

DOUGLAS SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA

Monday, July 13, 2026

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

After the Regular Meeting

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

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. Business Manager Calls Meeting To Order.
2. Business Manager Administers the Oath of Office to New and Incumbent Board Members.
3. Election of Officers.
4. Approve Agenda.
5. Set Date, Time, and Place for Regular Board of Education Meetings.
6. Approve the Appointment of BOE Representation on District Committees.
7. Designate the Use of Parliamentary Procedure Guidelines as provided by the Associated School Boards of South Dakota for Board Meetings.
8. Set Compensation for Board Members. (Maximum set by law is \$166.00)
9. Approve the following Resolution:
BE IT RESOLVED that in order to comply with SDCL 1-25-1, as amended by HB 1172 (2018 Legislative Session), which states "The chair of the public body shall reserve at every official meeting by the public body a period for public comment, limited at the chair's discretion, but not so limited as to provide for no public comment," and also provide for a known procedure by which there may be public participation at school board meetings, the President of the Douglas School District Board of Education shall apply and follow School Board Policy BDDH with respect to public participation at all school board meetings.
10. Approve the Adoption of All Previous Board Policies in Effect as of June 30, 2026.

11. Review of "Conducting the Public's Business in Public" from the South Dakota Attorney General's Office and any other material related to SDCL 1-25 and acknowledgment that the review was completed.
12. Review of Board of Education Working Agreement.
13. Review of Code of Conduct for School Board Members.
14. District Strategic Direction Update.
15. Consent Agenda Items:

A. Approval the Purchases and Issuing of Accounts Payable for Fiscal Year 2027.

16. Financial Authorizations:

A. Approve the Following Depositories for Funds and Investments of the Douglas School District 51-1 for the 2026-27 School Year.

B. BANK	C.	D. ACCOUNT
E. U.S. Bank Rapid City, SD	F.	G. General Fund Impact Aid Fund Special Education Fund Capital Outlay Fund Unemployment Fund Federal Project Fund Health & Dental Trust Investments
H. Wells Fargo Bank SD	I.	J. Fiduciary Fund Food Service Fund Investments
K. American State Bank	L.	M. Investments
N. First National Bank	O.	P. Investments
Q. Pioneer Bank & Trust	R.	S. Investments
T. Great Western Bank	U.	V. Investments
W. Highmark	X.	Y. Investments
Z. South Dakota FIT	AA.	BB. Investments
CC. First Western Bank	DD.	EE. Investments

FF.

GG. Authorize an Imprest Cash Revolving Fund in the Amount of \$2,000 for the 2026-27 School Year and Authorize the Business Manager to Make Advance Payments for Meals and Miscellaneous Expenditures as Deemed Necessary.

HH. Authorize the Business Manger to Establish a Petty Cash Fund in the Amount of \$75.00 for Various Functions of the School District as Deemed Necessary, and Further Authorize the Business Manager to Establish an Imprest Fund in the Amount of \$420 for the School Food

Services Program.

- II. Authorize the Superintendent or Business Manager to Sign All State Vouchers Entering Claims on Behalf of the School District for the 2026-27 School Year.
- JJ. Approve the Submission of the 2026 Annual Report and Authorize the Superintendent and Business Manager to Sign on Behalf of the District.
- KK. Authorize the Business Manager and/or her Representative as the School District Purchasing Agent for the 2026-27 School Year.
- LL. Authorize the Business Manager to Advertise for Bids on Necessary Items during the 2026-27 School Year.
- MM. Douglas School District has determined that Black Hills Special Services Cooperative (BHSSC) is the only vendor (single source) within the region that can provide all the necessary services needed by the District. The Board approves to use BHSSC for such services under a Noncompetitive Proposal.

17. Annual Appointments:

- A. Name the Rapid City Journal as the Official Newspaper for the 2026-27 School Year; and, the District Newsletter and District Webpage will also be Used for Providing District Information to the Public.
- B. Approve Contracting with the Firm of Ketel Thorstenson, LLP to Conduct the Annual Audit for the Period Ending June 30, 2026.
- C. Approve Retaining the Law Firm of Lynn, Jackson, Shultz & LeBrun and Attorney Rodney Freeman to represent the District for Legal Matters During the 2026-27 School Term.
- D. Appoint Business Manager, Trista Olney, as Administrator of Fiduciary Funds.
- E. Authorize the Superintendent of Schools to Close Schools because of Weather or Emergency and, in the event of the Superintendent's Absence, follow the set Chain of Command.
- F. Authorize the Appointment of the Superintendent or designee as the Age Discrimination Act Compliance Officer.
- G. Authorize the Appointment of the Superintendent or designee as the Asbestos Compliance Officer.
- H. Authorize the Superintendent or designee and the Network Coordinator to Maintain Access to the District's Electronic Network.
- I. Authorize the Appointment of All Building Principals as Truancy Officer.

- J. Authorize the Appointment of the Executive Director of Operational Support Services as the Title IX Compliance Officer.
- K. Authorize the Appointment of the Special Services Director as the Rehabilitation Action Section 504 Compliance Officer.
- L. Authorize the Appointment of the Special Services Director as the Americans with Disabilities Act Compliance Officer.
- M. Approve the following Resolutions for the 2026-27 School Year: A. BE IT RESOLVED that the Business Manager be authorized to make application for all local, state, and federal funds for which the school district may qualify during the 2026-27 school year;

BE IT FURTHER RESOLVED that the Superintendent or Executive Director of Academics be authorized to sign as the authorized District representative for all categorical or block grant State or Federal program applications;

BE IT FURTHER RESOLVED that the Superintendent or Executive Director of Academics be authorized to sign fiscal reports for the Title Programs;

BE IT FURTHER RESOLVED that the Superintendent of Schools and the Business Manager are authorized to purchase and/or receive State Surplus Property.

B. BE IT RESOLVED that the Business Manager be fully authorized to make the proper application and to sign all papers required for funds available to the District from the Federal Government under Public Law 7003 Impact Aid for the 2026-27 school term.

C. BE IT RESOLVED that the Business Manager be fully authorized to make proper application and to sign all papers required for funds available to the District from the Federal Government under Public Law 7002 Impact Aid for the 2026-27 school year.

D. WHEREAS, the nature of tax collections, federal deposits, and other revenue is such that cash on deposit in the District's Depositories at times exceeds the requirement for current expenditures,

NOW THEREFORE, BE IT RESOLVED that the Business Manager is hereby directed to invest such cash balances which may exist in interest-bearing certificates, time deposits and government issues and the investments be determined in accordance with expenditure requirements and that such interest as is earned on said deposits be credited to the General Fund.

- N. Authorize Participation in the following Associations:
- Associated School Boards of South Dakota (ASBSD)
 - Impacted Schools of South Dakota (ISSD)
 - Military Impacted Schools Association (MISA)
 - Military Interstate Children's Compact Commission (MIC3)
 - National Association of Federally Impacted Schools (NAFIS)
 - Large School Group of South Dakota
- O. Approve the Use of Electronic Signatures for all Accounts Payable and Payroll Checks for the 2026-27 School Year.

18. Elementary and Secondary Curriculum and Instruction Items:

- A. Approve Certified Stipend Rate: \$60.00 for Half Day; \$120.00 for Full Day.
- B. Approve the 2026-27 Douglas School District Comprehensive Plan for Special Education.
- C. Approve K-12 Lau (English Learner) Plan for 2026-27
- D. Approve Memorandum of Understanding and Addendum with Western Dakota Technical College and Douglas High School for dual enrollment courses.
- E. Approve the Memorandum of Understanding between Lifeways, Inc. and the Douglas School District to provide substance-use prevention and addiction counseling services to Douglas Middle School and High School.
- F. Approve the Memorandum of Understanding between West River Mental Health and Douglas School District for the 2026-27 school year.
- G. Acknowledge the Indirect Cost Rates for the 2026-27 School Term as Computed by the Office of Elementary and Secondary Education noting that the Douglas School District Restricted Rate will be 2.06% and the Unrestricted Rate will be 17.30%.

19. Superintendent Items:

- A. Authorize the Superintendent of Schools and/or his designee to Travel to Locations that are Necessary for the Operation of the School District.
- B. Approve the following Resolution for the 2026-27 School Year:
WHEREAS, the Superintendent of Schools is required to attend meetings and events necessary for the operations of the school district, both in-district and in the local area;

THEREFORE BE IT RESOLVED that the Douglas Board of Education will provide the Superintendent with a \$100 per month allowance for in-district and local travel, paid quarterly; in addition, travel outside of Rapid City will be reimbursed at the GSA POV mileage rate and processed quarterly.

20. Operational Support Services Items:

- A. Authorize the Superintendent of Schools or his designee to hire contractual and non-contractual personnel for the school district during the 2026-27 school year subject to the concurrence of the Board of Education at its next regular meeting after the date of hiring; all contracts shall not be effective or binding until approved by the Board of Education; and approve the use of the automatic signature for all professional contracts to be issued during the 2026-27 school year.
- B. Approve the Publication of Employee Salary Amounts for the 2026-27 School Term.
(Attachment)

- C. Approve the following Rates for Substitute Teachers in the Douglas School District for the 2026-27 School Term: Certified substitute teacher rate \$175 per day.
Non-certified substitute teacher rate \$145 per day.
- D. Authorize the Executive Direction of Operational Support Services to submit an Intent to Renew Agreement and the 2026-27 Policy for Hot Lunch Program and further to provide a hot lunch program at all levels and a milk program for kindergarten with a schedule of charges as follows:
- | | |
|---------------------------|--------|
| Student Breakfast (PK-12) | \$2.50 |
| Student Lunch (PK-5) | \$3.00 |
| Student Lunch (Gr 6-12) | \$3.25 |
| Milk | \$0.75 |
| Adult Breakfast | \$3.25 |
| Adult Lunch | \$5.50 |
- E. Approve Participation in Delta Dental for Student Dental Accident Insurance Program and the South Dakota High School Activities Association (SDHSAA) Student Accident Insurance Program for the 2026-27 School Term.
- F. Approve the following High School Co-Curricular Admission Rates for the 2026-27 School Year:
- | | |
|---|------------------|
| Adults (out-of-district or family member) | \$6.00 per event |
| Students (out-of-district, Gr 1-12 with ID) | \$4.00 per event |
| Annual Douglas School District Family Pass | \$25.00 |
| Douglas Student | No Charge |
- G. Authorize the Issuance of Complimentary Activity Passes for all Douglas School District Employees for the 2026–27 school year and Lifetime Complimentary Activity Passes for all Retired Employees and Senior Citizens (age 65 and over).
- H. Approve the District Participation in the Emergency School Bus Mutual Assistance Pact for the 2026-27 School Term.
- I. The District will continue to provide bus transportation for students living more than 2.5 miles from school, in accordance with Board Policy EEA. Per policy, two high-needs areas have also been identified. An official bus route report will be presented at a future board meeting once enrollment data is finalized at the start of the school year.
- J. Hear First Reading of the following new or revised Board Policies: New Board Policy HJ(N) - Housing of Negotiable Items
Revised Board Policy Regulation GBM-R(N) - Staff Grievances Procedures
Revised Board Policy Regulation KL-R(N) - Complaint Procedure
Revised Board Policy Exhibit KL-E(1) (N) - Complaint Report Form
Revised Board Policy GCI(N) - Professional Staff Assignments and Transfers

21. Items Removed From Consent Agenda

22. Adjournment



2026-27 DOUGLAS REGULAR SCHOOL BOARD MEETING DATES

Vandenbery Elementary School - Library Conference Room
561 Briggs Street
5:00 p.m.

Monday	July 13, 2026	
Monday	August 10, 2026	
Monday	August 24, 2026	
Monday	September 14, 2026	
Monday	September 28, 2026	
*Tuesday	October 13, 2026	<i>Monday is Native American Day - Holiday</i>
Monday	October 26, 2026	
Monday	November 9, 2026	
Monday	November 23, 2026	
Monday	December 14, 2026	
Monday	January 11, 2027	
Monday	January 25, 2027	
Monday	February 8, 2027	
Monday	February 22, 2027	
Monday	March 8, 2027	
Monday	March 22, 2027	
Monday	April 12, 2027	
Monday	April 26, 2027	
Monday	May 10, 2027	
Monday	May 24, 2027	
Monday	June 14, 2027	
Monday	June 28, 2027	

*Changed date

BOE Approved 7/13/26

BOARD MEMBER COMMITTEE PARTICIPATION
2026-27

Committee	Schedule	Board Members
ASBSD Convention Delegate	August 6-7, 2026 in Sioux Falls	Delegate: Alternate:
Audit Committee	after Audit complete (one/year)	1. 2. 3. (alternate)
Black Hills Special Services Coop	4th Wednesday evening of each month	Delegate: Alternate:
Box Elder Chamber of Commerce	monthly	1.
Box Elder City Equalization Meetings	March (3rd week)	1
Budget/Capital Outlay Committee	Feb/March, usually one/year	1. 2.
Building Committee (Facilities Master Planning)	as needed	1. 2.
Curriculum Coordinating Committee	see CCC schedule, 3:20 at FC Kennedy Rm	1.
Negotiations	Spring after Legislature Session	1. 2.
School Boundary Sub-Committee	as needed	1. 2.
Wellness Committee	as needed	1.
Classified Listening Sessions Interview Committees	as needed on rotating basis	

1-25-7. REFERRAL TO OMC. Upon receiving a referral from a state's attorney or the attorney general, the South Dakota Open Meetings Commission shall examine the complaint and investigatory file submitted by the state's attorney or the attorney general and shall also consider signed written submissions by the persons or entities that are directly involved. Based on the investigatory file submitted by the state's attorney or the attorney general and any written responses, the commission shall issue a written determination on whether the conduct violates this chapter, including a statement of the reasons therefor and findings of fact on each issue and conclusions of law necessary for the proposed decision. The final decision shall be made by a majority of the commission members, with each member's vote set forth in the written decision. The final decision shall be filed with the attorney general and shall be provided to the public entity and or public officer involved, the state's attorney, and any person that has made a written request for such determinations. If the commission finds a violation of this chapter, the commission shall issue a public reprimand to the offending official or governmental entity. However, no violation found by the commission may be subsequently prosecuted by the state's attorney or the attorney general. All findings and public censures of the commission shall be public records pursuant to § 1-27-1. Sections 1-25-6 to 1-25-9, inclusive, are not subject to the provisions of chapter 1-26.

1-25-8. OMC MEMBERS. The South Dakota Open Meeting Commission shall be comprised of five state's attorneys appointed by the attorney general. Each commissioner shall serve at the pleasure of the attorney general. A chair of the commission shall be chosen annually from the membership of the commission by a majority of its members.

1-25-12. DEFINITIONS. Terms used in this chapter mean:

(1) "Political subdivision," any association, authority, board, commission, committee, council, task force, school district, county, city, town, township, or other local government entity that is created or appointed by statute, ordinance, or resolution and is vested with the authority to exercise any sovereign power derived from state law;

(2) "Public body," any political subdivision and the state;

(3) "Official meeting," any meeting of a quorum of a public body at which official business or public policy of that public body is discussed or decided by the public body, whether in person or by means of teleconference;

(4) "Teleconference," information exchanged by any audio, video, or electronic medium, including the internet;

(5) "State," each board, commission,

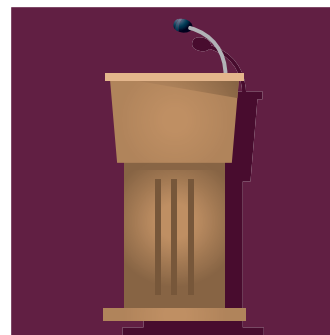
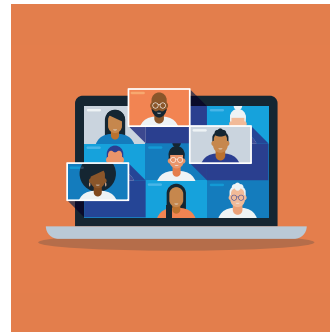
department, or agency of the State of South Dakota. The term, state, does not include the Legislature.

1-27-1.16. MEETING PACKETS AND MATERIALS.

If a meeting is required to be open to the public pursuant to § 1-25-1 and if any printed material relating to an agenda item of the meeting is prepared or distributed by or at the direction of the governing body or any of its employees and the printed material is distributed before the meeting to all members of the governing body, the material shall either be posted on the governing body's website or made available at the official business office of the governing body at least twenty-four hours prior to the meeting or at the time the material is distributed to the governing body, whichever is later. If the material is not posted to the governing body's website, at least one copy of the printed material shall be available in the meeting room for inspection by any person while the governing body is considering the printed material. However, the provisions of this section do not apply to any printed material or record that is specifically exempt from disclosure under the provisions of this chapter or to any printed material or record regarding the agenda item of an executive or closed meeting held in accordance with § 1-25-2. A violation of this section is a Class 2 misdemeanor. However, the provisions of this section do not apply to printed material, records, or exhibits involving contested case proceedings held in accordance with the provisions of chapter 1-26.

1-27-1.17. DRAFT MINUTES. The unapproved, draft minutes of any public meeting held pursuant to § 1-25-1 that are required to be kept by law shall be available for inspection by any person within ten business days after the meeting. However, this section does not apply if an audio or video recording of the meeting is available to the public on the governing body's website within five business days after the meeting. A violation of this section is a Class 2 misdemeanor. However, the provisions of this section do not apply to draft minutes of contested case proceedings held in accordance with the provisions of chapter 1-26.

1-27-1.18. WORKING GROUP REPORTS. Any final recommendations, findings, or reports that result from a meeting of a committee, subcommittee, task force, or other working group which does not meet the definition of a political subdivision or public body pursuant to § 1-25-1, but was appointed by the governing body, shall be reported in open meeting to the governing body which appointed the committee, subcommittee, task force, or other working group. The governing body shall delay taking any official action on the recommendations, findings, or reports until the next meeting of the governing body.



Conducting the Public's Business in Public

A guide to South Dakota's Open Meetings Laws
(Revised 2023)

Prepared by:
S.D. Attorney General's Office
in partnership with the
S.D. NewsMedia Association

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Q: WHAT ARE SOUTH DAKOTA'S OPEN MEETINGS LAWS?

A: South Dakota's open meetings laws embody the principle that the public is entitled to the greatest possible information about public affairs and are intended to encourage public participation in government. SDCL Ch. 1-25 requires that official meetings of public bodies must be public and advance notice is to be given of such meetings. The statutes define an "official meeting" as one where a quorum of the public body is present and at which official business or public policy of the body is discussed or decided. Openness in government is encouraged.

Q: WHO DOES THE OPEN MEETINGS LAWS APPLY TO?

A: The open meetings laws apply to all public bodies "of the state and its political subdivisions." SDCL 1-25-1. This includes cities, counties, school boards and other public bodies created by ordinance or resolution, such as appointed boards, task forces, and committees, so long as they have authority to exercise sovereign power. SDCL 1-25-12(1). Although no court decisions have been issued on the subject, this probably does not include bodies that serve only in an advisory capacity. The State Constitution allows the Legislature and the Unified Judicial System to create rules regarding their own separate functions.

Q: ARE TELECONFERENCES CONSIDERED PUBLIC MEETINGS?

A: Yes. The open meetings laws allow meetings, including executive or closed meetings, to be conducted by teleconference – defined as an exchange of information by audio, video, or electronic means (including the internet) – if a place is provided for the public to participate. In addition,

for teleconferences where less than a quorum of the public body is present at the location open to the public, arrangements must also be made for the public to listen by telephone or internet (except for portions of meetings properly closed for executive sessions). The media and public must be notified of teleconference meetings under the same notice requirements as any other meeting.

Q: HOW ARE THE PUBLIC AND MEDIA NOTIFIED WHEN PUBLIC BUSINESS IS BEING DISCUSSED?

A: SDCL 1-25-1.1 requires that all political subdivisions (except the state and its boards, commissions, or departments as provided in § 1-25-1.3) prominently post a notice and copy of the proposed agenda at the political subdivision's principal office. At a minimum, the proposed agenda must include the date, time, and location of the meeting and must be visible, readable, and accessible to the public for 24 continuous hours immediately preceding the meeting. Also, if the political subdivision has its own website, the notice must be posted on the website upon dissemination of the notice. For special or rescheduled meetings, political subdivisions must comply with the regular meeting notice requirements as much as circumstances permit. The notice must be delivered in person, by mail, by email, or by telephone to all local news media who have asked to be notified. It is good practice for local media to renew requests for notification of special or rescheduled meetings at least annually.

SDCL 1-25-1.3 varies slightly from SDCL 1-25-1.1 and requires the State and its boards, commissions, or departments to give notice by posting a proposed agenda at least 72 continuous hours before a meeting is scheduled to start (this does not include any weekend or legal holiday). The State is also required to give notice of a public meeting by posting its proposed agenda on <http://boardsandcommissions.sd.gov>.

The requirement to provide one or more places for the public to listen to the teleconference does not apply to official meetings closed to the public pursuant to specific law.

1-25-2. EXECUTIVE SESSION. Executive or closed meetings may be held for the sole purposes of:

(1) Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee. The term, employee, does not include any independent contractor;

(2) Discussing the expulsion, suspension, discipline, assignment of or the educational program of a student or the eligibility of a student to participate in interscholastic activities provided by the South Dakota High School Activities Association;

(3) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters;

(4) Preparing for contract negotiations or negotiating with employees or employee representatives;

(5) Discussing marketing or pricing strategies by a board or commission of a business owned by the state or any of its political subdivisions, when public discussion may be harmful to the competitive position of the business; or

(6) Discussing information pertaining to the protection of public or private property and any person on or within public or private property specific to:

(a) Any vulnerability assessment or response plan intended to prevent or mitigate criminal acts;

(b) Emergency management or response;

(c) Public safety information that would create a substantial likelihood of endangering public safety or property, if disclosed;

(d) Cyber security plans, computer, communications network schema, passwords, or user identification names;

(e) Guard schedules;

(f) Lock combinations;

(g) Any blueprint, building plan, or infrastructure record regarding any building or facility that would expose or create vulnerability through disclosure of the location, configuration, or security of critical systems of the building or facility; and

(h) Any emergency or disaster response plans or protocols, safety or security audits or reviews, or lists of emergency or disaster response personnel or material; any location or listing of weapons or ammunition; nuclear, chemical, or biological agents; or other military or law enforcement equipment or personnel.

However, any official action concerning the matters pursuant to this section shall be made

at an open official meeting. An executive or closed meeting must be held only upon a majority vote of the members of the public body present and voting, and discussion during the closed meeting is restricted to the purpose specified in the closure motion. Nothing in § 1-25-1 or this section prevents an executive or closed meeting if the federal or state Constitution or the federal or state statutes require or permit it. A violation of this section is a class 2 misdemeanor.

9-34-19. EXECUTIVE SESSIONS (MUNICIPAL AND COUNTIES). Any documentary material or data compiled or received by a municipal corporation, county, or an economic development corporation receiving municipal or county funds, for the purpose of furnishing assistance to a business, to the extent that such material or data consists of trade secrets or commercial or financial information regarding the operation of such business, is not a public record. Any discussion or consideration of such trade secrets or commercial or financial information by a municipal corporation or county may be done in executive session closed to the public.

1-25-6. DUTY OF STATE'S ATTORNEY. If a complaint alleging a violation of chapter 1-25 is made pursuant to § 23A-2-1, the state's attorney shall take one of the following actions:

(1) Prosecute the case pursuant to Title 23A;

(2) Determine that there is no merit to prosecuting the case. Upon doing so, the state's attorney shall send a copy of the complaint and any investigation file to the attorney general. The attorney general shall use the information for statistical purposes and may publish abstracts of such information, including the name of the government body involved for purposes of public education; or

(3) Send the complaint and any investigation file to the South Dakota Open Meetings Commission for further action.

1-25-6.1. DUTY OF STATE'S ATTORNEY (COUNTY COMMISSION ISSUES). If a complaint alleges a violation of this chapter by a board of county commissioners, the state's attorney shall take one of the following actions:

(1) Prosecute the case pursuant to Title 23A;

(2) Determine that there is no merit to prosecuting the case. The attorney general shall use the information for statistical purposes and may publish abstracts of the information as provided by § 1-25-6;

(3) Send the complaint and any investigation file to the South Dakota Open Meetings Commission for further action; or

(4) Refer the complaint to another state's attorney or to the attorney general for action pursuant to § 1-25-6.

PERTINENT S.D. OPEN MEETINGS STATUTES (other specific provisions may apply depending on the public body involved)

1-25-1. OPEN MEETINGS. The official meetings of the state and its political subdivisions are open to the public unless a specific law is cited by the state or the political subdivision to close the official meeting to the public.

It is not an official meeting of one public body if its members provide information or attend the official meeting of another public body for which the notice requirements of § 1-25-1.1 or 1-25-1.3 have been met. It is not an official meeting of a public body if its members attend a press conference called by a representative of the public body.

For any event hosted by a nongovernmental entity to which a quorum of the public body is invited and public policy may be discussed, but the public body does not control the agenda, the political subdivision may post a public notice of a quorum, in lieu of an agenda. The notice of a quorum shall meet the posting requirements of § 1-25-1.1 or 1-25-1.3 and shall contain, at a minimum, the date, time, and location of the event.

The public body shall reserve at every official meeting a period for public comment, limited at the public body's discretion as to the time allowed for each topic and the total time allowed for public comment but not so limited as to provide for no public comment.

Public comment is not required at official meetings held solely for the purpose of meeting in executive session, an inauguration, swearing in of newly elected officials, or presentation of an annual report to the governing body regardless of whether or not such activity takes place at the time and place usually reserved for a regularly scheduled meeting.

If a quorum of township supervisors, road district trustees, or trustees for a municipality of the third class meet solely for purposes of implementing previously publicly adopted policy; carrying out ministerial functions of that township, district, or municipality; or undertaking a factual investigation of conditions related to public safety; the meeting is not subject to the provisions of this chapter.

A violation of this section is a Class 2 misdemeanor.

