things as utilities, supplies, maintenance of facilities, custodial and cafeteria services as well as administrative services necessary to process each request and Facilities Use Agreement. Such User Fees are established by the Board of Education and are subject to change as the Board may deem appropriate.

B. All User Fees (Exhibit KG-E(2)) are computed on an hourly rate beginning with the time the building is required to be open and ending with the time the building is no longer occupied by any person on the premises participating in the activity for which the use was authorized.

C. Individuals or entities that use a school facility on a regularly scheduled basis throughout the school year or a portion thereof may be billed the User Fee on a monthly or quarterly basis. Payment is due within 30 days of mailing date, and failure to pay the user fee shall result in the revocation of the permission to use the facility. Should permission be revoked due to the failure of the user to pay the use fee any subsequent request by the user to use a school facility shall not be granted until all past due user fees are paid in full and unless the User Fee applicable to the requested use period is paid at the time the request for subsequent use is submitted.

D. Unless otherwise specifically provided in the Facility Use Agreement, no User Fee shall be assessed for use by resident or nonresident non-profit users if the activity is for the direct and sole benefit of students of the School District such as but not limited to grade school basketball, football and wrestling, post prom and visiting musical groups, provided that no participation fee or admission fee is charged by the non-profit user and there is no custodial expense incurred by the District.

E. No User Fee shall be assessed to District affiliated entities (such as the Parent Teacher Association, local Education Association, a recognized state or regional professional education organization) or federal, state, county or township governmental entities.

F. Non-profit users sponsoring an activity which is not for the direct and sole benefit of District students and for which a participation or admission fee is charged, or which results in there being a custodial expense incurred by the District, shall be responsible for payment of the User Fee schedule as set forth in Exhibit KG-E(2).

G. A User Fee shall be assessed to all individual and entity for-profit users according to the User Fee schedule set forth in Exhibit KG-E(2) and notwithstanding that the use may not result in there being a custodial or other expense incurred by the District.

H. The Board of Education reserves the right to waive user fees in its sole discretion provided the user requesting the waiver provides the District with valuable compensation (such as educational or facility services, supplies or materials) in lieu of monetary fee payment in a manner acceptable to the Board. Any request for a fee waiver pursuant to this provision shall be in writing and shall include the reason for the

waiver request and proposed compensation in lieu of monetary fee payment, and shall be submitted to the Superintendent.

CANCELLATIONS/CONFLICTS

A. Cancellation of a signed Facility Use Agreement must be received at least two working days (working days being defined as Monday through Friday, inclusive, when school administrative offices are open) prior to the date of the scheduled use. Failure to cancel within the prescribed time frame shall obligate the user to pay for all custodial and other such expenses incurred in the District fulfilling its obligations within the conditions of the Facilities Use Agreement.

B. The District reserves the right to cancel a Facilities Use Agreement or reschedule the use of school facilities by a user, for cause and with notice, and without penalty to the District, should the facility be needed for District use after a request for the use has been approved by the District and a Facility Use Agreement been signed. Use of school facilities by non-school individuals and entities is automatically cancelled when school is closed and all school activities are suspended due to inclement weather or other conditions. The District shall notify the person having signed the Facility Use Agreement and that person shall be responsible for notifying persons associated with the scheduled event of the cancellation.

SUPERVISION

A. The user shall be held fully responsible for the proper use of the building facilities. The conduct of the persons in attendance and the scheduling of the activities within the time limit of the permit will also be the responsibility of the authorized user.

B. All activities must be under the supervision of person(s) at least twenty-one (21) years of age. Each authorized user is responsible for the behavior and conduct of all persons using the facility pursuant to the applicant's request for use of the facility. If the activity includes participants who are less than eighteen (18) years old the sponsoring person/entity must provide at least one supervisor for every twenty-five (25) participants who are less than eighteen (18) years old.

C. If the use of the school facility is for a youth activity the building custodian or principal will not permit entry to the building unless the supervisor is present. It is the responsibility of the supervisor to permit entry only to those authorized to attend. The supervisor is responsible for seeing that all persons using the facility pursuant to the Facility Use Agreement leaves the facility at the end of the activity before the supervisor leaves the facility.

D. Should there be damage to or theft from the school, the user shall make prompt payment for any assessments levied by the school district. The user may be denied future use of school facilities until the amount assessed is paid in full.

E. In signing a Facilities Use Agreement, the user agrees to leave the facility and its contents in an orderly and clean manner.

F. The Board of Education shall determine the amount of compensation to be paid to the District for damage to or theft from school property.

G. Should circumstances indicate possible excessive abuse of school property, a security deposit may be

required by the District prior to the applicant being granted use of the facility.

PROHIBITION OF ILLEGAL DRUG, TOBACCO AND ALCOHOL

A. No user authorized to use a school facility pursuant to this policy and corresponding regulations shall permit or allow the use of illegal or tobacco products in school facilities or on school grounds. This prohibition applies to all persons regardless of age and regardless of whether they may legally use the products. Violation of these restrictions shall result in the permission to use school facilities being rescinded.