1-25-1.1. PUBLIC NOTICE OF POLITICAL SUBDIVISIONS. Each political subdivision shall provide public notice, with proposed agenda, that is visible, readable, and accessible for at least an entire, continuous twenty-four hours immediately preceding any official meeting, by posting a copy of the notice, visible to the public, at the principal office of the political subdivision holding the meeting. The proposed agenda shall include the date, time, and location of the meeting. The notice shall also be posted on the political subdivision's website upon dissemination of the notice, if a

website exists. For any special or rescheduled meeting, the information in the notice shall be delivered in person, by mail, by email, or by telephone, to members of the local news media who have requested notice. For any special or rescheduled meeting, each political subdivision shall also comply with the public notice provisions of this section for a regular meeting to the extent that circumstances permit. A violation of this section is a Class 2 misdemeanor.

1-25-1.3. PUBLIC NOTICE OF STATE. The state shall provide public notice of a meeting by posting a copy of the proposed agenda at the principal office of the board, commission, or department holding the meeting. The proposed agenda shall include the date, time, and location of the meeting, and be visible, readable, and accessible to the public. The agenda shall be posted at least seventy-two hours before the meeting is scheduled to start according to the agenda. The seventy-two hours does not include Saturday, Sunday, or legal holidays. The notice shall also be posted on a state website, designated by the commissioner of the Bureau of Finance and Management. For any special or rescheduled meeting, the information in the notice shall be delivered in person, by mail, by email, or by telephone, to members of the local news media who have requested notice. For any special or rescheduled meeting, the state shall also comply with the public notice provisions of this section for a regular meeting to the extent that circumstances permit. A violation of this section is a Class 2 misdemeanor.

1-25-1.5. TELECONFERENCE MEETING. Any official meeting may be conducted by teleconference. A teleconference may be used to conduct a hearing or take final disposition regarding an administrative rule pursuant to § 1-26-4. A member is deemed present if the member answers present to the roll call conducted by teleconference for the purpose of determining a quorum. Each vote at an official meeting held by teleconference may be taken by voice vote. If any member votes in the negative, the vote shall proceed to a roll call vote.

1-25-1.6. TELECONFERENCE PARTICIPATION. At any official meeting conducted by teleconference, there shall be provided one or more places at which the public may listen to and participate in the teleconference meeting. For any official meeting held by teleconference, that has less than a quorum of the members of the public body participating in the meeting who are present at the location open to the public, arrangements shall be provided for the public to listen to the meeting via telephone or internet.

Q: WHO ARE LOCAL NEWS MEDIA?

A: There is no definition of "local news media" in SDCL ch. 1-25. "News media" is defined in SDCL 13-1-57 generally as those personnel of a newspaper, periodical, news service, radio station, or television station regardless of the medium through which their content is delivered. The Attorney General is of the opinion that "local news media" is all news media – broadcast and print – that regularly carry news to the community.

Q: IS A PUBLIC COMMENT PERIOD REQUIRED AT PUBLIC MEETINGS?

A: Yes. Public bodies are required to provide at every official meeting a period of time on their agenda for public comment. Each public body has the discretion to limit public comment as to the time allowed for each topic commented on, and as to the total time allowed for public comment. A public comment period is not required for meetings held solely for the purpose of executive session.

Q: CAN PUBLIC MEETINGS BE RECORDED?

A: Yes, SDCL 1-25-11 requires public bodies to allow recording (audio or video) of their meetings if the recording is reasonable, obvious, and not disruptive. This requirement does not apply to those portions of a meeting confidential or closed to the public.

Q: WHEN CAN A MEETING BE CLOSED TO THE PUBLIC AND MEDIA?

A: SDCL 1-25-2 allows a public body to close a meeting for the following purposes: 1) to discuss personnel issues pertaining to officers or employees; 2) consideration of the performance or discipline of a student, or the student's participation in interscholastic activities; 3) consulting with legal counsel, or reviewing communications from legal counsel

about proposed or pending litigation or contractual matters; 4) employee contract negotiations; 5) to discuss marketing or pricing strategies of a publicly-owned competitive business; or 6) to discuss information related to the protection of public or private property such as emergency management response plans or other public safety information. The statute also recognizes that executive session may be appropriate to comport with other laws that require confidentiality or permit executive or closed meetings. Federal law pertaining to students and medical records will also cause school districts and other entities to conduct executive sessions or conduct meetings to refrain from releasing confidential information. Meetings may also be closed by cities and counties for certain economic development matters. SDCL 9-34-19. Note that SDCL 1-25-2 and SDCL 9-34-19 do not require meetings be closed in any of these circumstances. Any official action based on discussions in executive session must, however, be made at an open meeting.

Q: WHAT IS THE PROPER PROCEDURE FOR EXECUTIVE SESSIONS?

A: Motions for executive sessions must refer to the specific state or federal law allowing for the executive session i.e. "pursuant to SDCL 1-25-2(3)." Also, best practice to avoid public confusion would be that public bodies explain the reason for going into executive session. For example, the motion might state "motion to go into executive session pursuant to SDCL 1-25-2(1) for the purposes of discussing a personnel matter;" or "motion to go into executive session pursuant to SDCL 1-25-2(3) for the purposes of consulting with legal counsel." Discussion in the executive session must be strictly limited to the announced subject. No official votes may be taken on any matter during an executive session. The public body must return to open session before any official action can be taken. Board members could be held personally liable for the results of an official vote

taken illegally during an executive session. For example, a contract approved only during an executive session could be found void and the board members could be required to repay any public funds spent under the contract.

Q: WHAT HAPPENS IF THE MEDIA OR PUBLIC IS IMPROPERLY EXCLUDED FROM A MEETING OR OTHER VIOLATIONS OF THE OPEN MEETING LAWS OCCUR?

A: Excluding the media or public from a meeting that has not been properly closed subjects the public body or the members involved to: (a) prosecution as a Class 2 misdemeanor punishable by a maximum sentence of 30 days in jail, a \$500 fine or both; or (b) a reprimand by the Open Meeting Commission ("OMC"). The same penalties apply if the agenda for the meeting is not properly posted, or other open meeting violations occur. Also, action taken during any meeting that is not open or has not been properly noticed could, if challenged, be declared null and void. It could even result in personal liability for members of the governing body involved, depending upon the action taken.

Q: HOW ARE ISSUES REFERRED TO THE OPEN MEETINGS COMMISSION ("OMC")?

A: Persons alleging violations of the open meetings laws must make their complaints with law enforcement officials in the county where the offense occurred. After a signed and notarized complaint is made under oath, and any necessary investigation is conducted, the State's Attorney may: (a) prosecute the case as a misdemeanor; (b) find that the matter has no merits and file a report with the Attorney General for statistical purposes; or (c) forward the complaint to the OMC for a determination. The OMC is comprised of five State's Attorneys appointed by the Attorney General. The OMC examines whether a violation has occurred and makes written public findings explaining its reasons. If you have questions on the procedures or status

of a pending case, you may contact the Attorney General's Office at 605-773-3215 to talk to an assistant for the OMC. Procedures for the OMC are posted on the website for the Office of Attorney General. <http://atg.sd.gov/>.

Q: WHAT DOES THE TERM "SOVEREIGN POWER" MEAN?

A: The open meetings laws do not define this term, but it generally means the power to levy taxes, impose penalties, make special assessments, create ordinances, abate nuisances, regulate the conduct of others, or perform other traditional government functions. The term may include the exercise of many other governmental functions. If an entity is unclear whether it is exercising "sovereign power" it should consult with legal counsel.

Q: MAY AGENDA ITEMS BE CONSIDERED IF THEY ARE ADDED LESS THAN 24 HOURS BEFORE A MEETING?

A: Proposed agendas for public meetings must be posted at least 24 hours in advance of the meeting. The purpose of providing advance notice of the topics to be discussed at a meeting is to provide information to interested members of the public concerning the governing body's anticipated business. Typically, the public body adopts the final agenda upon convening the meeting. At the time the final agenda is adopted, the governing body may add or delete agenda items and may also change the order of business. See *In re Yankton County Commission, Open Meetings Commission Decision # 20-03*, December 31, 2020. New items cannot be added after the agenda has been adopted by the governing body. Public bodies are strongly encouraged to provide at least 24 hours' notice of all agenda items so as to be fair to the public and to avoid dispute. For special or rescheduled meetings, public bodies are to comply to the extent circumstances permit. In other words, posting less than 24 hours in advance may be permissible in emergencies.

Q: ARE EMAIL DISCUSSIONS "MEETINGS" FOR PURPOSES OF THE OPEN MEETINGS LAWS?

A: The definition of an "official meeting" in SDCL 1-25-12(3) references teleconferences. The definition of a "teleconference" in SDCL 1-25-12(4) includes the exchange of information via the internet or any other electronic medium. The analysis of these two definitions leads to the conclusion that email discussions that include a quorum of a public body and which discuss the official business of that body could be considered "meetings" for purposes of the open meetings laws. Email participation in scheduling or similar activity would not, under this analysis, constitute a public meeting.

Q: WHAT RECORDS MUST BE AVAILABLE TO THE PUBLIC IN CONJUNCTION WITH PUBLIC MEETINGS?

A: SDCL 1-25-1.4 requires state boards, commissions, or departments to make public meeting materials available on <http://boardsandcommissions.sd.gov>. SDCL 1-27-1.16 requires that any other public body must post meeting materials on the public body's website or make those materials available to the public at least twenty-four hours prior to the hearing or when made available to the members of the public body, whichever is later. Finally, SDCL 1-27-1.17 requires that draft minutes of public meetings must be made available to the public at the principal place of business for the public body within 10 business days after the meeting (or made available on the website for the public body within five business days). These laws are in addition to any specific requirements for public bodies (i.e., publication requirements in state laws pertaining to cities, counties, or school districts). Enforcement of public records laws contained in SDCL Ch. 1-27 are handled by separate procedures found in SDCL 1-27-35, et. seq. rather than the open meeting procedures described above. Violations of SDCL 1-27-1.16 and 1-27-1.17 are also Class 2 misdemeanors.

Q: WHAT REQUIREMENTS APPLY TO TASK FORCES, COMMITTEES AND WORKING GROUPS?

A: Task forces and committees that exercise "sovereign power," and are created by statute, ordinance, or proclamation are required to comply with the open meetings laws. SDCL 1-25-12(1). Task forces, committees, and working groups that are not created by statute, ordinance, or proclamation, or are advisory only, may not be subject to the open meetings laws, but are encouraged to comply to the extent possible when public matters are discussed. Ultimately, if such advisory task forces, committees and working groups present any reports or recommendations to public bodies, the public bodies must wait until the next meeting (or later) before taking final action on the recommendations. SDCL 1-27-1.18.

CODE OF CONDUCT FOR SCHOOL BOARD MEMBERS

As a member of my local school board, I will strive to be an advocate for students and to improve public education and to that end:

1. I will have integrity in all matters and support the full development of all children and the welfare of the community, state and nation.
2. I will attend scheduled board meetings.
3. I will come to board meetings informed concerning the issues under consideration.
4. I will make policy decisions based on the available facts and appropriate public input.
5. I will delegate authority for the administration of the schools to the superintendent, and establish a process for accountability of administrators.
6. I will encourage individual board members expression of opinion and establish an open, two-way communication process with all segments of the community.
7. I will communicate, in accordance with board policies, public reaction and opinion regarding board policies and school programs to the full board and superintendent.
8. I will bring about desired changes through legal and ethical procedures, upholding and enforcing all laws, state regulations, and court orders pertaining to schools.
9. I will refrain from using the board position for personal or partisan gain and avoid any conflict of interest or the appearance of impropriety.
10. I will respect the confidentiality of privileged information and make no individual decisions or commitments that might compromise the board or administration.
11. I will be informed about current educational issues through individual study and participation in appropriate programs, such as those sponsored by my state and national school boards associations.
12. I will always remember that the foremost concern of the board is to improve and enhance the teaching and learning experience for all students in the public schools of South Dakota.

Therefore, I will always strive to demonstrate appropriate behavior/conduct as a public school board member according to Board Policy BBF - Board Member Code of Ethics.

(Each member of this school board voting to adopt this Code should sign.)

Board Member: _____

Board Member: _____

Board Member: _____

Board Member: _____

Board Member: _____

School Board: Douglas School Board 51-1 Date: July 13, 2026

DOUGLAS SCHOOL DISTRICT 51-1

STRATEGIC DIRECTION

IDENTITY

- 1 Honor our legacy and create new traditions
- 2 Welcoming and safe learning community

ADAPTABILITY

- 1 Professional development, growth mindset
- 2 Collect, analyze, decide and adjust daily

OWNERSHIP

- 1 Consistent expectations for all stakeholders
- 2 Pursuit of student success
- 3 Fiscal responsibility

COMMUNITY & WELL-BEING

- 1 Develop a robust mental health and wellness plan
- 2 Create opportunities for family and community engagement
- 3 Further develop crisis response plan



Student Success!

DOUGLAS SCHOOL DISTRICT 51-1

STRATEGIC DIRECTION

IDENTITY

- 1** Honor the district's legacy while creating new traditions. Discover, develop and assess existing key components
- 2** Create a welcoming and safe learning community that recognizes, celebrates, and embraces the district's diverse student, staff and community population.

ADAPTABILITY

- 1** Create a comprehensive professional development plan for Douglas School District that places emphasis on adaptability and a growth mindset.
- 2** Identify, collect and analyze data needed to make informed decisions and adjust daily operations as necessary.

OWNERSHIP

- 1** Identify and communicate clear and consistent expectations for all stakeholders.
- 2** All stakeholders will pursue student success (academic, behavior, attendance) through the creation of goals & benchmarks and a commitment to continuous improvement.
- 3** Douglas School District will ensure fiscal responsibility through the safeguarding of resources and a focus on fiscal sustainability.

COMMUNITY & WELL-BEING

- 1** Develop a robust mental health/wellness plan for the Douglas School District that is responsive to all stakeholders.
- 2** Create ongoing opportunities for family engagement and community involvement.
- 3** Continually evaluate and further align our crisis response plan with best practice.



Student Success!

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
BLACK HILLS CHEMICAL CO	187707		11,285.61
BLACK HILLS ENERGY- AUTO PAY	334		27,125.48
BRIGHTLY SOFTWARE	187708		5,493.33
CARDIO PARTNERS INC	187709		1,236.60
CITY OF BOX ELDER	328		6,125.78
DLD TECHNOLOGIES CORPORATION	187714		25,322.25
DOUGLAS PETTY CASH	187715		514.00
EDLIO INC	187716		7,920.00
FIDUCIARY ACCOUNT	187717		1,105.00
GREAT WESTERN TIRE COMPANY	187719		891.20
HILLYARD INC	187720		1,296.66
INFINITE CAMPUS	187721		23,983.80
INSTITUTE FOR MULTISENORY EDUCATION	187722		7,600.00
KIEFFER SANITATION	331		1,439.65
KIEFFER SANITATION, INC.-AUTO PAY	333		4,170.51
LEXIA VOYAGER SOPRIS LEARNING INC	187724		4,573.50
LIFEWAYS INC	187725		10,000.00
MARSH & MCLENNAN AGENCY LLC	187727		506,050.40
MENARDS	187729		1,219.97
MIDWEST BUS PARTS, INC.	187730		6,687.57
MONTANA DAKOTA UTILITIES COMPANY, INC.	329		2,873.46
MOSYLE CORPORATION	187731		5,428.50
NAFIS	187733		4,610.28
NATIONAL STUDENT CLEARING HOUSE	187734		625.00
NAVIGATE 360, LLC	187735		3,093.18
NORTH CENTRAL BUS & EQUIPMENT CO. INC	187737		185.17
PEACHJAR INC	187738		560.00
RISK ADMINISTRATION SERVICES INC	187740		76,890.84
RIVERSIDE TECHNOLOGIES INC	187741		5,795.00
SANORBIX LLC	187742		3,936.00
SASD	187743		2,337.00
SCHOOL NURSE SUPPLY	187745		5,216.27
SOFTWARE UNLIMITED INC	187747		18,640.00
TERRYBERRY	187752		180.52
TURF TANK	187753		1,079.20

TYLER TECHNOLOGIES	187754	2,056.00
ULINE SHIPPING SUPPLY SPEC.	187755	602.67
WEST RIVER ELECTRIC-AUTOPAY	330	1,800.28
WESTERN STATES FIRE PROTECTION COMPANY	187756	6,060.00
GENERAL FUND		796,010.68
APPLE INC	187706	83,895.00
CDW EDUCATION	187710	318,750.00
CENTRAL RESTAURANT PRODUCTS	187711	7,975.00
CENTURY BUSINESS	187712	4,622.31
DAKOTA LETTERING	187713	1,410.20
FULL GORILLA APPAREL	187718	11,760.00
MCKIE FORD, INC.	187728	90,278.00
MENARDS	187729	4,589.87
MRG HAUFF	187732	9,189.63
RIDDELL / ALL AMERICAN SPORTS CORP	187739	10,074.95
RIVERSIDE TECHNOLOGIES INC	187741	17,497.00
SAVVAS LEARNING COMPANY LLC	187744	140,891.22
STAGE, GEORGIA	187748	2,057.00
STRAYDOG STRENGTH	187749	800.00
TANITA CORPORATION OF AMERICA, INC	187750	2,359.14
CAPITAL OUTLAY		706,149.32
DOUGLAS PETTY CASH	187715	232.00
LIGHTSPEED TECHNOLOGIES INC	187726	10,070.00
NCS PEARSON, INC.	187736	8,383.75
RISK ADMINISTRATION SERVICES INC	187740	18,658.44
SHINING PATHWAY ABA, LLS	187746	60,750.00
TEACHERS SYNERGY, LLC	187751	30.94
SPECIAL ED		98,125.13
		1,600,285.13
CASH-WA DISTRIBUTING COMPANY, INC.	13125	1,209.41
GENERAL FUND	13126	13,309.48
INFINITE CAMPUS	13127	6,957.60
PAN-O-GOLD BAKING COMPANY, INC.	13128	315.50
REINHART FOOD SERVICE LLC	13129	10,975.48
RISK ADMINISTRATION SERVICES INC	13130	2,989.72
SERVALL TOWEL & LINEN SUPPLY, INC.	13131	83.10

SYSCO MONTANA	13132	1,271.48
FOOD SERVICE		37,111.77
		37,111.77
Grand Total:		1,637,396.90

South Dakota Comprehensive Plan/Program Narrative

Sec. 300.201 Consistency with State policies.

The LEA, in providing for the education of children with disabilities within its jurisdiction, must have in effect policies, procedures, and programs that are consistent with the State policies and procedures, established under Secs. 300.101 through 300.163, and 300.165 through 300.174. (Authority: 20 U.S.C. 1413(a)(1))

South Dakota Administrative Rule 24:05:21:01. Local education agency comprehensive plans- Contents.

Each local education agency must have a current comprehensive plan approved by the school board on file with the district superintendent or designee. Documentation supporting the implementation of the local school district's comprehensive plan shall be maintained by the district for review by Special Education Programs staff during onsite monitoring visits. Districts shall update comprehensive plans consistent with 24:05:21:01.02 and recertify their content annually.

The Douglas School District has formally adopted the following policies and procedures as the district's comprehensive plan for special education. These policies and procedures were approved by the school board on _____. As indicated by the signature below, the authorizing official acknowledges the district will meet all requirements of the Individuals with Disabilities Education Act and Article 24:05 through the implementation of these policies and procedures and furthermore, provides assurances that it meets each of the conditions in 34 CFR 300.201 through 300.213.

CERTIFICATION- I certify that I have read and reviewed the above assurance and will comply with all provisions of applicable federal and state laws.

Signature of Authorized Official

Date

Typed Name and Title

400 Patriot Drive, Box Elder, SD 57719

(605)923-0000

Address/State/Zip

Telephone Number

*This page must be signed by the school district official listed above and returned to:

Department of Education
Special Education Programs
800 Governor's Drive
Pierre, SD 57501

South Dakota LEA Comprehensive Plan: Program Narrative

SECTION I: Free and Appropriate Public Education (FAPE) 34 C.F.R. §§ 300.101-300.108, 300.110; ARSD 24:05:13:02

The district/cooperative and all member schools/districts will make available to all children with disabilities residing in the district(s) between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school, as provided for in 300.530(d); 24:05:26 and 24:05:26.01, ARSD. Specific reference in the narrative to include:

- FAPE beginning at age 3; 300.101(b); ARSD 24:05:13:02
- Children advancing from grade to grade; 300.101(c); ARSD 24:05:13:02
- Limitations- age exceptions to FAPE; 300.102; ARSD 24:05:22:04.01
- FAPE- methods and payments; 300.103; ARSD 24:05:19:08
- Residential placement; 300.104; ARSD 24:05:19:08
- Assistive technology; 300.105; ARSD 24:05:27:20, ARSD 24:05:27:18, ARSD 24:05:27:19
- Extended school year services; 300.106; ARSD 24:05:25:26
- Nonacademic services; 300.107; ARSD 24:05:28:06
- Physical education; 300.108; ARSD 24:05:28:08
- Program options; 300.110; ARSD 24:05:28:04

District Narrative: (Review cited regulation to describe local implementation.)

- FAPE beginning at age 3; 300.101(b); ARSD 24:05:13:02

The Douglas School District will make a FAPE available to all students with disabilities who reside within the boundaries of the district between the ages of 3 and 21 years of age. This includes any student with a disability who has been suspended or expelled. All eligible preschool aged students will have FAPE made available to them by their third birthday, including those whose birthdays fall during the summer months.

- Children advancing from grade to grade; 300.101(c); ARSD 24:05:13:02

All eligible students with disabilities, regardless of whether they are advancing from grade to grade, will have FAPE available to them on an individualized basis as determined by the student's IEP team on an annual basis. Exceptions to FAPE for students aged 3-21 includes those students who have graduated from high school with the regular high school diploma.

Additionally, Douglas School District will make FAPE available to children from birth to age three who qualified for prolonged assistance. For students with disabilities who turn 21 during the fiscal year, the district will provide FAPE until June 30.

- Limitations- age exceptions to FAPE; 300.102; ARSD 24:05:22:04.01

All eligible students with disabilities may receive services from age 3 through completion of an approved public or nonpublic school secondary program or through age 21, as designated in that child's individual education program.

- FAPE- methods and payments; 300.103; ARSD 24:05:19:08

Douglas School District will apply whatever available federal, state, local, and private funds to meet its obligations for the provision of FAPE and must ensure that FAPE is provided at no cost and without delay.

- Residential placement; 300.104; ARSD 24:05:19:08

As deemed necessary, the Douglas School District will provide FAPE to students with disabilities through a public or private residential program at no cost to the parents.

- Assistive technology; 300.105; ARSD 24:05:27:18 ARSD 24:05:27:19

As deemed necessary, the Douglas School District will provide assistive technology to students with disabilities and the evaluation for such at no cost to the parents. This may include assistive technology to be used at home, when it is determined to be essential for FAPE on an individual, case-by-case basis.

- Extended school year services; 300.106; ARSD 24:05:25:26

As deemed necessary, the Douglas School District will provide extended school year services to eligible students with disabilities at no cost to the parents.

- Nonacademic services; 300.107; ARSD 24:05:28:06

Douglas School District ensures the provision of program options, nonacademic and extracurricular services, are available to children in need of special education or special education and related services through the development of the IEP. Once the team has determined where instruction will occur, the team will consider the amount of time the student is removed from their peer group and document student's program options in the IEP.

- Physical education; 300.108; ARSD 24:05:28:08

Douglas School District ensure that the need for physical education services, specially designed if necessary, will be made available to every child in need of special education or special education and related services. The need for physical education services is documented in the IEP and reviewed and revised annually.

- Program options; 300.110; ARSD 24:05:28:04

Douglas School District ensures the provision of program options, nonacademic and extracurricular services, are available to children in need of special education or special education and related services through the development of the IEP. Once the team has determined where instruction will occur, the team will consider the amount of time the student is removed from their peer group and document student's program options in the IEP.

SECTION II: Full educational opportunity goal (FEOG) 34 C.F.R. § 300.109; ARSD 24:05:22:04, ARSD 24:05:22:04.01

The district/cooperative and all member schools/districts will have in effect policies and procedures, demonstrating that the district/cooperative has established a goal of providing full educational opportunity to all children with disabilities, aged birth through 21, and include a timetable for accomplishing that goal.

District Narrative: (Review cited regulation to describe local implementation.)

The Douglas School District, consistent with the timetable established by the State of South Dakota and Part B of the Individuals with Disabilities Education Act (IDEA), has a goal of providing full educational opportunity to all children with disabilities, aged birth through twenty-one. The district will review data annually to guide decisions with regard to adjustments in its programs to ensure appropriate services to all students with disabilities.

The District's procedures for determining the additional number and kind of facilities, personnel and services needed in order to meet its full program services goal are as follows:

1. The Director Special Services will review current statistical information from the district's special education program reflecting:
 - a) number of referrals being submitted; and
 - b) number resulting in the identification of additional students requiring special education services.
2. The Director Special Services will review the current census information projecting the number of new special education students to be served based on previous population percentages experienced by the district.
3. The Director Special Services will review the annual federal child count statistics reflecting the current number of special students being served, their primary disability condition, kinds of related services required, amount of time in special and regular education, and any other information to assist in program development.

SECTION III: Child Find 34 C.F.R. § 300.111; Child Identification ARSD 24:05:22

The district/cooperative and all member schools/districts must have in effect policies and procedures for ensuring that all children with disabilities who reside within the boundaries of the district/cooperative member districts, including those who are homeless children or are wards of the state, and children with disabilities who attend private schools, regardless of the severity of their disabilities, who are in need of special education and related services are identified, located, and evaluated and a practical method is developed and implemented to determine which children with disabilities are currently receiving needed special education and related services. Specific reference in the narrative to include:

- Use of the term developmental delay; ARSD 24:05:24.01:09
- Children who may be suspected of having a disability, and in need of special education, even though they are advancing from grade to grade, 300.111(c)(1); ARSD 24:05:22:01
- Children who are highly mobile, including migrant children, 300.111(c)(2); ARSD 24:05:22:01

District Narrative: (Review cited regulation to describe local implementation.)

The Douglas School District, has in effect policies and procedures to ensure that all children with disabilities who reside within the boundaries of the district/cooperative member districts and who may be in need of special education and related services are located, identified, and evaluated according to all relevant regulations. This includes those students who may be homeless or wards of the state, as well as children with disabilities who may attend private schools within the jurisdiction of the district. Child find includes our ongoing efforts to identify pre-school and school age students with disabilities through our referral and evaluation procedures, as well as our periodic screening of preschoolers who may be experiencing developmental delays.

1. The Douglas School District shall develop and utilize a system for the identification, location, and evaluation of children in need of special education or special education and related services. The system must include all children residing within the jurisdiction of the district ages birth through 21 regardless of the severity of their disability, including children in all public and private agencies and institutions, private schools, including religious schools, and children receiving alternative instruction under SDCL 13-27-3 within the legal boundaries of the district.
2. Minimum Procedures.
 - a. At a minimum, a local school district's procedures for implementing its child identification system must include the following:
 - i. The persons responsible for the coordination, implementation, and documentation of the system:
 1. The superintendent will appoint on an annual basis through the Annual Part B Application for funds the name of the Director of Special Education who will be responsible for the coordination, implementation and documentation of the system.
 - b. A written description of the district's annual public awareness campaign for informing the parents of children residing within the legal boundaries of the district and other interested parties located within the jurisdiction of the district, including all public and private agencies and institutions, private school, including religious schools, and children receiving alternative instruction under SDCL 13-27-3
 - i. The public awareness campaign for the Douglas School District is ongoing and focuses on the special education program services available within the school district and how to access them. Methods used to inform parents and other interested parties of the identification, location and evaluation of children in need of special education or special education and related services may include several of the following:
 1. Newspaper release in the local district paper.
 2. Radio announcement within local districts coverage areas.
 3. Information published in the individual district's student handbook or newsletter or on the district's website.
 4. Written material will be made available to interested parties within the jurisdiction of each school district.
 5. Information will be published within each district's local paper regarding screening activities to be conducted for children ages' birth through five years.
 6. Screening will occur periodically throughout the school year at the Douglas School District.
 7. Written information will be displayed to make the public aware of the child find activities by each school.
 8. District website will contain contact information
 9. Referrals will be addressed on an on-going basis throughout the year when brought to the attention of district personnel.
 - c. As designated by the superintendent, the Director of Special Education is responsible for the coordination, implementation and documentation of the system and will maintain data regarding child identification activities. Data will include all children screened and referred, those receiving a multidisciplinary evaluation, those referred but not evaluated, those evaluated but not placed and those receiving special education and related services.
 - c. The establishment of written procedures for collecting, maintaining, and reporting current and accurate data on all child identification activities which must be ongoing and include children not currently enrolled in the public school education program.

- i. Procedures for collection, maintaining, and reporting current and accurate data on all child identification activities are ongoing and include children not currently enrolled in the public schools education program. Douglas School District will maintain a file documenting its child find activities. The file may include:
 1. Annual Student Information Systems data (SIMS)
 2. Child identification news release information
 3. Written material of services available
 4. Screening press releases
 5. Parent right brochures
 6. Referral forms
 7. Student handbook or newsletter containing pertinent data
 8. Any other written material developed and used to support the on-going child identification process including information from all public and private agencies and institutions located within the jurisdiction of the district.
- d. A practical method of determining which children are currently receiving needed special education or special education and related services. Documentation supporting the implementation of a local school district's child identification system shall be maintained by the district for review by Special Education Program staff during on-site monitoring visits and must include annual child count data submitted to the division for approval. Each superintendent or designee shall annually complete the information required in the Student Information Management Systems (SIMS) provided by the Department of Education no later than December 1st.
 - i. Information will be gathered from the student IEPs and other data collected and maintained by the district for inclusion in the SIMS report.
 - ii. The Director of Special Education shall certify in writing that the information provided is an accurate and unduplicated count of disabled children receiving special education or special education and related services within the district.

- Use of the term developmental delay; ARSD 24:05:24.01:09

The Douglas School District has adopted the term developmental delay for students within its jurisdiction. Because the Douglas School District uses the term developmental delay, it agrees to conform to both the division's definition of the term (listed below) and to the age range that has been adopted by the division.

Developmental delay defined. A student, who is at least three years old but less than nine, may be identified as a student with a disability if the student has one of the major disabilities listed in district policies and procedures or if the student experiences a severe delay in development and needs special education and related services.

A student with a severe delay in development functions at a developmental level two or more standard deviations below the mean in any one area of development specified in this section or 1.5 standard deviations below the mean in two or more areas of development. The areas of development are cognitive development, physical development, communication development, social or emotional development, and adaptive development.

The Douglas School District shall ensure that all of the student's special education and related services needs that have been identified through the evaluation procedures described under district policies and procedures are appropriately addressed.

- Children who may be suspected of having a disability, and in need of special education, even though they are advancing from grade to grade, 300.111(c)(1); ARSD 24:05:22:01

Douglas School District ensures that children who may be suspected of having a disability, and in need of special education, are subject to child find requirements even though they are advancing from grade to grade.

- Children who are highly mobile, including migrant children, 300.111(c)(2).

Douglas School District ensures that children who reside within the school district and are highly mobile, including migrant children, are subject to child find requirements. Douglas School District has a system in place to review files of students moving into the district and has a pre-referral process in place to determine the needs for students.

SECTION IV: Individualized Education Program (IEP) 34 C.F.R. 300.112; ARSD 24:05:27

The district/cooperative and all member schools/districts will ensure that an individualized education plan (IEP), or an individual family service plan (IFSP) that meets the requirements of section 636(d) of the Act, is developed, reviewed, and revised for each child with a disability in accordance with 34 C.F.R. §§ 300.320 – 300.324, except as provided in 300.300(b)(3)(ii). Specific reference must include:

- Content of the IEP; 300.320(a)(1-7); ARSD 24:05:27:01.03
- Transition services; 300.320(b); ARSD 24:05:27:13.02
- Transfer of rights at the age of majority; 300.320(c); ARSD 24:05:27:01.03
- The IEP team; 300.321; ARSD 24:05:27:01.01
- Parent participation in the IEP; 300.322; ARSD 24:05:25:16
- When the IEP must be in effect; 300.323; ARSD 24:05:25:22
- Development of the IEP; 300.324; ARSD 24:05:27:01.02
- Routine checking of hearing aids and external components of surgically implanted medical devices, 300.113; ARSD 24:05:27:05

District Narrative: (Review cited regulation to describe local implementation.)

The Douglas School District ensures that each identified student with a disability has a current IEP in place that meets the requirements of Section 636(d) of the IDEA, and that has been developed in accordance with the requirements at 34 CFR sections 300.320 through 324. All identified students with disabilities in our district will have a current IEP in place at the beginning of the school year, and for eligible preschool students, by their third birthday. Each eligible student's IEP will be reviewed periodically, but not less than annually, to review progress and determine whether annual goals are being met.

- Content of the IEP; 300.320(a)(1-7); ARSD 24:05:27:01.03

Douglas School District procedures:

1. The Director of Special Education will be responsible to ensure proper procedures are followed in the development, review, and revision of each IEP. This would include completing and mailing parental prior notices and other correspondence relating to development, review, or revision of IEP's, adhering to timelines, composition of the IEP team, and properly completing each section of the IEP.
2. The IEP team will ensure all appropriate special education issues are addressed and documented on the IEP. The district's Comprehensive Plan along with the IEP Technical Assistance Guide, available from Special Education Programs, will be used as references in the development, review, and revision of each IEP.
3. All decisions of the IEP team will be made jointly by the parents and school personnel through the IEP process and specified on the child's IEP. The IEP will be in effect before special education and related services are provided to a child and will be implemented as soon as possible following an IEP team meeting.
4. The special educator will ensure the parent receives a copy of the completed IEP. The district will ensure the general educators and other service providers are made aware of all sections of the IEP they are responsible for implementing in the child's program.

Douglas School District will ensure that each student's individualized education program will include:

1. A statement of the student's present levels of academic achievement and functional performance, including:
 - a. How the student's disability affects the student's involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled students); or
 - b. For preschool students, as appropriate, how the disability affects the student's participation in appropriate activities;
2. A statement of measurable annual goals, including academic and functional goals, designed to:
 - a. Meet the student's needs that result from the student's needs that result from the student's disability to enable the student to be involved in and progress in the general education curriculum; and
 - b. Meet each of the student's other educational needs that result from the student's disability;

For students with disabilities who take alternate assessments aligned to alternate achievement standards, each student's IEP shall provide a description of benchmarks or short-term objectives;

3. A statement of the special education and related services and supplementary aids and services, based on a peer-reviewed research to the extent practicable, to be provided to the student , or on behalf of the student, and a statement of the program modification or supports for school personnel that will be provided to enable the student:
 - a. To advance appropriately toward attaining their annual goals;
 - b. To be involved and make progress in the general education curriculum in accordance with this section and to participate in extracurricular and other nonacademic activities; and
 - c. To be educated an participate with other students with disabilities and nondisabled students in the activities described in this section;
4. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in activities described in this section;
5. A statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the student on state and district-wide assessments consistent with § 24:05:14:14. If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or district-wide assessment of student achievement, a statement of why:
 - a. The student cannot participate in the regular assessment; and
 - b. The particular alternate assessment selected is appropriate for the student;
6. The projected date for the beginning of the services and modifications described in this section and the anticipated frequency, location, and duration of those services and modifications;
7. A description of how the student's progress toward the annual goals described in this section will be measured and when periodic reports on the progress the student is making toward meeting the annual goals (such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards) will be provided;
8. Beginning not later than the first IEP to be in effect when the student turns 16, or younger if determined appropriate by the IEP team, an updated annually thereafter, the IEP shall include:
 - a. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and, if appropriate, independent living skills; and
 - b. The transition services (including a course of study) needed to assist the student in reaching those goals; and
9. Beginning not later than one year before a student reaches the age of majority under state law, the student's individualized education program must include a statement that the student has been informed of his or her rights under Part B of the Individuals with Disabilities Education Act, if any, that will transfer to the student on reaching the ag of majority consistent with § 24:05:30:16.01.

- Transition services; 300.320(b); ARSD 24:05:27:13.02

On or before a student turns 16 years of age, the district will ensure that each student's individualized education program shall include:

Transition services that are a coordinated set of activities for a student with a disability, designed to be within a results-oriented process, that is focused on improving the academic and functional achievement of the student with a disability to facilitate the student's movement from school to post school activities, including postsecondary education, vocational education, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation. The coordinated set of activities shall be based on the individual student's needs, taking into account the student's strengths, preferences and interests, and shall include instruction, related services, community experiences, the development of employment and other post school adult living objectives, and, if appropriate, acquisition of daily living skills and provision of a functional vocational evaluation. Transition services for students with disabilities may be special education, if provided as specially designed instruction, or related services, if required to assist a student with a disability to benefit from special education.

- Transfer of rights at the age of majority; 300.320(c); ARSD 24:05:27:01.03

Beginning not later than one year before a student reaches the age of majority under state law, the district ensures that each student's individualized education program will include a statement that the student has been informed of his or her rights under Part B of the Individuals with Disabilities Education Act, if any, that will transfer to the student on reaching the age of majority consistent with § 24:05:30:16.01.

- The IEP team; 300.321; ARSD 24:05:27:01.01

- 1) (Required IEP members are:
 - a) The parents of the student;
 - b) Not less than one regular education teacher of the student if the student is, or may be, participating in the regular education environment;
 - c) Not less than one special education teacher of the student or, if appropriate, at least one special education provider of the student;
 - d) A representative of the school district who:
 - i) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of students with disabilities;
 - ii) Is knowledgeable about the general education curriculum; and
 - iii) Is knowledgeable about the availability of resources of the school district;
 - iv) An individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in subdivisions 2 to 6, inclusive, of this section;
 - v) At the discretion of the parent or the school district, other individuals who have knowledge or special expertise regarding the student including related services personnel as appropriate
 - vi) If appropriate, the student; and
 - vii) Transition services participants as described in §§ 24:05:25:16.01 and 24:05:25:16.02. At the meeting, the team will review the evaluation report(s), determine eligibility for special education and special education and related services, and, if appropriate, develop an IEP and then determine placement in the appropriate least restrictive environment.
 - e) A member of the IEP team described in item 1 of this section, (1)-(5), inclusive, is not required to attend an IEP team meeting, in whole or in part, if the parent of a student with a disability and the school district agree in writing that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting. A member of the IEP team may be excused from attending, in whole or in part, an IEP team meeting that involves a modification to or discussion of the member's area of the curriculum or related services, if:
 - (a) The parent and school district consent in writing to the excusal; and
 - (b) The member submits, in writing to the parent and the IEP team, input into the development of the IEP before the meeting.
 - f) The designated school representative is the building administrator. Should the building administrator be unable to attend the IEP meeting, the building administrator may designate another person to act as the school representative, as long as the person meets all the requirements listed in item 4 above. The administrator shall notify the person ahead of time if they will be serving as school representative to review their roles and responsibilities. If no person is designated as the school representative by the administrator, the district's excusal process must be completed.

- Parent participation in the IEP; 300.322; ARSD 24:05:25:16

The district ensures that one or both parents of the child are present at each IEP team meeting or are afforded the opportunity to participate. The district shall notify parents of the meeting early enough to ensure that they will have an opportunity to attend, scheduling the meeting at a mutually agreed-upon time and place. The notice to the parents shall state the purpose, time, and location of the IEP team meeting and who will be in attendance and inform the parents of the provisions relating to the participation of other individuals on the IEP team who have knowledge or special expertise about the child, including information related to the participation of the Part C service coordinator or other representatives of the Part C system at the initial IEP Team meeting for a child previously served under Part C of the IDEA. If a purpose of the IEP team meeting is the consideration of postsecondary goals and transition services for a student, the notice must also address the provisions of § 24:05:25:16.01. If parents cannot attend, the district shall use other methods to ensure participation, including individual or conference telephone calls consistent with § 24:05:27:08.04.

- When the IEP must be in effect; 300.323; ARSD 24:05:25:22

The district ensures if the child is determined to be in need of special education or special education and related services, the IEP team shall develop an appropriate individual education program for the child. At the beginning of each school year thereafter, the district must have in effect an IEP for each child with disabilities within its jurisdiction. For children beginning at age three, an IEP shall be in effect by that date. If a child's third birthday occurs during the summer, the IEP team shall determine the date when services under the IEP will begin.

- Development of the IEP; 300.324; ARSD 24:05:27:01.02

The district ensures in developing, reviewing, and revising each student's individualized education program, the team shall consider the strengths of the student and the concerns of the parents for enhancing the education of their student, the results of the initial or most recent evaluation of the student, the academic, developmental, and functional needs of the student. The individualized education program team also shall:

- (1) In the case of a student whose behavior impedes his or her learning or that of others, consider the use of positive behavioral interventions and supports and other strategies to address that behavior;
- (2) In the case of a student with limited English proficiency, consider the language needs of the student as these needs relate to the student's individualized education program;
- (3) In the case of a student who is blind or visually impaired, provide for instruction in Braille and the use of Braille unless the team determines, after an evaluation of the student's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the student's future needs for instruction in Braille or the use of Braille), that instruction in Braille or the use of Braille is not appropriate for the student;
- (4) Consider the communication needs of the student and, in the case of a student who is deaf or hard of hearing, consider the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode; and
- (5) Consider whether the student requires assistive technology devices and services.

The regular education teacher of a student with a disability, as a member of the individualized education program team, must, to the extent appropriate, participate in the development, review, and revision of the student's individualized education program, including the determination of appropriate positive behavioral interventions and supports and other strategies for the student and the determination of supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student consistent with subdivision 24:05:27:01.03(3).

Nothing in this section requires the team to include information under one component of a student's individualized education program that is already contained under another component of the student's individualized education program. No additional information may be required to be included in a student's IEP beyond what is explicitly required in this section.

- Routine checking of hearing aids and external components of surgically implanted medical devices, 300.113; ARSD 24:05:27:05

For children with hearing impairments, including deafness, in need of special education who wear hearing aids in school, the Douglas School District ensures the IEP team shall include, as a related service, a monitoring schedule in the individual educational program to ensure the proper functioning of these corrective devices

SECTION V: Least Restrictive Environment (LRE), 34 C.F.R. §§ 300.114 – 300.120; ARSD 24:05:28

The district/cooperative and all member schools/districts will ensure that, to the maximum extent appropriate, children with disabilities, including those in public or private institutions or other care facilities, are educated with children who are not disabled, and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature and severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. Specific reference must include:

- A continuum of alternative placements; 300-115; ARSD 24:05:28:02
- Placements; 300.116; ARSD 24:05:28:03
- Non-academic settings, 300.117; ARSD 24:05:28:06
- Children in public or private institutions; 300.118; ARSD 24:05:28:07
- Teachers and administrators are provided with technical assistance and training; 300.119; ARSD 24:05:28:11
- Monitors placements, 300.120; ARSD 24:05:28:12

District Narrative: (Review cited regulation to describe local implementation.)

The Douglas School District ensures the availability of a continuum of alternative placements to provide each student with a disability the opportunity for education in the Least Restrictive Environment. Any removal of a student with a disability from the regular education environment may occur only when the nature and severity of the child's needs dictate that education in regular classes, with the use of supplementary aids and services cannot be achieved satisfactorily.

- A continuum of alternative placements; 300.115; ARSD 24:05:28:02

Douglas School District procedures for ensuring the child is placed in the least restrictive environment within the continuum of alternative and the factors the teams use in determining placement:

1. Decisions regarding a student's least restrictive environment will be made by the IEP team in the same way any other placement decision is made. Readiness for movement within the continuum of alternative placements is determined through documentation for the student's academic skills and social behavior. In all appropriate circumstances, students will be given an opportunity to participate in the general education setting with modification before moving on to the next more restrictive setting.
2. The IEP team will collect appropriate information on the student's functioning in the areas of educational, social, emotional, physical, cognitive, and communication skills.
3. The IEP team will also consider the following factors when determining least restrictive environment for a student:
 - a. the student's strengths and needs.
 - b. the student's age and physical size.
 - c. the student's level of motivation and interest in participating in the classroom under consideration.
 - d. the progress and success of interventions strategies.
 - e. the degree of student's disability and need for physical support system.
 - f. the student's success in previous placements.
 - g. the need for related services.
 - h. the receiving teacher's skills in working with children in need of special education.
 - i. the student's learning style.
 - j. the size and general composition of the student group into which the student will move.

- Placements; 300.116; ARSD 24:05:28:03

The IEP team will ensure the following:

- 1) Each child's educational placement must be individually determined at least annually and must be based on the child's individual education program
- 2) Provisions are made for appropriate classroom or alternative settings necessary to implement a child's individual education program;
- 3) Unless a child's individual education plan requires some other arrangement, the child shall be educated in the school which that child would normally attend if not disabled. Other placement shall be as close as possible to child's home;
- 4) Placement in the least restrictive environment will not produce a harmful effect on the child or reduce the quality of services which that child needs; and
- 5) A child with a disability is not removed from education in age appropriate regular classrooms solely because of needed modification in the general education curriculum

- Non-academic settings, 300.117; ARSD 24:05:28:06

Douglas School District ensures the provision of program options, nonacademic and extracurricular services, are available to children in need of special education or special education and related services through the development of the IEP. Once the team has determined where instruction will occur, the team will consider the amount of time the student is removed from their peer group and document student's program options in the IEP.

- Children in public or private institutions; 300.118; ARSD 24:05:28:07

Douglas School District ensures that children placed in public or private institutions or other care facilities are educated with children who are not disabled to the maximum extent appropriate. The IEP team will consider the potential harmful effects of all placements and opportunities for community involvement. The team will address all program options, nonacademic and extracurricular in the IEP when placing a student in a public or private institution or other care facilities.

- Teachers and administrators are provided with technical assistance and training; 300.119; ARSD 24:05:28:11

The Douglas School District will provide ongoing training to all staff and paraprofessionals to assist all in the provision of services to students with disabilities.

- Monitors placements, 300.120; ARSD 24:05:28:12

Douglas School District will submit data to the State for the purpose of monitoring education placements for students with disabilities on an annual basis.

SECTION VI: Procedural Safeguards, 34 C.F.R. § 300.121; ARSD 24:05:30

The district/cooperative and all member schools/districts will ensure that all children with disabilities and their parents are afforded procedural safeguards required by 34 C.F.R. §§300.500 through 300.536, and consistent with South Dakota Administrative Rule. Specific reference must include:

- Opportunity to examine records; parent participation in meetings; 300.501(a)(b)(c); ARSD 24:05:30:02
- Independent educational evaluations; 300.502; ARSD 24:05:30:03
- Prior written notice; content of notice; 300.503; ARSD 24:05:30:04
- Procedural safeguards notice; 300.504; ARSD 24:05:30:06.01, ARSD 24:05:30:06.02
- Use of electronic mail; 300.505; ARSD 24:05:30:06.03
- Availability of mediation; 300.506; ARSD 24:05:30:09
- Filing of due process complaints; 300.507; 300.508; 300.509; ARSD 24:05:30:07.01
- Resolution process; 300.510; ARSD 24:05:30:08.09-.12
- Impartial due process hearing; 300.511; ARSD 24:05:30:09.04
- Hearing rights; 300.512; ARSD 24:05:30:12
- Hearing decisions; 300.513; 300.514; 300.515; 300.516; 300.517; ARSD 24:05:30:11
- Status of child during due process proceedings; 300.518; 24:05:30:14 ARSD.
- Surrogate parents; children who are wards of the state; homeless youth; 300.519; ARSD 24:05:30:15
- Transfer of rights at age of majority; 300.520; ARSD 24:05:30:16.01
- Discipline procedures and manifestation determination; 300.530; ARSD 24:05:26:09.03
- Determination of setting; 300.531; ARSD 24:05:26:09.2
- Right of appeal of the determination of setting; 300.532; ARSD 24:05:26:09.05
- Placement during appeals; 300.533; ARSD 24:05:26:09.06
- Protections for children not determined eligible for special education and related services; 300.534; ARSD 24:05:26:14
- Referral to action by law enforcement and judicial authorities; 300.535; ARSD 24:05:26:15
- Change of placement due to disciplinary removals; 300.536; ARSD 24:05:26:02.01

District Narrative: (Review cited regulation to describe local implementation.)

The Douglas School District ensures that all children with disabilities and their parents are afforded the required procedural safeguards of 34 CFR 300.500 through 300.356 as outlined in the *South Dakota Parental Rights and Procedural Safeguards* document.

The district will provide a copy of the procedural safeguards document to the parents of an eligible child with a disability at least one time each year, in addition to the following:

- Upon initial referral or parent request for an evaluation;
- Upon request by the parent;
- In accordance with discipline procedures outline in the procedural safeguards document;
- Upon receipt of the first state complaint or first due process complaint in a given school year.

The district posts a copy of the procedural safeguards document on its website in both English and Spanish to afford access to the public.

- Opportunity to examine records; parent participation in meetings; 300.501(a)(b)(c); ARSD 24:05:30:02

The district ensures the parents of a child in need of special education or special education and related services shall be afforded an opportunity to inspect and review all education records concerning the identification, evaluation, and educational placement of the child and the provisions of a free appropriate public education to the child.

- Independent educational evaluations; 300.502; ARSD 24:05:30:03

The district ensures a parent has the right to an independent educational evaluation at public expense if the parent disagrees with an evaluation obtained by the district subject to the conditions in this section.

Each district shall provide to parents, upon written request for an independent educational evaluation, information about where an independent educational evaluation may be obtained, and the district criteria applicable for independent educational evaluations specified in this section.

If a parent requests an independent educational evaluation, the district may ask for the parent's reason why he or she objects to the public evaluation. However, the explanation by the parent may not be required and the district may not unreasonably delay either providing the independent educational evaluation at public expense or filing a due process complaint to request a due process hearing to defend the public evaluation.

The district will provide to the parents, upon written request for an IEE, evaluator qualification, geographical boundaries to obtain the IEE and cost. The district will allow parent to demonstrate unique circumstances to justify deviating from IEE criteria. If the parent requests an independent educational evaluation at public expense, the district must, without unnecessary delay, either file a due process complaint to request a hearing under this chapter to show that its evaluation is appropriate, or ensure that an independent educational evaluation is provided at public expense unless the district demonstrates in a hearing that the evaluation obtained by the parent did not meet district criteria. If the district files a due process complaint to request a hearing under this chapter and the final decision is that the evaluation is appropriate, the parent still has the right to an independent educational evaluation, but not at public expense. A parent is entitled to only one independent educational evaluation at public expense each time the district conducts an evaluation with which the parent disagrees.

If the parent obtains an independent educational evaluation at public expense or shares with the district an evaluation obtained at private expense, the results of the evaluation must be considered by the district, if it meets district criteria, in any decision made with respect to the provision of a free appropriate public education to the child and may be presented by any party as evidence at a hearing under this chapter regarding that child.

If a hearing officer requests an independent educational evaluation as part of a hearing, the cost of the evaluation must be at public expense. If an independent evaluation is made at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria which the district uses when it initiates an evaluation to the extent those criteria are consistent with the parent's right to an independent educational evaluation. Each district shall provide to parents, on request, information about where an independent educational evaluation may be obtained.

For the purposes of this section, the term, independent education evaluation, means an evaluation conducted by a qualified examiner who is not employed by the district responsible for the education of the child in question. For purposes of this section, the term, public expense, means that the district either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent consistent with §§ 24:05:14:01 to 24:05:14:01.05, inclusive. Except for the criteria described in this section, a district may not impose conditions or timelines related to obtaining an independent educational evaluation at public expense

- **Prior written notice; content of notice; 300.503; ARSD 24:05:30:04**

The district ensures prior written notice must be given to the parents five days before the district proposes or refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child. The five-day notice requirement may be waived by the parents.

- **Procedural safeguards notice; 300.504; ARSD 24:05:30:06.01; ARSD 24:05:30:06.02**

The district ensures a copy of the procedural safeguards is available to the parents of a child with a disability must be given to the parents only one time a school year, except that a copy must also be given to the parent:

- 1) Upon initial referral or parental request for evaluation;
- 2) Upon request by a parent;
- 3) In accordance with the discipline procedures in chapters 24:05:26 and 24:05:26.01; and
- 4) Upon receipt of the first state complaint under chapter 24:05:15 and first due process complaint under this chapter in a school year. A district may place a current copy of the procedural safeguards notice on its internet website if a website exists.