B. No alcohol may be consumed on the property identified in the Facility Use Agreement unless prior permission has been expressly granted by the Board. The Board may authorize alcohol consumption only at such events as wedding dances, family reunions and similar events.

SPECIAL PROVISIONS

A. GYMNASIUMS

1. Only gym shoes with white or gum-rubber soles are allowed on the gym playing surface. Street, hard-soled, soccer, and any black-soled shoes are not permitted. Use of resin or other substances on floor surfaces is not permitted. Folding bleachers and partitions are to be operated only by custodians or school personnel.

2. Users are permitted to use the shower/locker room facilities; however, when shower/locker room facilities are to be used the user must discontinue gymnasium activities at least one- half hour before scheduled ending time of the gymnasium use set forth in the Facility Use Agreement.

3. All recreational equipment is to be furnished by the user. Users wishing to use school equipment must obtain prior approval as part of the Facilities Use Agreement. The District reserves the right to require the user to pay a reasonable deposit for the use of the equipment and which deposit shall be refunded to the user less any amount retained by the District should there be damage to the school equipment.

B. WEIGHT ROOMS

1. Due to safety and liability issues, the weight room is not available for public use.

2. The school administration may authorize use of the weight room for employee wellness activities and for student training activities under the supervision of a coach.

C. CAFETERIAS/KITCHENS

1. A District employee must be present if a kitchen is used to prepare or cook food. The user shall be billed for the employee's time.

2. The District employee will supervise the use of cafeteria equipment.

3. The user is to furnish the user's own dishes, silverware and other serving or cooking utensils,

unless other arrangements have been made with the District. The user using the cafeteria is responsible for ensuring that tables, floors and equipment are clean, all decorations are removed and garbage and waste are disposed of after use and as directed by the District employee on duty.

4. All arrangements for tables, chairs, equipment and set up must be made with building principal and custodians.

D. EQUIPMENT

1. Equipment, including but not limited to recreational equipment, computers and audio- visual equipment belonging to the District is not available for use unless specified in the Facilities Use Agreement.

2. Users may be required to post a security deposit as a prior condition for the use of school equipment.

3. School equipment is not available for use off school premises.

4. Lighting and Sound Equipment

a. Requests that require use of District light and/or sound systems are subject to approval on the basis of availability of District employees who are qualified to operate the equipment.

b. The user must make prior arrangements with the District for the use and operation of the equipment and the user shall be billed for the District employee's time.

E. SCHOOL GROUNDS

1. The track, football field and football practice field and all other areas on school grounds are subject to the facility use policy and regulations.

2. Individuals and entities wishing the use of school grounds must submit a facility use request and execute a Facilities Use Agreement as a condition of use.

3. Portable restrooms at user's expense may be required by the District as a condition for the use of school grounds.

4. Water and electricity may be provided by the District and if so provided the user may be billed for the same.

5. No vehicles shall be driven on school grounds, other than designated roads and driveways, unless expressly authorized in the Facility Use Agreement.

6. The user is responsible for care of the school grounds and removal of litter. User shall be held responsible for any property damage occurring at the time of use. Failure by user to return the property after the use in the same condition it was in at the commencement of the use shall result in the user being billed for restoration of the school grounds to its prior condition and may also result in the user being denied the privilege of using the school grounds in the future.

F. USE OF SCHOOL FACILITIES BY SCHOOL EMPLOYEES

1. School employees wishing to use a school facility for a school authorized activity, including but not limited to doing work-related activities when school is not in session, or by supervising “open gym” or weight room/physical fitness activities when school is not in session, are not required to submit a written request, pay any otherwise applicable user fee, sign a Facility Use Agreement or provide insurance verification. Employees are, however, required to schedule the use of the facility with the building principal. The employee shall be responsible for securing the building and leaving it in a clean and usable condition for the next school day.

a. Open Gym Supervision and Participation: Upon prior approval by the school administration, district employees may provide an open gym for students during non-school hours. The time and day(s) of the open gym shall be made known to the student body by the administration in a timely manner through announcements, bulletin board postings, articles in the school newsletter, etc. Participants must furnish their own clothing such as sweat suits, shorts, shoes, etc. District employees who are coaches may supervise open gym activities but may not coach during that time. Supervision is defined as observing the activity. District employees may participate in school-sponsored open gym activities pursuant to this provision only if their participation does not violate another District or SDHSAA policy, rule or regulation.

b. Weight Room Supervision and Participation: Upon prior approval by the school administration, district employees may provide weight room and physical fitness equipment opportunities for students during non-school hours. The time and day(s) of the open gym shall be made known to the student body by the administration in a timely manner through announcements, bulletin board postings, articles in the school newsletter, etc. The weight room and use of physical fitness equipment is limited to use by the students under the supervision of a physical education instructor or a coach who is employed by the District to coach the athletic activity for which the weight room participants are training. Supervision is defined as observing the activity or providing assistance with the equipment but does not include personal use of the equipment by employees. All weight room supervisors and coaches must have completed a required training program on the proper use of the equipment before supervising student use. No school employees shall use the equipment during the period of time the employee has supervisory responsibilities.