The district ensures the procedural safeguards notice must include a full explanation of all of the procedural safeguards available under this article and the state complaint procedures relating to:

- 1) Independent educational evaluation;
- 2) Prior written notice;
- 3) Parental consent;
- 4) Access to educational records;
- 5) Opportunity to present and resolve complaints through the due process complaint and state complaint procedures, including:
 - a) The time period in which to file a complaint;
 - b) The opportunity for the district to resolve the complaint; and
 - c) The difference between the due process complaint and the state complaint procedures, including the jurisdiction of each procedure, what issues may be raised, filing and decisional timelines, and relevant procedures;
- 6) The child's placement during pendency of any due process complaint;
- 7) Procedures for students who are subject to placement in an interim alternative educational setting;
- 8) Requirements for unilateral placement by parents of children in private schools at public expense; (9) The availability of mediation;
- 9) Hearings on due process complaints, including requirements for disclosure of evaluation results and recommendations;
- 10) Civil actions, including the time period in which to file those actions; and
- 11) Attorneys' fees.

The form of the notice must be consistent with § 24:05:30:06, including written evidence that the requirements in this section have been met.

- Use of electronic mail; 300.505; ARSD 24:05:30:06.03

The district ensures a parent of a child with a disability may elect to receive notices required by this chapter by an electronic mail communication.

- Availability of mediation; 300.506; ARSD 24:05:30:09

The district ensures a parent of a child with a disability may elect to receive notices required by this chapter by an electronic mail communication.

- Filing of due process complaints; 300.507; 300.508; 300.509; ARSD 24:05:30:07.01

A parent or the district may file a due process complaint on any matters relating to the identification, evaluation or educational placement of a child with a disability, or the provision of FAPE to the child.

- Resolution process; 300.510; ARSD 24:05:30:08.09-.12

Within 15 days of receiving notice of the parent's due process complaint, and before the initiation of a due process hearing under this chapter, the district shall convene a meeting with the parent and the relevant member or members of the IEP team who have specific knowledge of the facts identified in the due process complaint. The meeting:

- 1) Shall include a representative of the district who has decision-making authority on behalf of the district; and
- 2) May not include an attorney of the district unless the parent is accompanied by an attorney. The parent and district shall determine the relevant members of the IEP team to attend the meeting.

The purpose of the resolution meeting is for the parent of the child to discuss the due process complaint, and the facts that form the basis of the due process complaint, so that the district has the opportunity to resolve the dispute that is the basis for the due process complaint.

The resolution meeting need not be held if:

- 1) The parent and the district agree in writing to waive the meeting; or
- 2) The parent and the district agree to use the mediation process described in this chapter.

If the district has not resolved the due process complaint to the satisfaction of the parent within 30 days of the receipt of the due process complaint, the due process hearing may occur.

Except as provided in § 24:05:30:08.14, the timeline for issuing a final decision in a due process hearing begins at the expiration of the 30-day period.

Except where the parties have jointly agreed to waive the resolution process or to use mediation, notwithstanding the above two paragraphs, the failure of the parent filing a due process complaint to participate in the resolution meeting delays the timelines for the resolution process and due process hearing until the meeting is held.

- **Impartial due process hearing; 300.511; ARSD 24:05:30:09.04**

If a due process complaint is received under this chapter, the parents or the district involved in the dispute shall have an opportunity for an impartial due process hearing, consistent with the procedures in this article.

- **Hearing rights; 300.512; ARSD 24:05:30:12**

Any party to a hearing, under this chapter or chapters 24:05:26 and 24:05:26.01, has the right to:

- 1) Be accompanied and advised by counsel and by individuals with special knowledge or training concerning the problems of children with disabilities, except that neither party has the right to be represented by a non-attorney at a hearing;
- 2) Present evidence and confront, cross-examine, and compel the attendance of witnesses;
- 3) Prohibit the introduction of any evidence at the hearing that has not been disclosed to that party at least five business days before the hearing;
- 4) Obtain a written or, at the option of the parents, electronic verbatim record of the hearing; and
- 5) Obtain written or, at the option of the parents, electronic findings of fact and decisions. The public agency shall transmit those findings and decisions, after deleting any personally identifiable information, to the state advisory council and shall make those findings and decisions available to the public.

Parents involved in hearings must be given the right to have the child who is the subject of the hearing present and open the hearing to the public. The record of the hearing and the findings of fact and decisions must be provided at no cost to the parents.

- **Hearing decisions; 300.513; 300.514; 300.515; 300.516; 300.517; ARSD 24:05:30:11**

A parent or the district, if aggrieved by the decision of the hearing officer under this chapter or chapters 24:05:26 and 24:05:26.01, may bring a civil action with respect to a due process complaint notice requesting a due process hearing under the Individuals with Disabilities Education Act, 20 U.S.C. § 1415(i)(2). A civil action may be filed in either state or federal court without regard to the amount in controversy. The party bringing the action has 90 days from the date of a hearing officer's decision to file a civil action. In any action brought under this section, the court:

- 1) Shall review the records of the administrative proceedings;
- 2) Shall hear additional evidence at the request of a party; and
- 3) Basing its decision on the preponderance of the evidence, shall grant the relief that the court determines to be appropriate.

Nothing in Part B of the Individuals with Disabilities Education Act restricts or limits the rights, procedures, and remedies available under the Constitution, the Americans with Disabilities Act of 1990 as amended to July 1, 2013, Title V of the Rehabilitation Act of 1973 as amended to July 1, 2013, or other federal laws protecting the rights of children with disabilities. However, before the filing of a civil action under these laws, seeking relief that is also available under section 615 of IDEA, the procedures under this chapter for filing a due process complaint must be exhausted to the same extent as would be required had the action been brought under section 615 of IDEA.

- **Status of child during due process proceedings; 300.518; ARSD 24:05:30:14**

Except as provided in chapters 24:05:26 and 24:05:26.01, during the pendency of any administrative hearing or judicial proceeding regarding a due process complaint notice requesting a due process hearing pursuant to this chapter, the child involved must remain in the present educational placement unless the state or school district and the parents agree otherwise. If the complaint involves an application for initial admission to public school, the child, with the consent of the parents, must be placed in the public school program until the completion of all the proceedings.

If the complaint involves an application for initial services under this article from a child who is transitioning from Part C of the IDEA to Part B and is no longer eligible for Part C services because the child has turned three, the district is not required to provide the Part C services that the child had been receiving. If the child is found eligible for special education and related services under Part B and the parent consents to the initial provision of special education and related services, then the district must provide those special education and related services that are not in dispute between the parent and the district.

If the decision of a hearing officer in a due process hearing agrees with the child's parents that a change of placement is appropriate, that placement must be treated as an agreement between the state and the parents for purposes of pendency.

- **Surrogate parents; children who are wards of the state; homeless youth; 300.519; ARSD 24:05:30:15**

The district shall establish procedures for the assignment of a surrogate parent to ensure that the rights of a child are protected if no parent, as defined in § 24:05:13:04, can be identified and the district, after reasonable effort, cannot locate a parent or if the child is a ward of the state or the child is an unaccompanied homeless youth as defined in section 725(6) of the McKinney-Vento Homeless Assistance Act, as amended to January 1, 2009. A district's method for determining whether a child needs a surrogate parent must include the following:

- 1) The identification of staff members at the district or building level responsible for referring students in need of a surrogate parent;
- 2) The provision of in-service training on the criteria in this section for determining whether a child needs a surrogate parent; and
- 3) The establishment of a referral system within the district for the appointment of a surrogate parent.

If a child is a ward of the state, the surrogate parent alternatively may be appointed by the judge overseeing the child's case, if the surrogate meets the requirements of this section. The district superintendent or designee shall appoint surrogate parents. The district shall ensure that a person selected as a surrogate has no personal or professional interest that conflicts with the interest of the child the surrogate represents and has knowledge and skills that ensure adequate representation of the child. The district is responsible for the training and certification of surrogate parents and shall maintain a list of persons who may serve as surrogate parents.

A person assigned as a surrogate may not be an employee of the department, district, or any other agency that is involved in the education or care of the child. If a child is an unaccompanied homeless youth, appropriate staff of emergency shelters, transitional shelters, independent living programs, and street outreach programs may be appointed as temporary surrogate parents, without regard to the nonemployee provision above, until a surrogate parent can be appointed who meets all of the requirements of this section.

A person who otherwise qualifies to be a surrogate under the provisions of this section is not an employee of the agency solely because the person is paid by the agency to serve as a surrogate parent. The surrogate parent may represent the student in all matters relating to the identification, evaluation, educational placement, and provision of FAPE to the students.

- **Transfer of rights at age of majority; 300.520; ARSD 24:05:30:16.01**

Consistent with state law, when a child with a disability reaches the age of majority that applies to all children, except for an eligible child who has been determined to be incompetent, the following shall occur:

- 1) The school district shall provide any notice required by this article to both the individual and the parents;
- 2) All other rights accorded to parents under this article transfer to the child; and
- 3) All rights accorded to parents under this article transfer to children who are incarcerated in an adult or juvenile, state, or local correctional institution.

If a state transfers rights under this section, the district shall notify the individual and the parents of the transfer of rights. If, consistent with state law, an eligible child is determined not to have the ability to provide informed consent with respect to the educational program of the child, the district shall appoint the parent or, if the parent is not available, another appropriate individual to represent the educational interests of the child throughout the child's eligibility under this article.

- **Discipline procedures and manifestation determination; 300.530; ARSD 24:05:26:09.03**

Within ten school days of any decision to change the placement of a student with a disability because of a violation of a code of student conduct, the district, the parent, and relevant members of the student's IEP team, as determined by the parent and the

district, shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents to determine:

- 1) Whether the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or
- 2) Whether the conduct in question was the direct result of the district's failure to implement the IEP.

The conduct must be determined to be a manifestation of the student's disability if the district, the parent, and relevant members of the student's IEP team determine that a condition in either subdivision (1) or (2) of this section was met.

If the district, the parent, and relevant members of the student's IEP team determine that the condition described in subdivision (2) of this section was met, the district shall take immediate steps to remedy those deficiencies.

Determination of setting; 300.531; ARSD 24:05:26:09.2 The student's IEP team shall determine the interim alternative educational setting in which a student is placed under §§ 24:05:26:08.01, 24:05:26:02.01, and 24:05:26:09.05.

- **Determination of setting; 300.531; ARSD 24:05:26:09.2**

The student's IEP team shall determine the interim alternative educational setting in which a student is placed under §§ 24:05:26:08.01, 24:05:26:02.01, and 24:05:26:09.05.

- **Right of appeal of the determination of setting; 300.532; ARSD 24:05:26:09.05**

The parent of a child with a disability who disagrees with any decision regarding:

- 1) placement under these procedures, or
- 2) the manifestation determination

may request a hearing by filing a due process complaint consistent with this document. The district that believes that maintaining the current placement of the child is substantially likely to result in injury to the child or others may request a hearing by filing a due process complaint consistent with this document.

- **Placement during appeals; 300.533; ARSD 24:05:26:09.06**

A removal of a child with a disability from the child's current educational placement is a change of placement if:

- 1) The removal is for more than 10 school days in a row; or 2. The child has been subjected to a series of removals that constitute a pattern because: 1. The series of removals total more than 10 school days in a school year;
- 2) The child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals; and
- 3) Of such additional factors as the length of each removal, the total amount of time the child has been removed, and the proximity of the removals to one another.

The district determines on a case-by-case basis whether a pattern of removals constitutes a change of placement. This determination is subject to review through due process and judicial proceedings.

- **Protections for children not determined eligible for special education and related services; 300.534; ARSD 24:05:26:14**

A student who has not been determined to be eligible for special education and related services under this article and who has engaged in behavior that violated any rule or code of conduct of the school district, including any behavior described in this chapter, may assert any of the protections provided for in this article if the school district had knowledge that the student was a student with a disability before the behavior that precipitated the disciplinary action occurred. A school district is deemed to have knowledge that a student is a student with a disability if:

- 1) The parent of the student has expressed concern in writing to supervisory or administrative personnel of the appropriate educational agency, or a teacher of the student, that the student is in need of special education and related services;
- 2) The parent of the student has requested an evaluation of the student pursuant to this article; or

- 3) The teacher of the student, or other personnel of the district or other public agency has expressed specific concerns about a pattern of behavior demonstrated by the student directly to the director of special education of the district or to other supervisory personnel of the district.

A district is not deemed to have knowledge that the student is a student with a disability under this section, if the parent of the student has not allowed an evaluation of the student pursuant to this article, or has refused services under this article, or the district conducted an evaluation consistent with this article and determined that the student was not a student with a disability.

If the district does not have knowledge that a student is a student with a disability before taking disciplinary measures against the student, the student may be subjected to the same disciplinary measures as measures applied to students without disabilities who engaged in comparable behaviors consistent with this chapter.

If a request is made for an evaluation of a student during the time period in which the student is subjected to disciplinary measures under this chapter, the evaluation must be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities, which can include suspension or expulsion without educational services. If the student is determined to be a student with a disability taking into consideration information from the evaluation conducted by the district and information provided by the parents, the district shall provide special education and related services in accordance with the provisions of this article including the discipline procedures and free appropriate public education requirements.

- Referral to action by law enforcement and judicial authorities; 300.535; ARSD 24:05:26:15

Nothing in Part B of the Individuals with Disabilities Education Act prohibits a school district from reporting a crime committed by a student with a disability to appropriate authorities or to prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with a disability.

The district reporting a crime committed by a student with a disability shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by the appropriate authorities to whom it reports the crime. A school district reporting a crime under this chapter may transmit copies of the student's special education and disciplinary records only to the extent that the transmission is permitted by the Family Educational Rights and Privacy Act, as amended to January 8, 2009.

- Change of placement due to disciplinary removals; 300.536; ARSD 24:05:26:02.01

For purposes of removal of a student with a disability from the student's current educational placement under this chapter, a change of placement occurs if:

- 1) The removal is for more than ten consecutive school days; or
- 2) The student is subjected to a series of removals that constitute a pattern because:
 - a) They cumulate to more than ten school days in a school year;
 - b) Of factors such as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another; and
 - c) The student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals.

The public agency determines on a case-by-case basis whether a pattern of removals constitutes a change of placement. This determination is subject to review through due process and judicial proceedings.

SECTION VII: Evaluation 34 C.F.R. §300.122; ARSD 24:05:25

The district/cooperative and all member schools/districts will ensure that all children with disabilities are evaluated in accordance with 34 C.F.R. §§300.300 through 300.311. Specific references must include:

- Parental consent (for initial evaluation, services, and re-evaluations; 300.300; ARSD 24:05:25:02.01, ARSD 24:05:25:06.01
- Initial evaluations; 300.301; ARSD 24:05:25:03
- Screening for instructional purposes; 300.302; ARSD 24:05:25:03.03
- Re-evaluations; 300.303; ARSD 24:05:25:06

- Evaluation procedures; 300.304; 300.305; ARSD 24:05:25:04
- Determining eligibility; 300.306; ARSD 24:05:25:04.03
- Specific learning disabilities; 300.307 through 300.311; ARSD 24:05:25:07, ARSD 24:05:25:08, ARSD 24:05:25:11, ARSD 24:05:25:12

District Narrative: (Review cited regulation to describe local implementation.)

The Douglas School District ensures that all children with disabilities are evaluated in accordance with the following regulatory provisions:

- Parental consent (for initial evaluation, services, and re-evaluations; 300.300; ARSD 24:05:25:02.01, ARSD 24:05:25:06.01 ARSD.

Consent for Initial evaluation. Any school district proposing to conduct an initial evaluation to determine whether a child qualifies as a child with a disability will, after providing notice consistent with chapter 24:05:30, obtain informed consent from the parent of the child before conducting the evaluation

Parental consent for initial evaluation may not be construed as consent for initial provision of special education and related services.

The school district will make reasonable efforts to obtain the informed consent from the parent for an initial evaluation to determine whether the child is a child with a disability.

To meet the reasonable efforts requirement in this section, the district will document its attempts to obtain parental consent using the procedures in § 24:05:25:17.

Consent for reevaluation. Before conducting a reevaluation of an eligible child, parental consent is required, unless:

- 1) The school district can demonstrate that it has taken reasonable measures to obtain consent, and the child's parent has failed to respond; and
- 2) The school district documents its efforts to obtain consent by using the procedures consistent with § 24:05:25:17.

If the parent refuses to consent the reevaluation, the school district may, but is not required to, pursue the reevaluation by using the consent override procedures described in chapter 24:05:30 including mediation and due process hearing procedures.

- Initial evaluations; (Preplacement evaluations, ARSD 24:05:25:03)

Preplacement evaluation. Before any action is taken concerning the initial placement of a child with disabilities in a special education program, a full and individual initial evaluation of the child's educational needs must be conducted in accordance with the requirements of this chapter. Initial evaluations must be completed within 25 school days after receipt by the district of signed parent consent to evaluate unless other timelines are agreed to by the school administration and the parents.

Written evaluation reports, determination of eligibility, and conducting an IEP team meeting must be completed within 30 calendar days from the end of the 25 school day evaluation timeline. If another timeline for completing the evaluation process is agreed to by the parent and school administration, the written evaluation reports, determination of eligibility, and conducting an IEP team meeting must be completed within 30 days from the end of agreed upon evaluation timeline.

Consistent with the consent requirements in this section, either a parent of a child or a school district may initiate a request for an initial evaluation to determine whether the child is a child with a disability

- Screening for instructional purposes; 300.302; ARSD 24:05:25:03.03

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation is not considered to be an evaluation for eligibility for special education and related services.

- Re-evaluations; 300.303; ARSD 24:05:25:06

Douglas School District shall ensure that a reevaluation of each child with a disability is conducted in accordance with this chapter if the district determines that the educational or related service needs, including improved academic achievement and functional performance of the child, warrant a reevaluation, or if the child's parents or teacher requests a reevaluation.

A reevaluation conducted under this section may occur not more than once a year, unless the parent and district agree otherwise, and must occur at least once every three years, unless the parent and the district agree that a reevaluation is unnecessary.

Reevaluations must be completed within 25 school days after receipt by the district of signed consent to reevaluate unless other time limits are agreed to by the school administration and the parents consistent with § 24:05:25:03.

The district shall follow the procedures under §24:05:25:04.02 for determining needed evaluation data when reevaluating a student for the additional purposes of:

- 1) Determining whether the child continues to have a disability and determining the educational needs of the child.
- 2) Determining the present levels of academic achievement and related developmental needs of the child;
- 3) Determining whether the child continues to need special education and related services; and
- 4) Determining whether any additions or modifications to the special education and related services are needed to enable the child to meet the measurable annual goals set out in the IEP and to participate, as appropriate, in the general education curriculum.

If no additional data are needed to determine continuing eligibility and the child's educational needs, the district shall notify the parents of that determination and reasons for it and of the right of the parent to request an assessment, for purposes of determining the child's educational needs under article 24:05, and to determine continuing eligibility. The school district is not required to conduct an assessment unless requested to do so by the child's parents. However, a school district shall follow the procedures in this chapter before determining that the child is no longer a child with a disability. The evaluation procedures described in this chapter are not required before the termination of a child's eligibility under article 24:05 due to graduation from a secondary school with a regular high school diploma, or exceeding the age eligibility for FAPE.

- Evaluation procedures; 300.304; 300.305; ARSD 24:05:25:04

The district shall ensure, at a minimum, that evaluation procedures include the following:

- 1) Assessments and other evaluation materials are provided and administered in the child's native language or by another mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer. In addition, assessments and other evaluation materials:
 - a) Are used for the purposes for which the assessments or measures are valid and reliable; and
 - b) Are administered by trained and knowledgeable personnel in conformance with the instructions provided by their producer;
- 2) Assessments and other evaluation materials include those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient;
- 3) Assessments are selected and administered so as best to ensure that if an assessment is administered to a child with impaired sensory, manual, or speaking skills, the assessment accurately reflects the child's aptitude or achievement level or whatever other factors the assessment purports to measure, rather than the child's impaired sensory, manual, or speaking skills except where those skills are the factors which the assessment purports to measure;
- 4) No single measure or assessment is used as the sole criterion for determining eligibility or an appropriate educational program for a child;
- 5) A variety of assessment tools and strategies are used to gather relevant functional, developmental, and academic information about the child, including information provided by the parents, that may assist in determining:
 - a) Whether the child is a child with a disability; and
 - b) The content of the child's IEP, including information related to enabling the child:
 - i) To be involved in and progress in the general education curriculum; or
 - ii) For a preschool child, to participate in appropriate activities;
- 6) Technically sound instruments, assessment tools, and strategies are used that:
 - a) May assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors; and

- b) Provide relevant information that directly assists persons in determining the educational needs of the child;
- 7) The child is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities; and
- 8) The evaluation is sufficiently comprehensive to identify all of the child's special education and related services needs, whether or not commonly linked to the disability category in which the child has been classified.

Assessments of children with disabilities who transfer from one school district to another school district in the same school year are coordinated with those children's prior and subsequent schools, as necessary and as expeditiously as possible, consistent with district policies and procedures for evaluation, to ensure prompt completion of full evaluations.

Determining eligibility; 300.306; ARSD 24:05:25:04.03

Upon completing the administration of assessments and other evaluation measures as required by this chapter, the individual education program team and other qualified individuals required by district policy shall determine whether the student is a student with a disability, and shall determine the educational needs of the child, as defined in article 24:05. The school district shall provide a copy of the evaluation report and the documentation of determination of eligibility at no cost to the parent. A student may not be determined to be a student with a disability if the determinant factor for that decision is lack of appropriate instruction in reading, including the essential components of reading instruction as defined in ESEA, or lack of appropriate instruction in math or limited English proficiency and if the student does not otherwise meet the eligibility criteria under § 24:05:24.01.

In interpreting evaluation data for the purpose of determining eligibility and determining the educational needs of the child in making placement decisions, including decisions regarding preschool children, each school district shall do the following:

- i) Draw upon information from a variety of sources, including aptitude and achievement tests, parent input, teacher recommendations, physical condition, social or cultural background, and adaptive behavior;
- ii) Ensure that information obtained from all of these sources is documented and carefully considered;
- iii) Ensure that the placement decision is made by a group of persons, including persons knowledgeable about the child, the meaning of the evaluation data, and the placement options;
- iv) Ensure that the placement decision is made in conformity with the least restrictive environment rules in district policy; and
- v) Ensure that the parents of each child with a disability are members of any group that makes decisions on the educational placement of their child.

If a determination is made that a child is disabled and needs special education and related services, an individual education program must be developed for the child in accordance with least restrictive environment requirements.

- **Specific learning disabilities; 300.307 through 300.311; ARSD 24:05:25:07, ARSD 24:05:25:08, ARSD 24:05:25:11, ARSD 24:05:25:12**

Documentation of eligibility for specific learning disabilities. For a child suspected of having a specific learning disability, the documentation of the determination of eligibility shall contain a statement of:

- 1) Whether the child has a specific learning disability;
- 2) The basis for making the determination, including an assurance that the determination has been made in accordance with this section;
- 3) The relevant behavior, if any, noted during the observation of the child and the relationship of that behavior to the child's academic functioning;
- 4) The educationally relevant medical findings, if any;
- 5) Whether:
 - a) The child does not achieve adequately for the child's age or does not meet state-approved grade-level standards; and
 - b) The child does not make sufficient progress to meet age or state approved grade-level standards; or the child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, state-approved grade level standards or intellectual development.
- 6) The determination of the group concerning the effects of a visual, hearing, or motor disability; cognitive disability; emotional disability; cultural factors; environmental or economic disadvantage; or limited English proficiency on the child's achievement level;

- 7) If the child has participated in a process that assesses the child's response to scientific, research-based intervention:
 - a) The instructional strategies used and the student-centered data collected; and
 - b) The documentation that the child's parents were notified about:
 - i) The state's policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided;
 - ii) Strategies for increasing the child's rate of learning; and
 - iii) The parent's right to request an evaluation;
- 8) If using the discrepancy model, the group finds that the child has a severe discrepancy of 1.5 standard deviations between achievement and intellectual ability in one or more of the eligibility areas, the group shall consider regression to the mean in determining the discrepancy; and
- 9) If using the response to intervention model for eligibility determination, the group shall demonstrate that the child's performance is below the mean relative to age or state approved grade level standards.

Group members to certify report in writing. Each group member shall certify in writing whether the report reflects his conclusion. If it does not reflect a group member's conclusion, the group member must submit a separate statement presenting his conclusions.

Response to intervention model. School districts that elect to use a response to intervention model as part of the evaluation process for specific learning disabilities shall submit to the state for approval a formal proposal that at a minimum addresses the provisions in district policy for documenting eligibility for specific learning disability.

SECTION VIII: Confidentiality 34 C.F.R. 300.123; ARSD 24:05:29, ARSD 24:05:21:05

The district/cooperative and all member schools/districts will ensure compliance with all regulations regarding the confidentiality of records and information, as noted in 34 C.F.R. §§300.610 through 300.626. Specific references must include:

- Notice requirements to parents; 300.612; ARSD 24:05:29:18
- Access rights; 300.613; ARSD 24:05:29:04
- Record of access; 300.614; ARSD 24:05:29:05
- Records on more than one child; 300.615; ARSD 24:05:29:06
- List of types and locations of information; 300.616; ARSD 24:05:29:07
- Fees for copies of records; 300.617; ARSD 24:05:29:08
- Amendments to records at parent's request; 300.618; ARSD 24:05:29:09
- Opportunity for a hearing; 300.619; ARSD 24:05:29:10
- Result of hearing and hearing procedures; 300.620-621; ARSD 24:05:29:12
- Parental consent for the release of records; 300.622; ARSD 24:05:29:13
- Safeguarding of records; 300.623; ARSD 24:05:29:14
- Destruction of information; 300.624; ARSD 24:05:29:15
- Children's rights; transfer at the age of majority; 300.625; ARSD 24:05:29:16
- Enforcement; policies and procedures; 300.626; ARSD 24:05:29:17
- Transfer of records for migratory children with disabilities; 300.213; ARSD 24:05:21:05

District Narrative: (Review cited regulation to describe local implementation.)

The Douglas School District ensures the compliance with all regulations regarding the confidentiality of personally identifiable information and all records according to 34 CFR 300.610 through 300.626.

- Notice requirements to parents; 300.612; ARSD 24:05:29:18

Annual notification of rights. Each school district shall annually notify parents of students currently in attendance at the agency or institution of their rights under the Family Educational Rights and Privacy Act (Act) and this section. The notice must inform the parent or eligible student that the parent or eligible student has a right to do the following:

- a. Inspect and review the student's education records;
- b. Seek amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;

- c. Consent to disclosure of personally identifiable information contained in the student's educational records, except to the extent that the Act and the regulations in this section authorize disclosure without consent;
- d. File with the U.S. department of education a complaint concerning alleged failures by the agency or institution to comply with the requirements of the Act and this section;

The notice shall also include the procedures for exercising the right to inspect and review education records, the procedures for requesting the amendment of records and, if the educational agency or institution has a policy of disclosing education records, a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

The district may provide this notice by any means that are likely to inform the parents and eligible students of their rights and that will effectively notify parents of students who have a primary or home language other than English, and parents or eligible students who are disabled.

- Access rights; 300.613; ARSD 24:05:29:04

The school district shall permit parents to inspect and review any education records relating to their student which are collected, maintained, or used by the agency under this section. The agency shall comply with a request without unnecessary delay and before any meeting regarding an individual education program or hearing relating to the identification, evaluation, or placement of the student, or discipline hearing or resolution session and in no case more than 45 calendar days after the request has been made.

The right to inspect and review education records under this section includes the following:

- a) The right to response from the district to reasonable requests for explanations and interpretations of the records;
- b) The right to request that the district provide copies of the records containing the information if failure to provide these copies would effectively prevent the parent from exercising the right to inspect and review the records; and
- c) The right to have a representative of the parent inspect and review the records.

The district may presume that the parent has authority to inspect and review records relating to his child unless the agency has been advised that the parent does not have the authority under applicable state law governing such matters as guardianship, separation, divorce, or custody.

- Record of access; 300.614; ARSD 24:05:29:05

The district shall keep a record of parties obtaining access to education records collected, maintained, or used under this section, except access by parents and authorized employees of the district, including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records. A parent or eligible student may inspect this record on request.

- Records on more than one child; 300.615; ARSD 24:05:29:06

If any education record includes information on more than one child, the parents of those children may inspect and review only the information relating to their child or to be informed of that specific information.

- List of types and locations of information; 300.616; ARSD 24:05:29:07

The district shall provide parents on request a list of the types and locations of education records collected, maintained, or used by the district.

- Fees for copies of records; 300.617; ARSD 24:05:29:08

The district may charge a fee for copies of records which are made for parents under this section if the fee does not effectively prevent the parents from exercising their right to inspect and review those records. The district may not charge a fee to search for or retrieve information under this section.

- Amendments to records at parent's request; 300.618; ARSD 24:05:29:09

A parent who believes that information in education records collected, maintained, or used under these rules is inaccurate or misleading or violates the privacy or other rights of the student may request the district which maintains the information to amend the information.

The district shall decide whether to amend the information in accordance with the request within a reasonable period of time of receipt of the request. If the district decides to refuse to amend the information in accordance with the request, it shall inform the parent of the refusal and advise the parent of the right to a hearing.

- Opportunity for a hearing; 300.619; ARSD 24:05:29:10

The district shall, on request, provide an opportunity for a hearing to challenge information in education records to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student.

- Result of hearing and hearing procedures; 300.620-621; ARSD 24:05:29:12

At a minimum, the district's hearing procedures must include the following elements:

- a) The hearing must be held within 30 days after the district received the request, and the parent of the student or eligible student shall be given notice of the date, place, and time 5 days in advance of the hearing;
- b) The hearing may be conducted by any party, including an official of the district, who does not have a direct interest in the outcome of the hearing;
- c) The parent of the student or eligible student shall be afforded a full and fair opportunity to present evidence relevant to the issues raised and may be assisted or be represented by individuals of his choice at his own expense, including an attorney;
- d) The district shall make its decision in writing within 30 days after the conclusion of the hearing; and
- e) The decision of the district shall be based solely upon the evidence presented at the hearing and shall include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, the district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the information accordingly and inform the parents in writing.

If, as a result of the hearing, the district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parents of the right to place in the records it maintains on the student a statement commenting on the information or setting forth any reasons for disagreeing with the decision of the district.

Any explanation placed in the records of the student under this section must be maintained by the district as part of the records of the student as long as the record or contested portion is maintained by the district. If the records of the student or the contested portion is disclosed by the district to any party, the explanation must also be disclosed to the party.

- Parental consent for the release of records; 300.622; ARSD 24:05:29:13

Parental consent must be obtained before personally identifiable information is disclosed to parties other than officials of participating agencies collecting or using the information under article 24:05 or used for any purpose other than meeting a requirement under this chapter, unless the information is contained in education records and the disclosure is authorized without parental consent under FERPA. The district may not release information from education records to participating agencies without parental consent except as follows:

- 1) An educational agency or institution may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student if the disclosure is to other school officials, including teachers, within the educational institution or local educational agency who have been determined by the agency or institution to have legitimate educational interests or to officials of another school or school system in which the student seeks or intends to enroll, subject to the requirements set forth in subdivision (2) of this section; and
- 2) An educational agency or institution that discloses the education records of a student pursuant to subdivision (1) of this section shall make a reasonable attempt to notify the parent of the student or the eligible student at the last known address of the parent or eligible student, unless the disclosure is initiated by the parent or eligible student.

If the agency or institution includes in its annual notice of parent's rights that it is the policy of the public agency to forward education records on request to a school in which a student seeks or intends to enroll, then the public agency does not have to provide any further notice of the transfer of records.

Notwithstanding the FERPA exceptions for releasing information from education records without parental consent, including the annual notice provision, if a student is enrolled, or is going to enroll in a private school that is not located in the school district of the parent's residence, parental consent must be obtained before any personally identifiable information about the student is released between officials in the school district where the private school is located and officials in the school district of the parent's residence.

An educational agency receiving personally identifiable information from another educational agency or institution may make further disclosures of the information on behalf of the educational agency without the prior written consent of the parent or eligible student if the conditions of subdivisions (1) and (2) of this section are met and if the educational agency informs the party to whom disclosure is made of these requirements.

- **Safeguarding of records; 300.623; ARSD 24:05:29:14**

The district shall protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages. One official in the district shall assume responsibility for ensuring the confidentiality of any personally identifiable information. All persons collecting or using personally identifiable information must receive training or instruction regarding the provisions of this section concerning personally identifiable information.

The district shall maintain for public inspection a current listing of the names and positions of those employees within the district who may have access to personally identifiable information on student in need of special education or special education and related services.

- **Destruction of information; 300.624; ARSD 24:05:29:15**

The district shall inform parents when personally identifiable information collected, maintained, or used under this section is no longer needed to provide educational services to the student. The information no longer needed must be destroyed at the request of the parents. However, a permanent record of the student's name, address, and phone number, the student's grades, attendance record, classes attended, and grade level completed may be maintained without time limit.

- **Children's rights; transfer at the age of majority; 300.625; ARSD 24:05:29:16**

All of the parental rights in this section are extended to the child upon reaching the age of 18 unless the child has been declared incompetent by the courts, consistent with the transfer of student rights at age of majority, including taking into consideration the type or severity of a child's disability

- **Enforcement; policies and procedures; 300.626; ARSD 24:05:29:17**

The department of education, special education programs, is the entity responsible for ensuring the district complies with the requirements on confidentiality of information through on-site monitoring, approval of comprehensive plans, and complaint resolution. Sanctions for noncompliance include the disapproval of local special education programs and the withholding of state and federal funds.

- **Transfer of records for migratory children with disabilities; 300.213; ARSD 24:05:21:05**

The district shall cooperate in the U.S. Secretary of Education's efforts under section 1308 of the ESEA to ensure the linkage of records pertaining to migratory children with disabilities for the purpose of electronically exchanging, among the states, health and educational information regarding those children.

SECTION IX: Transition from Part C to Part 34 B C.F.R. § 300.124; ARSD 24:05:27:21

The district/cooperative and all member schools/districts will ensure that children participating in early intervention programs assisted under Part C, and who will participate in preschool programs assisted under Part B, experience a smooth and effective transition to those preschool programs. By the third birthday of such a child, an individualized education program (IEP) or, if consistent with 34 C.F.R. § 300.323(b), in individualized family service plan (IFSP), has been developed and is being implemented for the child. The local education agency (LEA) will participate in transition planning conferences arranged by the designated lead agency.

District Narrative: (Review cited regulation to describe local implementation.)

The Douglas School District ensures that children participating in early intervention programs under Part C, and who will participate in preschool programs under Part B experience a smooth and effective transition to district preschool programs. Further, each eligible child with a disability will have in place at the time of their third birthday, an appropriate IEP or IFSP for the provision of special education and related services has been developed and implemented. The district participates in transition planning conferences as coordinated by the local Part C agency.

The State Part C coordinator contacts the district to alert them of the child turning 3. Several months before a B-3 child turns 3, the district will initiate evaluation procedures to determine potential eligibility for Part B and they will hold an eligibility meeting at least 90 days, but not more than 9 months prior to the child turning 3. This evaluation planning includes contact and input from the child's family. When the child turns 3, the district will begin monitoring progress through quarterly progress notes.

SECTION X: Private School Placements; 34 C.F.R. §§ 300.129 – 300.148; 24:05:31, ARSD 24:05:32

The district/cooperative and all member schools/districts will ensure that all responsibilities to children placed in private schools within the jurisdiction of the LEA are met. Consistent with the number and location of children with disabilities within the jurisdiction of the district/cooperative, such students enrolled in private elementary and secondary schools will have provisions made for the participation in programs assisted or carried out under Part B for the purpose of providing special education and related services. Specific references must include:

- Definition of parentally-placed private school children; 300.130; ARSD 24:05:32:01
- Child find for parentally-placed private school children with disabilities; 300.131; ARSD 24:05:32:01:01
- Provision of services for parentally-placed private school children with disabilities; 300.132; ARSD 24:05:32:03:01, ARSD.
- Expenditures for parentally-placed private school children with disabilities; 300.133; ARSD 24:05:32:01:02
- Consultation process with private schools attended by children with disabilities; 300.134; ARSD 24:05:32:01:05
- Written affirmation by private school officials of meaningful consultation; 300.135; ARSD 24:05:32:01:06
- Compliance; rights of private school officials to submit a state complaint; 300.136; ARSD 24:05:32:01:07
- Determination of equitable services for parentally-placed private school students with disabilities; 300.137; ARSD 24:05:32:03:02,
- Provision of equitable services for parentally-placed private school students with disabilities; 300.138; ARSD 24:05:32:03:02
- Location of services and transportation; 300.139; ARSD 24:05:32:03:03
- Due process complaints and state level complaints; 300.140; ARSD 24:05:32:03:04
- Requirements that funds not benefit a private school; 300.141; ARSD 24:05:32:12
- Use of personnel for the provision of services to parentally-placed private school students with disabilities; 300.142; ARSD 24:05:32:13
- Prohibition on separate classes; 300.143; ARSD 24:05:32:11
- Property, equipment, and supplies used to provide special education and related services to parentally-placed private school students with disabilities; 300.144; ARSD 24:05:32:15, ARSD 24:05:32:16
- Children with disabilities in private schools placed or referred by public agencies; 300.145 – 300.147; ARSD 24:05:34:02
- Placement of children with disabilities by their parents in private schools when FAPE is an issue; 300.148; ARSD 24:05:31:01-07

District Narrative: (Review cited regulation to describe local implementation.)

The Douglas School District ensures compliance with 34 CFR 300.129 through 300.148, governing private school placements within the boundaries of the district. Through consultation with private school representatives, the district ensures that it will locate, identify and evaluate all children with disabilities who are enrolled by their parents in a private school within the district's boundaries. For all eligible students with disabilities enrolled in private schools by their parents, a service plan will be developed in accordance with 300.132, and records maintained documenting the number of students evaluated and served in these settings.

- Definition of parentally-placed private school children; 300.130; ARSD 24:05:32:01

The district understands that *parentally-placed private school children with disabilities* means children with disabilities enrolled by their parents in private, including religious, schools or facilities that meet the definition of elementary school in §300.13* or secondary school in § 300.36**, other than children with disabilities covered under §§300.145 through 300.147***.

- ***§ 300.13 Elementary school.** *Elementary school means a nonprofit institutional day or residential school, including a public elementary charter school that provides elementary education, as determined under State law.*
- **** § 300.36 Secondary school.** *Secondary school means a nonprofit institutional day or residential school, including a public secondary charter school that provides secondary education, as determined under State law, except that it does not include any education beyond grade 12.*
- ***** § 300.145 Applicability of §§ 300.146 through 300.147.** *Sections 300.146 through 300.147 apply only to children with disabilities who are or have been placed in or referred to a private school or facility by a public agency as a means of providing special education and related services.*

- Child find for parentally-placed private school children with disabilities; 300.131; ARSD 24:05:32:01.01

The Douglas School District will locate, identify, and evaluate all private school children with disabilities, including religious-school children, and children receiving alternative instruction under SDCL 13-37-1.1 residing in the jurisdiction of the district. The activities undertaken to carry out this responsibility for private school children with disabilities must be comparable to activities undertaken for children with disabilities in public schools.

- Provision of services for parentally-placed private school children with disabilities; 300.132; ARSD 24:05:32:03.01

The district will write a services plan to guarantee the services for parentally-placed private school children with disabilities, with a representative of the private school in attendance (or participating by phone).

- Expenditures for parentally-placed private school children with disabilities; 300.133; ARSD 24:05:32:01.02

The district will spend an amount, proportional to federal sub grants received, for the special education of children with disabilities in parentally-placed private schools within the district. If there are any excess funds, they may be carried over to a maximum of one year.

- Consultation process with private schools attended by children with disabilities; 300.134; ARSD 24:05:32:01.05

When deciding how to spend federal funds designated for children with disabilities parentally-placed in private schools, the district will consult with private school representatives and representatives of parents of parentally-placed private school children with disabilities.

- Written affirmation by private school officials of meaningful consultation; 300.135; ARSD 24:05:32:01.06

When deciding how to spend federal funds designated for children with disabilities parentally-placed in private schools, the district will consult with private school representatives and representatives of parents of parentally-placed private school children with disabilities.

- Compliance; rights of private school officials to submit a state complaint; 300.136; ARSD 24:05:32:01.07

The district understands that private school officials have the right to submit a state complaint about consultation or other related matters. If this occurs, the school district will forward its relevant documentation to the department.

- Determination of equitable services for parentally-placed private school students with disabilities; 300.137; ARSD 24:05:32:03.02

The district determines the services for parentally-placed private school students with disabilities through the general process agreed through consultation with the private school officials and representative parents. Then specific services are written through the services plan created for each child.

- Provision of equitable services for parentally-placed private school students with disabilities; 300.138; ARSD 24:05:32:03.02

The district agrees to provide the same quality of personnel and services for private school students as would have been provided for public school students. Additionally, the services, material, and equipment must be secular, neutral, and non-ideological. However, the amount of services may be less than what would have been received had the student been enrolled in the public school district.

- Location of services and transportation; 300.139; ARSD 24:05:32:03.03

The district understands that special education and related services may be provided at the private school site, but the district may not be required to transport students with disabilities from the home to the private school site.

- Due process complaints and state level complaints; 300.140; ARSD 24:05:32:03.04

The district understands that even though due process complaints and hearings would not occur related to the provision of special education services for parentally-placed private school students with disabilities, they could occur related to Child Find.

- Requirements that funds not benefit a private school; 300.141; ARSD 24:05:32:12

A school district may not use IDEA Section 619 Preschool or Part B funds to finance the existing level of instruction in a private school or to otherwise benefit the private school. The school district shall use funds provided under Part B of the Individuals with Disabilities Education Act to meet the special education and related services needs of students enrolled in private schools, but not for:

- 1) The needs of a private school; or
- 2) The general needs of the students enrolled in the private school.

- Use of personnel for the provision of services to parentally-placed private school students with disabilities; 300.142; ARSD 24:05:32:13

The district understands that it may use funds to make personnel available for the provision of special education and related services in private schools.

- Prohibition on separate classes; 300.143; ARSD 24:05:32:11

The district understands that it is not allowed to use the funds to create separate classes to segregate children with disabilities separately.

- Property, equipment, and supplies used to provide special education and related services to parentally-placed private school students with disabilities; 300.144; ARSD 24:05:32:15, ARSD 24:05:32:16

The district understands that it is still responsible to account for property, equipment, and supplies placed in private schools for parentally-placed private school students with disabilities. Such inventory will be removed from the private school when it is no longer needed there

- Children with disabilities in private schools placed or referred by public agencies; 300.145 – 300.147; ARSD 24:05:34:02

The district understands that it is still responsible for Child Find for students placed in private schools by public agencies, but the state is responsible for the costs of special education and related services.

- Placement of children with disabilities by their parents in private schools when FAPE is an issue; 300.148; ARSD 24:05:31:01-07

The district understands that if a student with a disability is placed in a private school because the school district could not provide FAPE, then the school district may be responsible for the costs of the education.

SECTION XI: Compliance with SEA General Supervision Requirements and Implementation of Procedural Safeguards; 34 C.F.R. §§ 300.149 – 300.150; ARSD 24:05:30:01, ARSD 24:05:20:18; State Complaint Procedures; 34 C.F.R. §§ 300.151 – 300.153; ARSD 24:05:15

The district/cooperative and all member schools/districts will ensure compliance with all SEA procedures under general supervision and that programs meet the standards of the SEA. Specific references must include:

- Responsibility for general supervision and procedural safeguards; 300.149-150; ARSD 24:05:20:18; ARSD 24:05:30:01
- State complaint procedures; 300.151-153; ARSD 24:05:15

District Narrative: Review cited regulation to describe local implementation.)

The Douglas School District will comply with any and all requests for information from the South Dakota Department of Education, Special Programs Office related to its obligation to provide general supervision over LEAs in the state. This includes any and all requests for information or data related to monitoring and compliance with regulations as established by the SEA.

- Responsibility for general supervision and procedural safeguards; 300.149-150; ARSD 24:05:30:01

The district shall establish, maintain, and implement procedural safeguards which meet the requirements of the chapter ARSD 24:05:30.

- State complaint procedures; 300.151-153; ARSD 24:05:15

A complaint is a written signed statement by an individual or organization, including an individual or organization from another state, containing a statement that the department of education or a school district has violated a requirement of federal or state statutes, rules, or regulations that apply to a program and a statement of the facts on which the complaint is based. The complaint must allege a violation that occurred not more than one year before the date the complaint is received by the department. The written signed statement shall also include:

- 1) The signature and contact information for the complainant; and
- 2) If alleging violations with respect to a specific child:
 - a) The name and address of the residence of the child;
 - b) The name of the school the child is attending;
 - c) In the case of a homeless child or youth, available contact information for the child and the name of the school the child is attending;
 - d) A description of the nature of the problem of the child, including facts related to the problem; and
 - e) A proposed resolution of the problem to the extent known and available to the party at the time the complaint is filed.

An organization or individual may file a written, signed complaint with the state director of special education. The party filing the complaint shall forward a copy of the complaint to the school district serving the child at the same time the party files the complaint with the department.

If the complaint is against a school district, the following steps shall be taken:

- 1) The state director of special education shall appoint a complaint investigation coordinator from the department's special education programs. The coordinator and any consultants may conduct an independent on-site investigation if it determines that one is necessary;
- 2) The complainant may submit additional information, either orally or in writing, about the allegations in the complaint; ,
- 3) The school district may respond to the complaint, including, at a minimum:
 - a) At the discretion of the school district, a proposal to resolve the complaint; and
 - b) An opportunity for a parent who has filed a complaint and the school district to voluntarily engage in mediation consistent with this article;
- 4) The complaint coordinator and any consultants shall make a recommendation to the state director of special education;
- 5) After reviewing all relevant information, the state director of special education shall make an independent determination as to whether the complaint is valid, what corrective action is necessary to resolve the complaint,

- and the time limit during which corrective action is to be completed. The state director of special education shall submit a written report of the final decision to all parties involved;
- 6) The written report shall address each allegation in the complaint, contain findings of fact and conclusions, and include reasons for the final decision;
 - 7) If the complaint is valid, the state director of special education shall find the school district out of compliance with federal and state statutes and rules;
 - 8) If corrective action is not completed within the time limit set, including technical assistance and negotiations, the department shall withhold all federal funds applicable to the program until compliance with applicable federal and state statutes and rules is demonstrated by the school district;
 - 9) When the school district demonstrates completion of required correction action, the department's Office of Finance and Management shall be notified by the state director of special education, and all moneys withheld shall be paid to the school district; and
 - 10) Documentation supporting the corrective actions taken by a school district shall be maintained by the department's special education programs and incorporated into the state's monitoring process.

All complaints must be resolved within 60 days after receipt of the complaint by the state director of special education except as stated in this section. The time limit of 60 days may be extended only under exceptional circumstances as determined by the state director of special education, such as the need for additional time to provide necessary information. Under these circumstances, an extension of time may not exceed 30 days in any one instance.

In addition, the 60-day time limit may be extended, if the parent, individual, or organization and the school district involved in the complaint agree to engage in mediation in order to attempt to resolve the issues specified in the complaint.

The South Dakota Department of Education, Special Education Programs, shall inform parents and other interested individuals, including parent training centers, protection and advocacy agencies, independent living centers, and other appropriate entities about the state's complaint procedures by taking the following actions:

- 1) Conducting parent surveys through the state's monitoring process;
- 2) Providing copies of the state's procedures to parent and advocacy groups across the state;
- 3) Notifying local school districts through statewide memoranda;
- 4) Presenting state procedures at statewide conferences; and
- 5) Disseminating copies to parent training and information centers, independent living centers, protection and advocacy agencies, and other appropriate entities.

If a written complaint is received that is also the subject of a due process hearing under this article or contains multiple issues, of which one or more are part of that hearing, the department shall set aside any part of the complaint that is being addressed in the due process hearing until the conclusion of the hearing. However, any issue in the complaint that is not a part of the due process action must be resolved using the time limit and procedures described in this chapter.

If an issue is raised in a complaint filed under this section that has previously been decided in a due process hearing involving the same parties the hearing decision is binding on that issue and the department shall inform the complainant to that effect. A complaint alleging a school district's failure to implement a due process decision must be resolved by the department.

SECTION XII: FAPE Methods of Ensuring Services 34 C.F.R. § 300.154; ARSD 24:05:14:01.03, ARSD 24:05:14:01.06

The district/cooperative and all member schools/districts will ensure that public and/or private benefits available to a student with a disability are used appropriately, and that parents incur no cost in the provision of those services necessary for FAPE. Specific references must include:

- Restrictions and requirements on accessing public benefits (Medicaid); 300.154(d); ARSD 24:05:14:01.03
- Restrictions and requirements on accessing private benefits; 300.154(e); ARSD 24:05:14:01.03
- Use of Part B funds for services when parent consent is unable to be obtained; 300.154(f); ARSD 24:05:14:01.06

District Narrative: (Review cited regulation to describe local implementation.)

The Douglas School District ensures that public and private benefits available to a student with a disability will be used appropriately to support the provision of FAPE at no cost or harm to the parents.

- Restrictions and requirements on accessing public benefits (Medicaid); 300.154(d); ARSD 24:05:14:01.03

The district may use the Medicaid or other public benefits or insurance programs in which a student participates to provide or pay for services required under this article as permitted under the public benefits or insurance program, except as provided in this section. With regard to services required to provide FAPE to an eligible student under this article the public agency:

- 1) May not require parents to sign up for or enroll in public benefits or insurance programs in order for their student to receive FAPE under Part B of the IDEA;
- 2) May not require parents to incur an out-of-pocket expense such as the payment of a deductible or co-pay amount incurred in filing a claim for services provided pursuant to this article, but pursuant to § 24:05:14:01.06, may pay the cost that the parent otherwise would be required to pay;
- 3) May not use a student's benefits under a public benefits or insurance program if that use would:
 - a) Decrease available lifetime coverage or any other insured benefit;
 - b) Result in the family paying for services that would otherwise be covered by the public benefits or insurance program and that are required for the student outside of the time the student is in school;
 - c) Increase premiums or lead to the discontinuation of benefits or insurance; or
 - d) Risk loss of eligibility for home and community-based waivers, based on aggregate health related expenditures;
- 4) Must provide written notification to the student's parents pursuant to § 24:05:14:01.04; and
- 5) Must obtain written parental consent consistent with § 24:05:29:13 before accessing a student's or parent's public benefits or insurance for the first time specifying:
 - a) Personally identifiable information, as defined in § 24:05:29:02(12), that may be disclosed (e.g., records or information about the services that may be provided to a particular student);
 - b) The purpose of the disclosure (e.g., billing for services under this article);
 - c) That disclosure will be made to the state Medicaid agency; and
 - d) That the parent understands and agrees that the public agency may access the parent's or student's public benefits or insurance to pay for services under this article. Before accessing a student's or parent's public benefits or insurance to pay for services under this article.