2. District employees may use the gym as part of the employee’s personal health/wellness program. The employee is responsible for paying for any damages or costs incurred by the District as a direct result of the use.

a. The gym is available for personal use by District employees and their immediate family provided the employee is present, provided the use is not during the eight-hour school day and provided the facility has not been scheduled for school use or use by a non-school individual or entity.

b. Unless otherwise authorized in writing by the building principal, no person other than the employee and his/her immediate family may be present during such use. The immediate family of the employee consists of the employee’s spouse, children and parents.

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c. Only gym shoes with white or gum-rubber soles are allowed on the gym playing surface. Street, hard-soled, soccer, and any black-soled shoes are not permitted. Use of resin or other substances on floor surfaces is not permitted.

d. District employees who use the gym for their personal use under this policy are doing so outside the scope of their employment.

3. District employees may use the weight room as part of the employee’s personal health/wellness program. The employee is responsible for paying for any damages or costs incurred by the District as a direct result of the use.

a. The weight room is available for personal use by District employees provided the use is not during the eight-hour school day and provided the facility has not been scheduled for school use or use by a non-school individual or entity.

b. Only employees may be present during such use.

c. The employee must complete a required training program on the proper use of the weight room/physical fitness equipment or execute a waiver.

d. District employees who use the weight room for their personal use under this policy are doing so outside the scope of their employment.

4. Should a school employee wish to use a school facility for any purpose other than that in Section F, regulations applicable to the general public shall apply to the employee.

REFERENCES

State Reference:

[SDCL 13-24-20](#) Use of school facilities or buses for other purposes

Federal Reference:

Adoption History

First Reading			
Approved			
First Reading-Revision			
Approved			

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SECTION	K	TITLE	SCHOOL/COMMUNITY /HOME RELATIONS	FILE	KG-E(1)
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FACILITY USE - AGREEMENT

Facility Reservation Application Process

A. Online Reservation Requests All individuals or entities seeking to utilize District facilities for non-school purposes must submit their application through the [Bound platform](#), the District's authorized online reservation system. This electronic process replaces all traditional paper-based requests. Applications must be completed via [Bound](#) at least **five (5) calendar days** before the requested date to allow for proper administrative review and coordination.

B. Facilities Use Agreement and Digital Acceptance As a condition of permission, the applicant must **digitally accept** the Facilities Use Agreement within the [Bound](#) platform. A facility is only considered officially reserved once the following steps are completed in the platform:

1. The application is fully submitted.
2. The user digitally signs the agreement and acknowledges the liability provisions of **SDCL 13-24-20**.
3. The request receives **final electronic approval** from the authorized District official.

C. Mandatory Documentation During the [Bound](#) application process, users are required to upload a **Certificate of Insurance** verifying general liability coverage with minimum limits of **\$500,000 per person and \$1,000,000 per occurrence**. Applicants must also pay any applicable **User Fees**, which are calculated within the platform based on the user's resident and profit status.

REFERENCES

State Reference:

SDCL 13-24-20 [Use of school facilities or buses for other purposes](#)

Federal Reference:

Adoption History

REVISED

First Reading			
Approved			
First Reading-Revision			
Approved			

NEW

Box Elder

DOUGLAS SCHOOL DISTRICT
Board Policy

South Dakota

SECTION	K	TITLE	SCHOOL/COMMUNITY /HOME RELATIONS	FILE	KG-E(2)
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FACILITY USE - FEES

	Resident Non-Profit	Resident For-Profit	Non-Resident Non-Profit	Non-Resident For-Profit	Custodial Fees
HS Gym	No Charge	\$32.00/hr.	\$20.00/hr.	\$45.00/hr.	\$35.00/hr.
ES Gym	No Charge	\$27.00/hr.	\$15.00/hr.	\$40.00/hr.	\$35.00/hr.
Lunchroom	No Charge	\$32.00/hr.	\$20.00/hr.	\$45.00/hr.	\$35.00/hr.
Kitchen	No Charge	\$32.00/hr.	\$20.00/hr.	\$45.00/hr.	\$35.00/hr.
Commons	No Charge	\$32.00/hr.	\$20.00/hr.	\$45.00/hr.	\$35.00/hr.
Classroom	No Charge	\$32.00/hr.	\$20.00/hr.	\$45.00/hr.	\$35.00/hr.
Library/Music Room	No Charge	\$32.00/hr.	\$20.00/hr.	\$45.00/hr.	\$35.00/hr.
Theater	No Charge	\$30.00/hr.	\$30.00/hr.	\$50.00/hr.	\$35.00/hr.

- If the requested use is for a location not on the above list, the Administration shall assess a User Fee consistent with the above locations.
- Rental fees for S.D.H.S.A.A. district and region tournament games will be set by the district and region committees.
- The school board reserves the right to waive any or all fees. In order for the Board to consider fee waivers, requests for fee waivers must be submitted to the board prior to a regularly scheduled board meeting and before the intended use.

REFERENCES

State Reference:

Federal Reference:

NEW

Adoption History			
First Reading			
Approved			
First Reading-Revision			
Approved			