Before accessing a student's or parent's public benefits or insurance for the first time, and annually thereafter, the district will provide written notification consistent with § 24:05:30:06 to the student's parents that includes a statement:

- 1) Of the parental consent and no cost requirements in § 24:05:14:01.03;
 - 2) That parents have the right under FERPA, as defined in § 24:05:29:02(1), and Part B of the IDEA to withdraw their consent to disclosure of their student's personally identifiable information to the state Medicaid agency at any time; and
 - 3) That the withdrawal of consent or refusal to provide consent under FERPA and Part B of the IDEA to disclose personally identifiable information to the state Medicaid agency does not relieve the school district of its responsibility to ensure that all required services are provided at no cost to the parents.
- **Restrictions and requirements on accessing private benefits; 300.154(e); ARSD 24:05:14:01.03**

With regard to services required to provide FAPE to an eligible student under this article, the district may access a parent's private insurance proceeds only if the parent provides informed consent consistent with this article. Each time the district proposes to access the parent's private insurance proceeds, it will:

1. Obtain parent consent in accordance with this article; and
 2. Inform the parents that their refusal to permit the public agency to access their private insurance does not relieve the public agency of its responsibility to ensure that all required services are provided at no cost to the parents.
- **Use of Part B funds for services when parent consent is unable to be obtained; 300.154(f); ARSD 24:05:14:01.06**

If the district is unable to obtain parental consent to use the parent's private insurance, or public benefits or insurance if the parent would incur a cost for a specified service required under this article, to ensure FAPE, the district may use funds obtained through Part B of IDEA to pay for the service.

To avoid financial cost to parents who otherwise would consent to use private insurance, or public benefits or insurance if the parent would incur a cost, the district may use funds obtained through Part B of IDEA to pay the cost the parents otherwise would have to pay to use the parent's benefits or insurance (e.g., the deductible or co-pay amounts).

Proceeds from public benefits or insurance or private insurance may not be treated as program income for purposes of 34 C.F.R. § 80.25.

If the district spends reimbursements from federal funds (e.g., Medicaid) for services under this article, those funds are not considered "state or local" funds for purposes of the maintenance of effort provisions in this article.

SECTION XIII: Hearings Related to LEA Eligibility 34C.F.R. § 300.155; ARSD 24:05:2023:01

The district/cooperative and all member schools/districts understand their right to a hearing regarding any final determination of the SEA on eligibility for funding under Part B.

District Narrative: (Review cited regulation to describe local implementation.)

The Douglas School District understands it has a right to a hearing before the SEA makes any final determination regarding eligibility for funding under Part B.

SECTION XIV: Personnel Qualifications 34 C.F.R. § 300.156; ARSD 24:05:16:16 & ARSD 24:05:16:01

The district/cooperative and all member schools/districts will ensure that personnel necessary to carry out the provision of special education and related services are appropriately and adequately prepared and trained, including that those personnel have the content knowledge and skills to serve children with disabilities, including related service personnel and paraprofessionals. Each district/cooperative will take measurable steps to recruit, hire, train, and retain highly qualified personnel to provide special education and related services to children with disabilities (24:05:16:05, ARSD).

District Narrative: (Review cited regulation to describe local implementation.)

The Douglas School District ensure that only appropriately certified and/or licensed professionals will be employed to provide services to students with disabilities. In addition, the district will provide ongoing training to all staff and paraprofessionals to assist all in the provision of services to students with disabilities. Further, the district ensures that each special education teacher at the elementary, middle, and high school level is highly-qualified per the standards of the ESEA. The district will take steps to recruit, hire, train and retain highly qualified personnel as specified under SD administrative rule.

- Personnel qualifications; ARSD 24:05:16:16

To ensure that all personnel necessary to carry out the purposes of Part V and Part C of the Individuals with Disabilities Education Act are appropriately and adequately prepared and trained, including ensuring that those personnel have the content knowledge and skills to serve children with disabilities, the department shall determine that all personnel providing special education or related services, including related services, paraprofessionals and assistants, early intervention, and early childhood personnel, perform these functions under state-approved or state-recognized certification or licensure or other comparable requirements that apply to the area in which the person is providing special education or related services. The department shall ensure that related services personnel who deliver services in their discipline or profession meet the requirements of this section and have not had certification or licensure requirements waived on an emergency, temporary, or provisional basis.

- Paraprofessionals and assistants; ARSD 24:05:16:16:01

Paraprofessionals and assistants who are appropriately trained and supervised in accordance with this section may be used to assist in the provision of special education and related services to children with disabilities under Part B of the Individuals with Disabilities Education Act. At a minimum, the following standards must be met:

1. Paraprofessionals must have a high school diploma or GED;
2. Paraprofessionals must work within defined roles and responsibilities as identified by the school district;
3. Paraprofessionals must work under the supervision of, and be evaluated by, certified staff; and
4. Each school district must describe the training to be provided paraprofessionals in the staff development component of the district's comprehensive plan under § 24:05:16:05.

SECTION XV: Performance Goals and Indicators 34 C.F.R. § 300.157; ARSD 24:05:14:13

The district/cooperative and all member schools/districts will ensure the implementation of state established performance goals and indicators for students with disabilities within their jurisdiction. Specific reference must include:

- Student information management system (SIMS)

District Narrative: (Review cited regulation to describe local implementation.)

The Douglas School District will comply with all requests by the SEA for data submission that is instrumental in monitoring the performance of the student population with respect to state established performance goals and indicators, and will submit such data on a timely basis. District personnel responsible for data submission may include district administrators and clerical staff.

SECTION XVI: Participation in Assessments 34 C.F.R. § 300.160; ARSD 24:05:14:14, ARSD 24:05:14:14.01

The district/cooperative and all member schools/districts will ensure that all children with disabilities are included in all general State and districtwide assessment programs, including those assessments described under section 1111 of the Elementary and Secondary Education Act (ESEA), with appropriate accommodations and alternate assessments where necessary, and as indicated in their respective individual education programs (IEP).

District Narrative: (Review cited regulation to describe local implementation.)

The Douglas School District ensures that all students with disabilities will be included in state and district assessments, with appropriate accommodations and alternate assessments when necessary. Parents will be informed of their child's participation during the course of the IEP meeting, including any necessary accommodations or any assessment that will be based on alternate or modified achievement standards.

The district will provide all necessary data to the SEA on the participation of students with disabilities in state and district wide testing programs and will, to the extent possible, utilize universal design principles in the development and administration of any assessments.

SECTION XVII: Supplementation of State, local, and other Federal Funds 34 C.F.R. §§ 300.162-163; ARSD 24:05:19:0

The district/cooperative and all member schools/districts will ensure the appropriate use of funds under Part B, consistent with 34 C.F.R. § 300.202(a)(1)(2)(3), to pay for the excess costs of providing special education and related services to children with disabilities within their jurisdiction and that such funds will be used to supplement state, local, and Federal funds, not supplant those funds.

- Maintenance of effort; 300.163; ARSD 24:05:19:08.03

District Narrative: (Review cited regulation to describe local implementation.)

The Douglas School District ensures appropriate use of funds under Part B to pay for the excess costs of providing special education and related services to children with disabilities. Available funding will be used to supplement state, local, and federal funds, and not supplant those funds.

SECTION XVIII: Public Information 34 C.F.R. § 300.165; ARSD 24:05:20:02

The district/cooperative and all member schools/districts will ensure that prior to the adoption of any policies necessary to comply with the requirements under Part B, including any amendments to policies and procedures, there will be public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of individuals with disabilities. The district/cooperative will make available to parents of children with disabilities and the general public all documents relating to the district/cooperative eligibility under Part B of the IDEA.

District Narrative: (Review cited regulation to describe local implementation.)

The Douglas School District ensures that prior to the adoption of any policies or procedures that are needed to comply with Part B regulations, that there will be an opportunity for public input at a hearing with adequate notice of the hearing and the opportunity to provide input.

The annual submission of the Part B application will be preceded by adequate notice of a public hearing as part of the school board agenda, with an opportunity for public comment. All Part B applications are available to the public at their request through the district office and are available on the district's website.

SECTION XIX: State Advisory Panel 34 C.F.R. § 300.167-169; ARSD 24:05:14:18-19

The district/cooperative and all member schools/districts support the work of the State Advisory Panel to provide policy guidance to the SEA with respect to special education and related services for children with disabilities.

District Narrative: (Review cited regulation to describe local implementation.)

The Douglas School District supports the work of the State Special Education Advisory Panel and will refer interested parents to the appropriate state contact if they are interested in serving on the panel.

SECTION XX: Other Required Provisions 34 C.F.R. § 300.170 through 300.174.

The district/cooperative and all member schools/districts will ensure the following specific provisions have consistent policies for implementation at the local level. Specific references must include:

- Suspension and expulsion rates; 300.170; ARSD 24:05:14:16
- Annual description of Part B funds; 300.171; ARSD 24:05:21:03
- Access to instructional materials (NIMAC); 300.172; ARSD 24:05:14:17
- Over-identification and disproportionality; 300.173; ARSD 24:05:17:10
- Prohibition on mandatory medication; 300.174; ARSD 24:05:14:21

District Narrative:

The Douglas School District ensures that the specific provisions of 300.170 through 300.173 and 24:05:21:04, ARSD have been implemented at the district level, consistent with state policy.

- Suspension and expulsion rates; 300.170; ARSD 24:05:14:16

The department shall examine data, including data disaggregated by race and ethnicity, from local education agencies and other state agencies, as appropriate, to determine whether significant discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities among local educational agencies in the state or compared to the rates for nondisabled children within the agencies. If discrepancies are occurring, the department shall review and, if appropriate, revise or require the affected local education agency or state agency to revise its policies, procedures, and practices relating to:

1. The development and implementation of individualized education programs;
2. The use of positive behavioral interventions and supports; and
3. Procedural safeguards to ensure that these policies, procedures, and practices comply with the Individuals with Disabilities Education Act, Part B.

The district will submit data on suspension and/or expulsion with students with disabilities on an annual basis. If significant discrepancies are occurring, the district may be required to revise its policies, procedures, and practices relating to the development and implementation of IEP's, the use of positive behavioral interventions and supports, and procedural safeguards, to ensure that such policies, and practices comply with federal and state statute, rules, and regulations.

- Annual description of Part B funds; 300.171; ARSD 24:05:21:03

The information required in the district's comprehensive plan coupled with statements of expenditures, descriptions of the annual use of IDEA, Part B funds, and certification of federal assurances establish a district's eligibility for funds under the Individuals with Disabilities Education Act, Part B.

- Access to instructional materials (NIMAC); 300.172; ARSD 24:05:14:17

The department shall adopt the National Instructional Materials Accessibility Standard (NIMAS), for the purposes of providing instructional materials to blind persons or other persons with print disabilities. Blind persons or other persons with print disabilities means children served under this article who qualify to receive books and other publications produced in specialized formats in accordance with the federal Act to Provide Books for Adults who are Blind, in accordance with 2 U.S.C. 135a, as amended to January 1, 2007.

In implementing NIMAS, the department shall coordinate with the National Instructional Materials Accessibility Center (NIMAC), and the department:

1. As part of any print instructional materials adoption process, procurement contract, or other practice or instrument used for purchase of print instructional materials, shall enter into a written contract with the publisher of the print instructional materials to:
 - a) Require the publisher to prepare and, on or before delivery of the print instructional materials, provide to NIMAC electronic files containing the contents of the print instructional materials using the NIMAS; or
 - b) Purchase instructional materials from the publisher that are produced in, or may be rendered in, specialized formats;
2. Shall provide instructional materials to blind persons or other persons with print disabilities in a timely manner. In carrying out this section, the district, to the maximum extent possible, shall work collaboratively with the state agency responsible for assistive technology programs.

- **Over-identification and disproportionality; 300.173; ARSD 24:05:17:10**

The department shall provide for the collection and examination of data to determine whether any inappropriate over identification or significant disproportionality based on race and ethnicity is occurring in the state and in districts of the state with respect to:

1. The identification of children as children with disabilities, including the identification of children as children with disabilities in accordance with a particular impairment described in chapter 24:05:24.01;
2. The placement in particular educational settings of these children; and
3. The incidence, duration, and type of disciplinary actions, including suspensions and expulsions.

In the case of a determination of inappropriate over identification or significant disproportionality with respect to the identification of children as children with disabilities, or the placement in particular settings of these children, the department shall provide for the review of and, if appropriate, revision of the policies, procedures, and practices used in the identification or placement to ensure compliance with the requirements of Part B of the Individuals with Disabilities Education Act; require any district identified under this section to reserve the maximum amount of funds allowable to provide comprehensive coordinated early intervening services to serve children in the district, particularly, but not exclusively, children in those groups that were significantly over identified under this section; and require the district to publicly report on the revision of policies, practices, and procedures described under this section.

The district will submit annual child count data on the identification of students with disabilities. In the case of a determination of inappropriate over identification or significant disproportionality with respect to the identification of children with disabilities, or the placement in particular settings of these children, the Department Of Education shall provide for the review of and, if appropriate, revision of the policies, procedures, and practices used in the identification for placement to ensure compliance with the requirements of Part B of the Individuals with Disabilities Education Act; require any district identified under this section to reserve the maximum amount of funds allowable to provide comprehensive coordinated early intervening services to children in the district, particularly, not exclusively, children in those groups that were significantly over identified under this section; and require the district to publically report on the revision of policies, practices, and procedures described under this section.

Douglas School District

K-12 Lau (English Learner) Plan

2026-2027

The Douglas School District is committed to ensuring English Learners (ELs) have meaningful access to educational opportunities and are provided instruction that supports both English language development and academic achievement. This plan is designed in accordance with Lau v. Nichols (1974), Title VI of the Civil Rights Act of 1964, the Every Student Succeeds Act (ESSA), and South Dakota Department of Education requirements.

I. Language Instruction Educational Program (LIEP) Goals

Douglas School District is committed to the linguistic and academic achievement of English Learners. The district provides a high-quality Language Instruction Educational Program (LIEP) incorporating research-based instructional strategies and evidence-based practices.

Linguistic Development

- Reinforce academic language used in classroom instruction.
- Provide individualized and small-group language support.
- Develop listening, speaking, reading, and writing skills aligned with WIDA English Language Development Standards.
- Utilize instructional resources and technology to support language acquisition.

Academic Achievement

- Support access to grade-level curriculum and South Dakota content standards.
- Provide push-in and pull-out services based upon student needs and English proficiency levels.
- Collaborate with classroom teachers to ensure EL students make academic progress.
- Provide accommodations and language supports necessary for meaningful participation in classroom instruction.

Other Goals

- Promote family engagement and communication.
- Provide equitable access to district programs and activities.

- Foster positive school experiences and successful transitions to independence within the general education setting.

II. Identification of English Learners

Home Language Survey

Douglas School District administers the South Dakota Home Language Survey to all students during enrollment. Responses are reviewed to determine whether additional language screening is required.

Translation and interpretation services are available through Lingualinx to ensure meaningful communication with families.

Initial Placement Assessment

Douglas School District utilizes the WIDA Screener for students who meet the criteria identified through the Home Language Survey.

The assessment is administered by appropriately licensed and trained personnel who meet South Dakota Department of Education requirements.

Parent Notification

Parents are notified in a language they can understand regarding:

- Student identification;
- Placement in the EL program;
- Program options;
- Services to be provided;
- Exit requirements; and
- Parent rights.

Notification occurs within thirty days of the beginning of the school year or within two weeks of mid-year enrollment.

Parents may decline direct EL services; however, participation in state-required assessments may not be declined.

Placement in Appropriate LIEPs

Following EL identification, a Language Acquisition Plan (LAP) will be developed and reviewed annually by the EL teacher in collaboration with parents/guardians, classroom teachers, and administrators.

The LAP includes:

- English language proficiency results;

- Accommodations and modifications;
- Instructional supports;
- Progress-monitoring information; and
- Recommendations for services.

Programming decisions are based on ACCESS results, classroom performance, and individual student needs.

Identifying and Serving Gifted EL Students

Douglas School District recognizes that English Learners may also qualify for gifted and talented services. EL students are provided equal access to referral and screening procedures used for all students.

Multiple sources of information, including academic performance, classroom observations, local assessments, and language proficiency data, are considered when determining eligibility. Limited English proficiency alone shall not exclude students from participation in advanced learning opportunities.

Identifying and Serving EL Students with Disabilities

Douglas School District follows established pre-referral and special education evaluation procedures for English Learners who may have disabilities.

Multiple sources of information are utilized to distinguish language acquisition needs from disability-related needs. Evaluations are conducted in accordance with IDEA requirements and, when feasible, assessment materials are administered in the student's native language.

EL students with disabilities receive both language acquisition services and disability-related services to which they are entitled.

III. Placement of EL Students in Appropriate Programming

Students identified as English Learners are placed in programming designed to meet developmental linguistic needs.

Each student qualifying for EL services will have a Language Acquisition Plan reviewed annually.

Douglas School District employs appropriately licensed EL personnel to oversee:

- Identification
- Assessment;
- Instructional programming;
- Progress monitoring; and
- Collaboration with staff and families.

Parents are notified annually regarding continuing placement and available programming options.

IV. Language Instruction Educational Program (LIEP) Models

Douglas School District utilizes a combination of push-in and pull-out English Language Development services.

Push-In Services

Push-in services provide language support within the general education classroom while promoting access to grade-level curriculum alongside peers.

Pull-Out Services

Pull-out services provide targeted instruction in listening, speaking, reading, and writing aligned with WIDA English Language Development Standards.

Instruction is individualized according to:

- English proficiency levels;
- Academic needs;
- Student progress; and
- Individual learning characteristics.

EL students participate with non-EL peers in:

- Core academic classes;
- Electives;
- Extracurricular activities;
- Co-curricular activities; and
- School-sponsored programs.

Services are provided in the least restrictive and least segregated setting possible.

Other

All students have opportunities to participate in the district's educational programs, activities, and services. No student is denied access to any course or activity because of language proficiency or cultural background.

Highly Qualified Staff

English Learner services are provided by appropriately licensed and trained personnel who meet South Dakota Department of Education requirements.

Staff receive ongoing professional learning related to:

- WIDA English Language Development Standards;
- Language acquisition;

- Culturally responsive practices; and
- Effective instructional strategies for multilingual learners.

Translation and interpretation services are available through Lingualinx when necessary.

Designated Administrator Oversight

The Director of Special Services serves as the district administrator responsible for oversight of the Language Instruction Educational Program, including compliance, staffing, professional development, and program evaluation.

Access to Standards

All English Learners have access to South Dakota content standards and WIDA English Language Development Standards.

Appropriate accommodations and instructional support are provided to ensure meaningful participation in the grade-level curriculum.

V. Ongoing Professional Development

Douglas School District provides ongoing professional development opportunities to EL staff, classroom teachers, administrators, and support personnel.

Professional learning topics may include:

- WIDA English Language Development Standards;
- ACCESS for ELLs administration and interpretation;
- Effective instructional practices for multilingual learners;
- Culturally responsive teaching;
- Accommodations and supports for EL students with disabilities; and
- Family engagement and communication strategies.

The district collaborates with the South Dakota Title III Consortium and the South Dakota Department of Education to provide professional learning opportunities.

VI. English Language Development Assessment

Douglas School District administers the annual ACCESS for ELLs assessment in accordance with South Dakota Department of Education requirements. Assessment administration is conducted by trained personnel who complete required certification and refresher training. Assessment results are maintained in student records and shared with parents, classroom teachers, administrators, and other appropriate staff members. Results are used to guide:

- Instruction;
- Programming decisions;
- Accommodations; and
- Progress monitoring.

VII. LIEP Transition and Exit Criteria

Students exit EL status when they meet current South Dakota Department of Education criteria for English language proficiency based upon performance on the annual ACCESS for ELLs assessment and any additional state requirements.

Exit decisions are documented and maintained in student educational records.

VIII. Monitoring Procedures Following Exit

Students who have exited EL services are monitored for a minimum of two years. Students who remain eligible for EL services but whose parents decline direct services will continue to participate in required state assessments and will be monitored annually through review of academic performance, English language proficiency, attendance, and teacher feedback.

Monitoring includes review of:

- Classroom performance;
- Grades and report cards;
- State and local assessment data;
- Attendance;
- Teacher feedback; and
- Participation in the general education curriculum.

If concerns arise regarding a student's academic success, the EL team will review available data and determine whether additional interventions or supports are needed.

IX. LIEP Evaluation

Douglas School District's EL Core Team meets annually to review:

- Student achievement data;
- ACCESS assessment results;
- Staffing and professional development needs;
- Program effectiveness;
- Compliance requirements; and

- District procedures and practices.

Recommendations for improvement are incorporated into revisions of the district's Lau Plan.

The updated Lau Plan is presented annually to the Douglas School District Board of Education.

X. Common Acronyms

- **ACCESS for ELLs 2.0:** This is the annual assessment used in South Dakota to measure progress of English skills
- **AQS:** Acculturation Quick Screen, a survey used to determine student's stage of adaptation to the new culture.
- **BICS:** Basic Interpersonal Communication Skills. These are the language skills needed in social situations which usually develop within six months to two years after arrival in the U.S.
- **CALP:** Cognitive Academic Language Proficiency: The language ability required for academic achievement, which is usually acquired within five to seven years after arrival in the U.S.
- **Code Switching:** The use of two languages interchangeably in speech and in writing often due to lack of fluency in L1 and L2, or in both languages.
- **Content-Based ESL (English as a Second Language):** This approach makes use of instructional materials, learning tasks, and classroom techniques from academic content areas as the vehicle for developing language, content, cognitive and study skills. English is used as the medium of instruction.
- **English Learner-EL (refers to the student):** This term has replaced the former designation Limited English Proficient (LEP) because it emphasizes language development rather than deficits
- **English as a Second Language (refers to the program):** A program of techniques, methodology, and special curriculum designed to support EL students academically while they are becoming proficient in English.
- **HLS:** Home Language Survey: a language questionnaire on the registration form used to identify potential EL students.
- **Immersion:** Approach to teaching a language in which the target language is used exclusively to provide all instruction.
- **L1:** Primary Language
- **L2:** New language; second language
- **Language Proficiency:** Refers to the degree to which student exhibits control over the use of language, including measurement of expressive and receptive language skills in the areas of phonology, syntax, vocabulary and semantics and including the areas of pragmatics or language use within various domains or social circumstances. Proficiency in a language is judged

independently and does not mean simply lack of proficiency in another language.

- **Lau v. Nichols:** A class action suit brought by the parents of non-English-proficient Chinese students against the San Francisco Unified School District. In 1974, the Supreme Court ruled that identical education does not constitute equal education under the Civil Rights Act of 1964. The court ruled that the district must take affirmative steps to overcome educational barriers faced by the non-English speaking Chinese students in the district [414 U.S. 563 (1974)]
- **NES:** Non-English Speaker
- **Pull-Out ESL:** A program in which ESL students are “pulled out” of the regular, mainstream classrooms for special instruction in English as a second language.
- **Re-designation/Reclassification:** A process, based on reaching certain criteria of proficiency, that changes an EL’s status and triggers program changes that may remove the student from an ESL program and place him/her in the mainstream classroom
- **Sink or Swim:** Programs where the course material is taught only in the dominant language of the country (e.g. English in the United States) without special concern for student comprehension. This approach violated the civil rights of limited English proficient children which are protected under the 1974 Supreme Court decision in Lau v. Nichols. This concept is sometimes referred to as *language submersion*.
- **WIDA Screener:** assessment used in South Dakota to identify English Learners and determine eligibility for language instruction services.



This Memorandum of Understanding (“MOU”) is entered into by and between Western Dakota Technical College (“WDTC”) and the Douglas High School (“DHS”). This MOU establishes the terms under which WDTC dual enrollment courses may be offered to eligible high school students.

1. PURPOSE

The purpose of this MOU is to define institutional responsibilities related to the delivery of WDTC dual enrollment courses taught at the Douglas High School campus or other mutually approved District location. Courses offered under this agreement provide both high school and college credit.

2. TERM

This MOU is effective for 3 academic years beginning June 1, 2026.

3. STUDENT ELIGIBILITY

Students must meet dual enrollment eligibility requirements as established by South Dakota Codified Law § 13-28-37 and § 13-28-37.1 and must satisfy WDTC admissions requirements.

All dual enrollment students are subject to WDTC policies, procedures, and academic standards.

4. CURRICULUM AND ACADEMIC CONTROL

WDTC retains sole authority over course curriculum, learning outcomes, assessments, grading standards, and academic integrity. Dual enrollment courses must be equivalent in content, rigor, and outcomes to the same courses offered on the WDTC campus.

5. INSTRUCTOR QUALIFICATIONS

All instructors teaching WDTC dual enrollment courses must meet WDTC faculty qualification standards and Higher Learning Commission (HLC) credential requirements. Instructors must be approved by WDTC prior to course delivery.

6. INSTRUCTIONAL OVERSIGHT

WDTC reserves the right to monitor and evaluate instruction, including classroom observations and review of instructional materials, to ensure compliance with academic and accreditation standards.

7. FACILITIES

DHS will provide appropriate instructional space and basic classroom technology at no cost to WDTC or students. Facilities must comply with applicable safety and building codes.

8. ACCOMMODATIONS

WDTC will determine reasonable ADA/504 accommodations for dual enrollment coursework. DHS will assist with implementation of approved accommodations at the instructional site.

9. STUDENT RECORDS AND FERPA

Student records are governed by the Family Educational Rights and Privacy Act (FERPA). WDTC may share enrollment, attendance, and grade information with DHS as permitted by law.

10. FINANCIAL RESPONSIBILITY

Tuition and fees for dual enrollment courses will be assessed and paid in accordance with state law and WDTC policies unless otherwise agreed to in writing by the parties.

11. INSURANCE AND LIABILITY

WDTC will maintain workers' compensation coverage for its employees. DHS will maintain general liability insurance for its facilities and operations. Each party is responsible for its own acts and omissions.

12. TERMINATION

Either party may terminate this MOU with written notice. Reasonable efforts will be made to allow students enrolled at the time of termination to complete their courses.

13. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the parties regarding dual enrollment and may be amended only by written agreement signed by both parties.

SIGNATURES

Superintendent Douglas High School

Date

President, Western Dakota Technical College

Date



DUAL ENROLLMENT ANNUAL ADDENDUM
To the Memorandum of Understanding Between
Western Dakota Technical College (WDTA)
and Douglas High School

This Annual Addendum supplements the Dual Enrollment MOU between WDTA and Douglas High School ("DHS"). This Addendum is valid only for the academic year identified below and does not modify the underlying MOU.

ACADEMIC YEAR

3 Academic Years Covered: 2026/2027, 2027/2028, 2028/2029

High School / District Name: Douglas High School

Primary District Contact (Name/Title): Rani Mitchell

Email: Rani.Mitchell@k12.sd.us Phone: 605.923.0041

WDTA Primary Contact: Melissa Ginsbach

Email: Melissa.Ginsbach@wdt.edu Phone: 605.718.2415

COURSE OFFERINGS

The following WDTA dual enrollment courses are approved for delivery during the academic year listed above. Final course delivery is contingent upon instructor approval, minimum enrollment, and staffing availability.

Course Code	Course Title	Schedule	Location	Semester (FA/SP/Both)
PSYC101	General Psychology	MW(F-Hybrid) 7:55-8:48	DHS	FA26
ENGL101	Composition I	MW(F-Hybrid) 2:25-3:15	DHS	FA26

ENROLLMENT

Minimum Enrollment

- Minimum enrollment per course section (unless otherwise approved): 10 students
- WDTC reserves the right to cancel sections that do not meet minimum enrollment requirements.

Enrollment Deadline

- WDTC classes and times will be confirmed with the high school by midterm of the previous semester.
- Dual Enrollment Registration Forms will be submitted to WDTC no later than the last day of the previous semester.

Instructional Schedule

- High School Instructional Calendar Provided to WDTC by (date): _____
- Bell Schedule Attached: ☐ Yes ☐ No

Financial Arrangements

- Tuition and fees for dual enrollment courses will be paid by: ☐ Student ☐ District ☐ Combination (describe): _____
- Invoice Contact (if applicable): _____

SIGNATURE ACKNOWLEDGMENT

This Addendum is acknowledged and agreed to by the parties and is incorporated by reference into the Dual Enrollment MOU.

Authorized District Representative

Date

Authorized WDTC Representative

Date



Memorandum of Understanding

Between

Lifeways, Inc.

and

The Douglas School District

This Memorandum of Understanding (MOU) is to clarify the agreement between Lifeways, Inc. (Lifeways) and the Douglas School District (District) in Box Elder, South Dakota.

I. PURPOSE AND SCOPE

- a. The purpose of this MOU is to clearly identify the roles and responsibilities of each party regarding Lifeways' provision of substance use prevention and treatment services within the District to begin in school year 2025-2026.
- b. Lifeways is accredited by the Department of Social Services, Division of Behavioral Health for substance use prevention and treatment. Lifeways Counselors delivering both prevention and addiction services are credentialed by the South Dakota Board of Addiction and Prevention Professionals.

II. BACKGROUND

- a. Established in 2003 with the intent of "meeting youth where they at" by delivering substance use prevention services in the school setting – a model that continues to be at the core of our service delivery. Lifeways' vision is "Youth empowered to be substance free," and our mission is: "Through prevention, intervention, and connection, Lifeways partners with schools and communities to inspire and equip youth to be healthy and substance free."
- b. In May 2024, Lifeways was approached by the District's Executive Director of Secondary Academics to reconnect with Lifeways and the District to consider a partnership. What resulted was an agreement for Lifeways to provide limited prevention services for the District's middle school in 2024-2025 at no financial cost to the District.

III. LIFEWAYS RESPONSIBILITIES UNDER THIS MOU

- a. Lifeways will provide substance use prevention, early intervention and addiction counseling services which will include the following.
 - i. Assign a full-time Lifeways Counselor to **each of** the District's middle **and high schools** as identified and/or requested by the District, within the budgetary and human resource availability of Lifeways.
 - ii. Adherence to all school policies and procedures as they apply to Lifeways' school and student support services.



- iii. Adherence to all confidentiality laws related to alcohol and drug prevention, intervention and/or treatment records which are protected under the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F. R. Pts. 160 & 164, and 42 U.S.C. §§ 290 dd-2 and cannot be disclosed without student (client) and guardian written consent unless otherwise provided for in the regulations.
- iv. The Lifeways Counselor will collaborate with middle and high school leadership and personnel to
 - 1. Implement evidence-based universal substance use prevention programming and make curriculum available to District as requested.
 - 2. Provide evidence-based selective substance use prevention (targets high risk individuals) programming in the form of groups or individual education on an as needed basis.
 - 3. Identify and implement process with school leadership for referring individual students to Lifeways that may have issues related to substance use.
 - 4. Administer brief screenings and intervention services to determine recommendations for guardian and student for the appropriate level of care concerning substance use or provide additional referrals outside of Lifeways' scope of practice.
 - 5. Provided indicated substance use prevention services or addiction counseling on an individual basis.
 - 6. Provide the middle and high school community with substance use prevention education and awareness including prevention campaigns and facilitation of a peer-to-peer prevention group.
 - 7. Provide support in the school for hallway monitoring or other assisted duties as agreed upon.

IV. THE DOUGLAS SCHOOL DISTRICT'S RESPONSIBILITIES UNDER THIS MOU

- a. The District will provide the following services, space, and materials for Lifeways
 - i. Collaborate with the Lifeways Counselor and leadership to determine the District's needs regarding substance use prevention and early intervention and Lifeways implementation of services.
 - ii. A District laptop computer and related technical support that is compatible with the District's IT accessibility.
 - iii. Reasonable office space for Lifeways Counselor that allows for privacy and confidentiality of student clients and their families.
 - iv. Facilitate and pay the associated costs for the District's criminal background investigation of the Lifeways Counselor and other pertinent Lifeways staff and provide full access to the results of the criminal background investigation of Lifeways staff by the Lifeways Executive Director.



V. TERM OF MOU

- i. This MOU is effective upon the day and date last signed by both parties and shall remain in effect for **two years** from the signed date. At that time, both parties will review for changes or updates.
- ii. This MOU may be terminated, without cause, by either party at any time by contacting the director of each party.
- iii. The District shall have the option of terminating this agreement immediately if any of the following instances of default occur:
 1. Lifeways dissolves or is administratively dissolved.
 2. Lifeways enters any type of proceedings related to its insolvency, whether bankruptcy, receivership, or otherwise.
 3. Lifeways cease to be a nonprofit organization.

VI. PAYMENT TERMS

- a. The District agrees to compensate Lifeways for the provision of substance use prevention and treatment services as outlined in this MOU.
- b. Compensation shall be awarded to Lifeways based upon negotiations with the District which shall occur annually.
- c. The negotiation for setting the compensation rate for the year shall be compatible with the District's normal budgeting period.
 - i. First Year - FY27 Funding. The District will pay Lifeways \$20,000 annually, which will be paid in two payments of \$10,000 each. Lifeways will submit an invoice on July 1, 2026, and January 1, 2027.

Michele Brink-Gluhosky, Lifeways Executive Director

Date

Douglas School District Representative

Date



MEMORANDUM OF UNDERSTANDING

West River Mental Health
350 Elk Street
Rapid City, SD 57701

Douglas School District
400 Patriot Dr
Box Elder, SD 57719

I. PARTIES:

This memorandum of understanding has been mutually resolved and adopted by and between West River Mental Health and Douglas School District, herein referred to as WRMH and Douglas School District.

II. GOALS:

The goal for a partnership between WRMH and Douglas School District is to provide mental health services to children and families that would otherwise not engage in traditional mental health services.

III. PURPOSE:

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

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

Nothing in this agreement is intended to create an employee/employer relationship between WRMH and Douglas School District.

IV. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION:

This MOU is effective for the 2026-2027 school year. This MOU may be renewed annually upon mutual agreement of both parties.

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

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

V. RESPONSIBILITIES OF THE PARTIES:

Douglas School District:

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

West River Mental Health

- Provide qualified staff to perform mental/behavioral health education and/or therapy services to students who meet the State designation of Serious Emotional Disturbance (SED).
- Obtain necessary consents for services from the child's parent or legal guardian.
- Manage any billings and collections for services rendered. Douglas School District shall not be billed for services provided under this agreement.
- Conduct services in accordance with WRMH standards and that of such licensing board as staff may be licensed under.
- Maintain confidentiality of any client information which may be learned or witnessed as part of this agreement.

- Maintain the following insurance coverages for WRMH and its staff through the duration of this MOU: Human Services Organization Professional Liability, Sexual or Physical Abuse or Molestation Vicarious Liability, Directors and Officers, Automobile Liability, and, Workers' Compensation.

VI. INDEMNIFICATION AND HOLD HARMLESS:

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

West River Mental Health

Date

School Board President, Douglas School District

Date

INDIRECT COST RATE AGREEMENT

South Dakota Department of Education

Organization:

Douglas 51-1
400 Patriot Dr
Box Elder, SD 57719

Date: 04/27/2026**Agreement No:** 202751001**Filing Reference:** This replaces the agreement ending 06/30/2026

This agreement confirms approval and acceptance of the methodology, policy, and procedures the South Dakota Department of Education will use in establishing indirect cost rates for each public school district. These rates are for use in the award and management of Federal contracts, grants, and other assistance arrangements governed by Office of Management and Budget (OMB) 2 CFR Part 200 and Education Department General Administrative Regulations (EDGAR) 34 Parts 76.561(b) and (c) and 2 CFR § 200.1

The South Dakota Secretary of Education or a designed representative is granted authority to establish indirect cost rates for each district by the U.S. Department of Education, Indirect Cost Division. These rates will serve as the sole basis for budgeting and allocating indirect cost reimbursement under Federal programs. The application of these indirect cost rates is binding on all Federal agencies and subject to periodic review pursuant to single audit requirements for State and Local governments.

Section I – Rates and Bases

Type	From	To	Rate	Base	Applicable to:
Predetermined	07/01/2026	06/30/2027	2.06%	MTDC	Restricted
Predetermined	07/01/2026	06/30/2027	17.30%	MTDC	Unrestricted

Distribution Base:

MTDC Modified Total Direct Cost – Total direct costs excluding equipment, capital expenditures, participant support costs, pass-through funds, and the portion of each subaward (subcontract or subgrant) above \$50,000 (each award, each year).

Applicable to:

Unrestricted Unrestricted rates apply to programs that do not require a restricted rate per 34 CFR 75.563 and 34 CFR 76.563

Restricted Restricted rates apply to programs that require a restricted rate per 34 CFR 75.563 and 34 CFR 76.563

Treatment of Fringe Benefits:

Fringe benefits applicable to direct salaries and wages are treated as direct costs. Pursuant to 2 CFR § 200.431(b)(3)(i) unused leave costs for all employees are allowable in the year of

payment. The treatment of unused leave costs should be allocated as an indirect cost except for those employee salaries designated as a direct cost for the restricted rate calculation.

Capitalization Policy:

Items of equipment are capitalized and depreciated if the initial acquisition cost is equal to or greater than \$10,000.

Section II – Particulars

Calculation: The last five years of data reported on the Annual Report is utilized as the basis to calculate the listed predetermined discounted rates. This data may be found under the report section of your annual report system.

Limitations: Application of the rates contained in this Agreement is subject to all statutory or administrative limitations on the use of funds, and payments of costs hereunder are subject to the availability of appropriations applicable to a given grant or contract. Acceptance of the rates agreed to herein is predicated on the following conditions: (A) that no costs other than those incurred by the Organization were included in the indirect cost pools as finally accepted, and that such costs are legal obligations of the Organization and allowable under the governing cost principles; (B) the same costs that have been treated as indirect costs are not claimed as direct costs; (C) that similar types of information which are provided by the Organization, and which were used as a basis for acceptance of rates agreed to herein, are not subsequently found to be materially incomplete or inaccurate; and (D) that similar types of costs have been accorded consistent account treatment.

Accounting Changes: The rates contained in this agreement are based on the organizational structure and the accounting systems in effect at the time the proposal was submitted. Changes in organizational structure or changes in the method of accounting for costs which affect the amount of reimbursement resulting from use of the rates in this agreement, require the prior approval of the responsible negotiation agency. Failure to obtain such approval may result in subsequent audit disallowance.

Provisional/Final/Predetermined Rates: A proposal to establish a final rate must be submitted. The awarding office should be notified if the final rate is different from the provisional rate so that appropriate adjustments to billings and charges may be made. Predetermined rates are not subject to adjustment.

Fixed Rate: The negotiated fixed rate is based on an estimate of the costs that will be incurred during the period to which the rate applies. When the actual costs for such period have been determined, an adjustment will be made to a subsequent rate calculation to compensate for the difference between the costs used to establish the fixed rate and the actual costs.

Notification to Other Agencies: Copies of this document may be provided to other Federal or State agencies as a means of notifying them of the agreement contained herein.

Audit: All costs (direct and indirect, federal and non-federal) are subject to audit. Adjustments to amounts resulting from audit of the cost allocation plan or indirect cost rate proposal upon which the negotiation of this agreement was based may be compensated for the in a subsequent negotiation.

Reimbursement Ceilings/Limitations on Rates: Awards that include ceiling provision and statutory/regulatory requirements on indirect cost rates or reimbursement amounts are subject to the stipulations in the grant or contract agreements. If a ceiling is higher than the negotiated rate in Section I of this agreement, the negotiated rate will be used to determine the maximum allowable indirect cost.

Section III – Special Remarks

Alternative Reimbursement Methods: If any federal programs are reimbursing indirect costs by a methodology other than the approved rates in this agreement, such costs should be credited to the programs and the approved rates should be used to identify the maximum amount of indirect costs allocable.

Section IV – Approvals

By signing this agreement, the Douglas 51-1 school district agrees to the calculated indirect cost rates listed above for the effective time period.

For the Organization:

Douglas 51-1
400 Patriot Dr
Box Elder, SD 57719

For the State:

South Dakota Department of Education
Director of Finance and Management
800 Governor's Drive
Pierre, SD 57501

DocuSigned by:



999472F6353A4DD...

Signature

Kevin Case

Name

Superintendent

Title

04/27/2026

Date

Signature

Cody Stoesser

Name

Director Division of Finance & Management

Title

Date

Administrators Salaries 2026-2027

Batteen	Nathan	\$114,345.00	Principal
Case	Kevin	\$185,532.00	Superintendent
Clark	Jeannie	\$123,952.50	Principal
Crosswait	Courtney	\$127,088.00	Executive Director
Gholson	Sean	\$118,800.00	Principal
Haaland	Joshua	\$109,515.00	Director
Kosters	Timothy	\$129,630.00	Executive Director
Nielsen	Tori	\$106,155.00	Asst. Principal/AD
Olney	Trista	\$146,500.00	Business Manager
Olson	Jimi	\$105,315.00	Asst. Principal
Pettit	Ann	\$149,049.00	Executive Director
Sandal	Shanna	\$116,760.00	Principal
Thompson	Julie	\$107,835.00	Asst. Principal
Voegeli	Beau	\$119,900.00	Principal
Waltman	Monica	\$128,436.00	Director

Certified Staff Salaries 2026-2027

Aberle	Taryn	\$56,250.00	FC 3rd Grade Teacher
Alfson	Erin	\$75,000.00	MS 6th Math Teacher
Anderson	Kayla	\$62,750.00	FC 3rd Grade Teacher
Anderson	Keeley	\$54,000.00	MS 7th Science Teacher
Anderson	Kjerstin	\$68,000.00	BC Speech Pathologist Sped
Anderson	Tara	\$57,000.00	BC Kindergarten Teacher
Anderson	Zelda	\$65,000.00	FC Instructional Leader
Apland	Christie	\$67,000.00	FC 3rd Grade Teacher
Arnold	Shelby	\$59,250.00	FC Kindergarten Teacher
Ashley	Lori	\$78,750.00	BC 2nd Grade Teacher
Awe	Amanda	\$72,750.00	HS Language Arts Teacher
Back	Joe	\$60,000.00	MS Sped TOSA Case Manager
Badura	Judith	\$78,750.00	FC 2nd Grade Teacher
Baragar	Cathy	\$78,750.00	MS 8th Social Studies Teacher
Baragar	Tricia	\$75,000.00	VES 4th Grade Teacher
Bell	Katie	\$73,750.00	BC Instructional Leader
Bennett	Meggie	\$58,500.00	BC 2nd Grade Teacher
Blair	Aarika	\$62,000.00	FC Kindergarten Teacher
Blair	Leighona	\$70,000.00	MS 6th Grade Language Arts Teacher
Blank	Hayley	\$57,000.00	FC 1st Grade Teacher
Boadway	Bianca	\$76,500.00	MS 8th Science Teacher
Boeding	Jason	\$74,250.00	HS Industrial Technology Teacher
Bok	Cayla	\$55,500.00	BC Kindergarten Teacher
Bolinger	Bridget	\$75,000.00	VES 5th Grade Teacher

Brewer	Samantha	\$71,250.00	VES 5th Grade Teacher
Bunkowske	Alyssa	\$59,250.00	FC Kindergarten Teacher
Burbach	Jenna	\$75,000.00	VES Instructional Leader
Burriss	Kirsten	\$63,500.00	BC Pre-K Teacher
Byrd	Andrea	\$78,750.00	FC Special Education Teacher
Caldwell	Isabelle	\$56,250.00	BC Kindergarten Teacher
Caldwell	Jace	\$72,750.00	MS Physical Education Teacher
Caron	Amy	\$39,000.00	HS Sped TOSA Case Manager
Clark	Brook	\$62,000.00	MS Special Education Teacher
Clark	Karline	\$77,250.00	HS Work Based Learning
Clark	Kolter	\$54,000.00	HS Social Studies Teacher
Clauson	Brenda	\$78,750.00	HS Math Teacher
Coates	Kelly	\$73,500.00	HS Math Teacher
Cole	Sadie	\$54,750.00	BC Special Education Teacher
Colichieski	Karley	\$71,250.00	CA Sped TOSA Case Manager
Conard	Rebecca	\$56,250.00	HS Family & Consumer Science
Corbin	Allyson	\$33,250.00	FC 1st Grade Teacher
Cordell	Hope	\$56,250.00	BC Kindergarten Teacher
Crofut	Sheryl	\$75,000.00	HS Computer Teacher
Crooks	Teresa	\$78,750.00	CA Special Education Teacher
Crow	Hannah	\$56,250.00	BC Kindergarten Teacher
Cundall	Marcy	\$68,750.00	BC 1st Grade Teacher
Curran	Michael	\$60,750.00	HS Computer Teacher
Daugherty	Dale	\$63,750.00	MS Industrial Technology Teacher
Daum	Lynette	\$67,250.00	BC Music Teacher
Denekamp	Cathleen	\$78,750.00	VES 4th Grade Teacher
Deruyter	Jonathan	\$55,500.00	VES 4th Grade Teacher
Dettman	James	\$76,500.00	MS 7th Math Teacher
DeVelder	Kate	\$56,250.00	FC 2nd Grade Teacher
Dewey	Susan	\$78,750.00	MS Family & Consumer Science
Deyo	Lyndsay	\$74,250.00	BC 3rd Grade Teacher
Dietrich	Madison	\$66,500.00	CA Speech Pathologist
Distel	Brett	\$61,500.00	MS 6th Math Teacher
Doyle	Michaela	\$60,750.00	VES Music Teacher
Elder	Eric	\$76,500.00	MS 7th Social Studies Teacher
Enright	Holly	\$65,750.00	HS Science Teacher
Erlandson	Amy	\$63,750.00	HS Social Studies Teacher
Ferdinand	Jacob	\$75,750.00	FC Physical Education Teacher
Ferguson	Nicholas	\$74,250.00	HS Industrial Technology Teacher
Finney	Laressa	\$73,500.00	FC 2nd Grade Teacher
Floyd	Dane	\$66,500.00	BC 2nd Grade Teacher
Fox-Guillory	Krystle	\$59,250.00	BC Administrative Intern
Gilbert	Bridget	\$60,000.00	HS Special Education Teacher

Glandt	Margery	\$78,750.00	BC 2nd Grade Teacher
Good	Holly	\$78,750.00	CA Special Education Teacher
Gotta	Olivia	\$38,625.00	FC 1st Grade Teacher
Grindle	Arianna	\$67,000.00	HS Language Arts Teacher
Hagen	Austin	\$57,000.00	VES Physical Education Teacher
Hager	Summer	\$68,000.00	MS 7th Science Teacher
Hamer	Cassie	\$57,000.00	MS Special Education Teacher
Hamer	Jesse	\$72,750.00	HS Student Success Coach
Hamil	Richard	\$77,250.00	MS/VES Band Teacher
Harrington	Robert	\$78,000.00	HS Math Teacher
Hartley	Melissa	\$77,250.00	VES 4th Grade Teacher
Hayes	Michelle	\$58,500.00	BC 3rd Grade Teacher
Heier	Kaitlin	\$72,250.00	HS Math Teacher
Heinrich	Shannon	\$78,750.00	HS Art Teacher
Hencke	Tammy	\$78,750.00	BC Instructional Leader
Henriksen	Sherri	\$71,500.00	HS Math Teacher
Herder	Leon	\$57,000.00	HS Science Teacher
Herren	Michael	\$75,000.00	HS Science Teacher
Hill	Hanna	\$55,500.00	VES 4th Grade Teacher
Hilzer	Parker	\$54,750.00	VES 5th Grade Teacher
Hoeke	Katherine	\$54,750.00	MS Special Education Teacher
Hoellein	Cassidy	\$62,750.00	FC 1st Grade Teacher
Holt	Zoey	\$54,000.00	BC 1st Grade Teacher
Horan	Sherri	\$78,000.00	HS Counselor
Howard	Matthew	\$67,000.00	MS 8th Science Teacher
Humke	John	\$78,750.00	HS Physical Education Teacher
Hunter-Baker	Sarah	\$76,500.00	MS 8th Math Teacher
Jastorff	Hillary	\$70,750.00	CA Special Education Teacher
Johnson	Emma	\$54,750.00	FC Kindergarten Teacher
Johnson	George	\$57,000.00	BC/FC Physical Education Teacher
Johnson	Jade	\$58,500.00	FC Pre-K Teacher
Johnson	Maranda	\$67,250.00	VES 5th Grade Teacher
Kearns	Kimberly	\$67,250.00	FC Sped TOSA Case Manager
Keel	Natasha	\$60,000.00	VES Special Education Teacher
Keen	John	\$78,000.00	HS Social Studies Teacher
Keller	Shannon	\$72,000.00	HS Special Education Teacher
Kennedy	Cari	\$75,750.00	MS Computer Teacher
Kielhold	Nancy	\$50,400.00	CA Speech Pathologist
Kingi	Marlin	\$64,250.00	MS Title VI Teacher
Knottnerus	Kristine	\$72,750.00	BC Special Education Teacher
Knutson	Nicholas	\$78,750.00	MS Physical Education Teacher
Koch	Matthew	\$61,500.00	HS Science Teacher
Kowaleski	Aaron	\$73,500.00	MS 8th Social Studies Teacher

Labine	Kristyn	\$70,500.00	MS 7th Math Teacher
Ladwig	Amanda	\$65,750.00	MS Special Education Teacher
Langer	Kayla	\$64,250.00	VES Special Education Teacher
Leigh	Janee	\$73,500.00	MS 8th Language Arts Teacher
Lewis	Sarah	\$61,500.00	FC Pre-K Teacher
Lipp	Tara	\$78,000.00	CA Behavior Interventionist
Loescher	Kristen	\$65,750.00	CA Special Education Teacher
Lytle	Courtney	\$65,000.00	FC Instructional Leader
Mamula	Shalee	\$57,000.00	BC 2nd Grade Teacher
Marler	Brandi	\$76,500.00	VES 5th Grade Teacher
Martenson	Cherrie	\$78,750.00	HS Science Teacher
McCormick	Denise	\$78,750.00	VES STEAM Teacher
McFarland	Susanne	\$75,000.00	FC 1st Grade Teacher
McIntire	Daniel	\$66,500.00	HS World Language
McKernan	Darla	\$76,500.00	VES Special Education Teacher
Meade	Lorie	\$78,750.00	VES 5th Grade Teacher
Meisman	Shawna	\$60,000.00	MS Reading Teacher
Melton	Jody	\$85,500.00	FC Speech Pathologist
Militello	Kevin	\$72,750.00	MS STEAM Teacher
Miller	Travis	\$78,750.00	HS Physical Education Teacher
Mills	Jodi	\$67,250.00	BC 1st Grade Teacher
Mitchell	Rani	\$65,000.00	HS Counselor
Monahan	Taasha	\$54,000.00	FC 2nd Grade Teacher
Monize	Ainsley	\$85,000.00	HS/MS Speech Pathologist
Mraz	Kathy	\$65,000.00	HS Language Arts Teacher
Mraz	Tony	\$78,750.00	HS Language Arts Teacher
Munoz	Michael	\$72,750.00	MS 6th Science Teacher
Murray	Caitlin	\$57,750.00	HS Language Arts Teacher
Murray-Vernon	Lisa	\$78,750.00	BC Special Education Teacher
Nelson	Betsy	\$76,500.00	MS Instructional Leader
Nelson	Shireen	\$78,750.00	VES 5th Grade Teacher
O'Connell	Theresa	\$78,750.00	FC Art Teacher
O'Connor	Kathy	\$70,000.00	HS Special Education Teacher
O'Daniel	Megan	\$77,250.00	BC Instructional Leader
Olson	Jaiden	\$56,250.00	BC 3rd Grade Teacher
Olson-Canaan	Chandra	\$78,750.00	BC Counselor
Owen	Melissa	\$78,000.00	CA Behavior Interventionist
Paget	Stephanie	\$59,250.00	VES 5th Grade Teacher
Palmer	Brian	\$72,750.00	MS Art Teacher
Paris	Monica	\$54,000.00	MS Special Education Teacher
Parker-Greer	Beverly	\$78,750.00	CA Title III EL Teacher
Pataky	Anthony	\$65,000.00	BC 3rd Grade Teacher
Perkins	Brandy	\$78,000.00	FC 2nd Grade Teacher

Pilgrim	Adam	\$75,000.00	HS Language Arts Teacher
Quimby	Rachel	\$78,000.00	MS Student Success Coach
Randall	Jennifer	\$54,750.00	BC Pre-K Teacher
Reimer	Sarah	\$84,750.00	FC Speech Pathologist
Reinert	Kaylee	\$61,250.00	MS Counselor
Reinke	Alison	\$65,000.00	FC Kindergarten Teacher
Reitz	Nicole	\$85,500.00	BC Speech Pathologist Sped
Richter	Sherry	\$78,750.00	FC 2nd Grade Teacher
Riisanaies	Catherine	\$66,500.00	VES Special Education Teacher
Rivera	Kayla	\$69,250.00	FC 1st Grade Teacher
Roberts	Heidi	\$76,500.00	VES Counselor
Rosetter	Luann	\$78,750.00	MS Band Teacher
Rossow	Angela	\$78,750.00	VES Sped TOSA Case Manager
Rowe	Amy	\$77,250.00	HS Science Teacher
Rudebusch	Emily	\$71,250.00	MS 6th Science Teacher
Ryan	Tessa	\$57,000.00	MS 7th Language Arts Teacher
Sackmann	Joshua	\$57,750.00	FC K-3 Social Studies/Science Teacher
San Miguel	Isabella	\$55,500.00	VES 5th Grade Teacher
Satter	Lanette	\$57,750.00	BC K-3 Social Studies/Science Teacher
Schmidt	Zion	\$72,750.00	VES 4th Grade Teacher
Schmidt	Loretta	\$78,000.00	HS Social Studies Teacher
Schultz	Rochelle	\$60,750.00	HS Art Teacher
Schwiesow	Melissa	\$77,250.00	VES Instructional Leader
Scott	Lindsay	\$78,000.00	MS Music Teacher
Sever	Sarah	\$74,250.00	BC Instructional Leader
Shields	McKenzie	\$58,500.00	BC 2nd Grade Teacher
Sieveke	Shelby	\$60,000.00	FC Administrative Intern
Simmons	Nicole	\$72,750.00	MS 6th Grade Language Arts Teacher
Sisk	Melissa	\$65,000.00	FC Special Education Teacher
Sivertsen	Sheila	\$77,250.00	VES 4th Grade Teacher
Sloan	Kyler	\$69,000.00	MS 7th Science Teacher
Smith	Mary	\$74,250.00	VES 4th Grade Teacher
Smith	Michele	\$64,250.00	HS Special Education Teacher
Smith	Rachel	\$77,250.00	VES 4th Grade Teacher
Smith	Robert	\$57,750.00	HS Personal Finance/Alt. Education
Sotelo	Tasa	\$57,000.00	BC Kindergarten Teacher
Stanford	Angela	\$78,750.00	MS 7th Language Arts Teacher
Steffens	Tanya	\$60,000.00	HS Special Education Teacher
Steffy	Theresa	\$68,750.00	FC Music Teacher
Steiger	Megan	\$76,500.00	HS Instructional Leader
Stelzig	Jennifer	\$78,750.00	HS Music/Band Teacher
Stiles	Denise	\$78,000.00	CA Special Education Teacher 18-21 Transition
Sullivan	Mary	\$64,250.00	VES 5th Grade Teacher

Summers	Kaitlin	\$62,000.00	BC 3rd Grade Teacher
Taylor	Amber	\$75,000.00	MS 7th Social Studies Teacher
Taylor	Brooklyn	\$59,750.00	MS Reading Teacher
Thomas	Tiffany	\$67,250.00	FC 1st Grade Teacher
Tribby	Courtney	\$77,250.00	HS Physical Education Teacher
Truitt	Allie	\$34,750.00	CA Speech Pathologist
Vahlberg	Tonia	\$73,500.00	HS Special Education Teacher
Vaillancourt	Heather	\$75,750.00	FC Instructional Leader
Vandermeer	Amy	\$62,750.00	BC 1st Grade Teacher
Vandersnick	Tessa	\$54,750.00	MS 8th Language Arts Teacher
Varilek	Rebekah	\$60,000.00	BC Physical Education Teacher
Vaughn	Anna	\$74,250.00	HS Language Arts Teacher
Wagner	Jada	\$57,000.00	FC 3rd Grade Teacher
Walton	Jesse	\$62,000.00	BC Art Teacher
Warren	Charlotte	\$60,500.00	MS Counselor
Waterson	Kerry	\$63,500.00	FC 3rd Grade Teacher
Weber	Shae	\$72,750.00	MS 6th Social Studies Teacher
Wieman	Christopher	\$73,750.00	HS Social Studies Teacher
Wieman	Marlee	\$68,750.00	FC Kindergarten Teacher
Williams	Jamie	\$77,250.00	VES Administrative Intern
Williams	Sarah	\$65,000.00	BC 1st Grade Teacher
Wren	Catherine	\$62,000.00	BC 1st Grade Teacher
Wright	Hayden	\$54,000.00	MS 6th Social Studies Teacher
Yanez	Sarah	\$64,250.00	FC Special Education Teacher

Classified Staff Salaries 2026-2027

Aageson	Brandi	\$19.00	VES Instructional Aide Sped
Acosta	Taylor	\$17.50	FC Instructional Aide Sped
Ader	Jessica	\$17.50	MS Food Services
Alfson	Douglas	\$23.00	Groundskeeper
Alfson	Douglas	\$23.00	Bus Driver
Altman	Heather	\$18.25	MS Instructional Aide Sped
Ames	Theresa	\$18.25	Bus Aide Sped
Ashley	Isabella	\$18.25	BC/FC Instructional Aide Library
Aukerman	Brandy	\$24.25	VES Administrative Assistant 2
Auriemma	Kathleen	\$23.50	HS Instructional Aide Library
Bates	John	\$23.00	Bus Driver
Baughman	Catherine	\$19.00	FC Food Services
Biberdorf	Stacey	\$22.75	CA Instructional Aide EC Sped
Bierle	Lori	\$18.25	FC Instructional Aide Sped
Black Bear	Rosemary	\$25.25	Bus Driver Sped
Bowman	Jerry	\$45.31	Transportation Coordinator
Bradstream	George	\$28.25	Support

Brown	Karina	\$19.00	VES Food Services
Brown	Krisit	\$22.75	Administrative Assistant
Brown	Michelle	\$23.50	VES Instructional Aide Sped
Brown	Samual	\$30.50	Head Mechanic
Brown	Sara	\$23.50	FC Instructional Aide Sped
Bruce	Terry	\$19.75	FC Custodian Nights
Buchholz	Sarah	\$22.00	FC Instructional Aide Sped
Burgerhout	Johanna	\$19.00	MS Food Services
Callan	Craig	\$18.25	CA Instructional Aide EC Sped
Campos	Mayra	\$18.25	CA Instructional Aide Title III EL
Canaan	Randal	\$19.00	BC Instructional Aide Sped
Carlson	Corinna	\$33.75	Data SIS Technology
Clark	Ashley	\$18.25	BC Instructional Aide Pre-K
Clark	Michael	\$22.00	HS Administrative Assistant 1
Cole	Susan	\$17.50	VES Instructional Aide Library/Specials
Collins	Jennifer	\$23.50	BC Instructional Aide ISS
Compton	Shawn	\$44.86	Technology Coordinator
Connor	Shawn	\$22.75	MS Custodian Nights
Converse	Alexandra	\$17.50	HS Instructional Aide Sped
Corbett	Larry	\$27.50	Bus Driver
Cox	Aaron	\$22.25	Groundskeeper
Cox	Aaron	\$22.25	Bus Driver
Crow	Darling	\$38.00	VES Nurse
Crowther	Amela	\$18.25	BC Instructional Aide Sped
Davis	Elizabeth	\$20.50	FC Instructional Aide ISS
Derflinger	Calie	\$22.00	MS Instructional Aide Sped
Dierkhising	Jill	\$22.00	FC Instructional Aide Title
Donovan	Jessica	\$18.25	BC Lunchroom Aide
Dreier	Jennifer	\$19.75	VES Instructional Aide Sped
Emeline	Kayse	\$19.75	HS Instructional Aide Sped
Favinger	Dana	\$27.50	Bus Driver
Fox	Rebecca	\$19.75	MS Administrative Assistant 1
Frerichs	Barbar	\$22.00	BC Lunchroom Aide/Breakfast
Gabriel	Beverly	\$26.00	Bus Driver
Garner	Jennifer	\$43.81	Food Services Coordinator
Gaudino	Jessica	\$38.75	FC Registered Nurse
Giesey	Gina	\$22.75	MS Food Services Cook
Giesey	Kevin	\$22.75	HS Custodian Nights
Gullage	Ashley	\$18.25	FC Instructional Aide Sped
Hardy	Merissa	\$17.50	HS Food Services
Harris	Shanna	\$20.50	FC Lunchroom Aide
Hayes	Dominique	\$18.25	CA Instructional Aide EC Sped
Heisler	Jacqueline	\$21.25	VES Instructional Aide Title

Hellman	Sahwnee	\$19.00	MS Administrative Assistant 1
Hinzman	Deana	\$20.50	BC Food Services
Hite	Aaron	\$22.25	Bus Driver
Hodo	Lydiette	\$19.00	VES Instructional Aide Sped
Hollan	Debra	\$29.75	Personnel Manager
Holsworth	Kara	\$38.00	MS Nurse
Horan	Billie	\$19.00	BC Instructional Aide Library
Huebner	Tammy	\$25.00	CA Administrative Assistant 5
James	Debra	\$20.50	HS Instructional Aide Sped
Johnson	Amanda	\$27.50	Bookkeeper
Johnson	April	\$36.50	BC Nurse
Johnson	Brenda	\$27.50	Bus Driver
Johnson	James	\$22.75	HS Custodian Nights
Johnson	Jennier	\$20.50	MS Instructional Aide Sped
Johnson	Mason	\$19.75	Custodian Floater
Johnson	Patrick	\$19.75	MS Custodian Nights
Johnson	Peter	\$18.25	CA Instructional Aide 18 to 21 Transition
Keester	Amy	\$24.25	BC Administrative Assistant 2
Kenoyer	Rebecca	\$23.50	FC Administrative Assistant 1
Keyser	Teresa	\$23.50	VES Instructional Aide ISS
Kight	Daniel	\$17.50	HS Instructional Aide ISS
Kight	Jennifer	\$18.25	BC Instructional Aide Sped
Knapp	Monica	\$22.75	MS Instructional Aide ISS
Knight	Traci	\$22.75	FS Administrative Assistant 3
Knodel	Marilyn	\$23.50	Administrative Assistant 4
Knudson	Kaylee	\$20.50	HS Instructional Aide Sped
Koch	Jerrold	\$24.25	HS Custodian Nights
Koch	Tammi	\$27.50	Bus Driver Sped
Kochutin	Anita	\$23.50	FC Instructional Aide Library
Koehler	Briget	\$24.25	HS Administrative Assistant 2
Kowaleski	Laurie	\$19.75	FC Instructional Aide Pre-K
Krebsbach	Robert	\$23.00	Bus Driver
Kuenkel	Tara	\$22.75	CA Instructional Aide EC Sped
Lawler	Caydean	\$23.50	FC Custodian Nights
Lee	Tima	\$19.00	VES Lunchroom Aide/Breakfast
Long	Floyd	\$24.25	HS Custodian Days
Long	Theresa	\$22.00	HS Food Services
Luke	Shanice	\$17.50	HS Food Services
Lurz	Sherry	\$32.00	Bookkeeper
Mackaben	Annette	\$19.75	MS Instructional Aide Sped
Manning	Susan	\$23.50	Warehouse Assistant
Maramag	Fern	\$19.00	VES Instructional Aide Title
Markert	Ann-Louise	\$20.50	BC Instructional Aide Sped

McAuliffe	Jamie	\$19.00	FC Food Services
McConnehey	Austin	\$19.75	MS Custodian Nights
McDole	Elizabeth	\$20.50	Administrative Assistant 3
McDonald	Diane	\$23.75	Bus Driver
McPherson	Jackie	\$32.00	Administrative Assistant 6
Medina	Christie	\$21.25	BC Food Services
Messmer	Angela	\$19.75	FC Food Services
Meverden	Kayla	\$28.25	IT Support
Miller	Amanda	\$22.75	FC Administrative Assistant 1
Miller	Helen	\$19.75	MS Food Services Cook
Milliken	Angela	\$21.25	BC Custodian Nights
Milliken	Theresa	\$19.00	BC Custodian Nights
Morgan	Tabatha	\$17.50	BC Lunchroom Aide
Morrow	Michael	\$59.51	HS ROTC Instructor
Murphy	Andrea	\$22.75	BC Instructional Aide Title
Musfelt	Trent	\$21.25	BC Custodian Days
Nelson	Caitlin	\$18.25	VES Instructional Aide Sped
Nelson	Tammy	\$26.75	Bus Driver
Neuschwander	Kayla	\$17.50	VES Food Services
Oakley	Stephanie	\$19.75	FC Instructional Aide Title
Oberlander	Leona	\$23.50	HS Administrative Assistant 1
Oberlander	Sheryll	\$22.00	HS Food Services
Olson	Lisa	\$23.50	CA Instructional Aide 18 to 21 Transition
Page	Jessica	\$19.00	VES Instructional Aide Sped
Panik	Madison	\$17.50	FC Instructional Aide Pre-K
Pennepacker	Alydia	\$16.75	FC Lunchroom Aide
Peterson	Jarred	\$32.50	Maintenance Electrician
Pettit	Hunter	\$45.14	Buildings & Grounds Coordinator
Petrovich	Karie	\$25.25	Bus Driver
Phillips	Nathan	\$29.50	Maintenance HVAC
Pitts	Gered	\$19.00	MS Food Services
Pitts	Loghan	\$18.25	HS Instructional Aide Sped
Porubensky	Brandon	\$22.75	MS Custodian Days
Prange	Lexi	\$29.00	CA Speech Assistant
Prentice	Chonda	\$20.50	MS Food Services
Prestjohn	Jessica	\$20.50	HS Administrative Assistant 1
Priest	Thomas	\$27.50	Maintenance Carpenter
Prprich	Laurie	\$23.50	VES Administrative Assistant 1
Rencountre	Laura	\$19.00	HS Food Services
Roberts	Ehatn	\$21.25	VES Custodian Nights
Rontti	Kacie	\$18.25	MS Instructional Aide Library
Ross	Wendy	\$29.00	Bookkeeper
Savage	Laura	\$26.00	Bus Driver

Schroeder	Patti	\$17.50	Bus Aide Sped
Sedano	Marissa	\$19.75	VES Custodian Days
Short	Kacey	\$17.50	VES Food Services
Sinclair	Mary	\$20.50	HS Security Aide
Sires	Larae	\$19.75	VES Instructional Aide Library
Small	Rena	\$21.25	VES Administrative Assistant 1
Smith	Kaylin	\$19.75	HS Administrative Assistant 1
Smith	Terri	\$27.50	Bus Driver
Smith	Timothy	\$22.75	HS Custodian Nights
Smithwick	Jody	\$17.50	FC Lunchroom Aide
Snarski	Edwin	\$26.00	Bus Driver Sped
Soelzer	Megan	\$18.25	BC Instructional Aide Sped
Stearns	Halie	\$23.75	IT Support
Stein	Jackie	\$19.00	MS Administrative Assistant 2
Stewart	Chester	\$41.10	HS ROTC Instructor
Stewart	Monica	\$18.25	FC Lunchroom Aide/Breakfast
Stinson	Carrie	\$16.75	VES Lunchroom Aide
Stolicker	Gina	\$22.00	HS Instructional Aide Sped
Stuart	Rae	\$18.25	BC Instructional Aide Sped
Stukerjurgan	Luann	\$22.75	Administrative Assistant 3
Sturgis	Lorelie	\$19.75	MS Instructional Aide Sped
Sukut	Greta	\$20.50	MS Instructional Aide Sped
Thompson	Lisa	\$23.50	BC Administrative Assistant 1
Triplet	Melissa	\$21.25	MS Administrative Assistant 1
Twietmeyer	Jenna	\$18.25	BC Instructional Aide Sped
Ulrich	Marla	\$19.75	VES Instructional Aide Sped
Ulrich	Timothy	\$23.50	VES Custodian Nights
Usera	Nichole	\$21.25	BC Food Services
Vaughn	Pamela	\$24.25	FC Administrative Assistant 2
Vetch	Eric	\$19.75	HS Instructional Aide Sped
Vinson	Angela	\$17.50	MS Instructional Aide Sped
Violet	Leslie	\$23.50	BC Instructional Aide Title
Vollmer	Natascha	\$17.50	FC Instructional Aide Sped
Walker	James	\$26.75	IT Support
Warren	Barbara	\$22.00	VES Lunchroom Aide
White	Kimberly	\$19.00	FC Lunchroom Aide/Breakfast
Wright	Matthew	\$19.00	FC Custodian Days
Wylie	Rebecca	\$22.00	Administrative Assistant 5
Ysidro	Janine	\$20.50	BC Instructional Aide Pre-K
White	Alexa	\$43.21	Communications Coordinator

SECTION	H	TITLE	NEGOTIATIONS	FILE	HJ(N)
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HOUSING OF NEGOTIABLE ITEMS

Starting with the 2026-2027 school year, the following mandatorily negotiable items will be officially housed in BOE Policy with the following “reference or acknowledgement/link” in the negotiated agreement:

The negotiated agreement will include a "reference or acknowledgement/link" for the following items:

- **Article V: Grievance Procedure** – Refer to Board Policy [GBM-R \(N\)](#);
- **Article VI: Complaints/Request for Review** – Refer to Board Policy [KL-R \(N\)](#) and [KL-E\(1\) \(N\)](#)
- **Article X: Assignment and Transfer** – Refer to Board Policy [GCL\(N\)](#)

This policy also pertains to any additional policies agreed to and referenced with an **(N) notation**.

PROCESS FOR CHANGE

The process to change this policy or any of the referenced items above, will require a positive vote from the board of education in conjunction with written agreement from the Douglas Education Association (DEA) or through the negotiations process. Any changes would be required to follow the current practice of an informational reading, a first reading, and a second reading prior to being changed. This policy will also pertain to any additional policies agreed to and referenced with an (N) notation.

RATIONALE

The rationale for this change is to eliminate confusion caused by having language in multiple locations that may not align. NOTE: BOE Policy HJ is Negotiations Procedures

PRECEDENCE

Provisions resulting from an **impasse** take precedence over this policy.

REFERENCES

State Reference:

SDCL 3-18 [Public Employees' Unions](#)

Federal Reference:

Adoption History

ENTIRELY NEW POLICY

First Reading			
Approved			
First Reading-Revision			
Approved			

**DOUGLAS SCHOOL DISTRICT
Administrative Regulation**

SECTION	G	TITLE	PERSONNEL	FILE	GBM-R (N)
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STAFF GRIEVANCES PROCEDURES

DEFINITIONS:

- A “grievance” is a complaint by a person or group of persons employed by the Douglas School District 51-1, made either individually or by a duly authorized and recognized employee association through its representative, that there have been a violation, misinterpretation or inequitable application of any existing agreement, contract, policy, rule, or regulation of the School Board. Negotiations for, or a disagreement over, a nonexisting agreement, contract, policy, rule, or regulation is not a “grievance”.
- An “aggrieved person” is the person or group of persons filing the grievance.
- “Board” means the Douglas School Board.
- “Days” shall refer to calendar days. The day of delivery or notice shall not be counted as a calendar day as it pertains to the timelines.

PURPOSE:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise between employees and the District and to facilitate this purpose, the process will be kept as informal and confidential as may be, appropriate at any level of the procedure.

Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the employee association, provided the adjustment is not inconsistent with the terms of any settlement with the employee association then in effect. The employee or the administrator involved in the grievance may be represented by a representative at such an informal discussion.

PROCEDURE:

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

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Administrative Regulation**

SECTION	G	TITLE	PERSONNEL	FILE	GBM-R (N)
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STAFF GRIEVANCES PROCEDURES

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

Informal Procedures:

If an employee has a complaint, he/she shall first discuss the matter with his/her immediate supervisor, principal, or other administrator to whom he/she is directly responsible in an effort to resolve the problem.

Formal Procedures:

Level 1 – School Principal, Immediate Supervisor or Other Administrator

- If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she shall submit his/her grievance in writing.
- Signed copies of the written grievance shall be delivered by the employee to the supervisor, principal or other administrator.
- An employee who is not directly responsible to a building principal may submit his/her formal written grievance to the administrator or supervisor to whom he/she is directly responsible.
- The administrator within ten (10) days of the filing of the grievance shall render his/her decision in writing to the aggrieved person.

Level 2 – Superintendent

- If an aggrieved person or the Board is not satisfied with the decision concerning his/her grievance at Level 1, or if no written decision has been rendered within ten (10) days, he/she shall, within ten (10) days after the decision is rendered, or within twenty (20) days after the grievance was presented at Level 1 whichever is sooner, resubmit his/her grievance in writing to the Superintendent.
- The Superintendent shall within ten (10) days from the filing of the written grievance meet with the aggrieved person for the purpose of resolving the grievance. The Superintendent shall, within ten (10) days after this meeting render his/her decision in writing to the

**DOUGLAS SCHOOL DISTRICT
Administrative Regulation**

SECTION	G	TITLE	PERSONNEL	FILE	GBM-R (N)
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STAFF GRIEVANCES PROCEDURES

aggrieved person.

Level 3 – Board of Education

- If the aggrieved person or the Board is not satisfied with the disposition of the grievance at Level 2, or if no written decision has been rendered within ten (10) days, he/she shall within ten (10) days or within twenty (20) days after the grievance was presented at Level 2, whichever is sooner thereafter resubmit the grievance to the business manager and the president of the School Board.
- At its next meeting or within twenty (20) days, whichever is sooner, the Board or its designated agent shall hold a hearing on the grievances. The decision of the Board shall be rendered in writing within ten (10) days after the hearing.

Level 4 – Arbitration

- If the aggrieved person is not satisfied with the disposition of the grievance at Level 3 or if no written decision has been rendered within the time period set forth in the preceding paragraph, he/she may, within ten (10) days after receipt of the written decision is due, whichever is earlier, appeal to the Department of Labor, pursuant to statute.
- The inclusion of this paragraph in this grievance procedure shall not constitute a waiver by either party of its rights to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

Miscellaneous

- If, in the course of investigation of any grievance by representatives of the complainant, such investigation requires their presence in a school building; they shall report immediately to the principal of such building being visited and state the purpose of the visit.
- Interruption of regularly assigned classes or activities shall be avoided and students shall not be included in any phase of the grievance procedure except with the mutual consent of both parties.
- Any party or parties in interest shall appear and may be represented at formal Levels One and Two of the grievance procedure by one representative. When the representative is not a member of the employee organization, the employee organization shall have the right to have one spokesperson present and to have that spokesperson state its views at the formal Levels One and Two of the grievance procedure except when the aggrieved person specifically requests the exclusion of all but the parties in interest and their respective representatives. At

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STAFF GRIEVANCES PROCEDURES

Level Three a maximum of three representatives, one of whom will be the spokesperson, may represent the aggrieved person or persons involved in a grievance.

- If, in the judgment of the employee organization, a grievance affects a group or class of employees, the organization may submit such grievance in writing to the Superintendent directly and the processing of such a grievance shall be commenced at Level Two. The employee organization shall designate not more than two spokespersons for the organization in processing such a grievance through the remaining levels of the grievance procedure. Provided, however, that the employee organization shall not be permitted to file or process a grievance with respect to an incident or occurrence on which an employee or group has already initiated a grievance.
- Meetings and hearings under this procedure shall not be conducted in public and shall include such parties and only such parties in interest and their designated or selected representatives heretofore referred to in this grievance procedure. The vote on the Board's decision on Level Three grievances shall be made in open session but the name of the aggrieved party shall not be disclosed.
- When it is necessary for a party or parties in interest to attend a board meeting or a hearing called during the working day, the Superintendent's office shall so notify the party or parties in interest, principals or immediate supervisor, and the party or parties in interest shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
- At all hearings conducted under this procedure, the aggrieved person and the administrative representative may call witnesses and present evidence that is relevant to the matter being considered. The Board may request that other witnesses be called for questioning by the parties.

Adoption History

Revised	03/26/2018	Revision	5/8/2023
Revision	10/28/2024	Revised Title	

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Administrative Regulation**

South Dakota

SECTION	K	TITLE	SCHOOL/COMMUNITY/ HOME RELATIONS	FILE	KL-R (N)
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COMPLAINT PROCEDURE

STEP 1: Initial Complaint

- A. The person having a complaint (“Complainant”) must initiate the complaint procedure within twenty (20) calendar days from the date the Complainant knew or should have known of the conduct of the Employee giving rise to the complaint. The person having the complaint regarding a school employee must initiate the complaint procedure in one of the following ways:
- meet and discuss the concern with the Employee involved; OR
meet and discuss the concern with the Employee’s Supervisor .
- a. If the Complainant met with the Employee and the complaint was not resolved, the Complainant must meet and discuss the complaint with the Employee’s Supervisor within ten (10) calendar days of the meeting with the Employee. The Complainant shall complete a Complaint Form, Exhibit KL-E(1). The Complainant shall sign and date the Complaint Form verifying the accuracy of its content.
- b. If the Complainant initiates the complaint by meeting the Supervisor, the Complainant shall complete a Complaint Form, Exhibit KL-E(1). The Complainant shall sign and date the Complaint Form verifying the accuracy of its contents.
- B. Upon the Complaint Form being signed and dated by the Complainant, the Supervisor shall give a copy of the complaint to the Employee and schedule an informal meeting with only the Complainant, Employee and Supervisor present. At the meeting, the Supervisor shall attempt to facilitate discussion between the Complainant and Employee by seeking clarification of the issue(s) and seeking a resolution to the complaint. Should a resolution be obtained, the resolution shall be noted on the Complaint Form. Should a resolution not be obtained, the Complainant and/or the Employee may request a decision by the Supervisor on the merits of the complaint by making the request on the Complaint Form.
- C. If the Supervisor is asked to make a decision on the merits of the complaint, the Supervisor has the authority to investigate the complaint beyond the information received from the Complainant and Employee during the meeting with the Complainant, Employee and Supervisor. The Supervisor shall render a decision in writing within fourteen (14) calendar days of the request for a decision on the merits of the complaint. The time frame for rendering a decision by the Supervisor may be extended by the Supervisor for good cause and upon written notification to the Complainant and Employee, which notification shall identify the reason for the extension and the date on or before which the decision shall be

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COMPLAINT PROCEDURE

rendered. The Complainant and the Employee shall receive written notification of the Supervisor's determination/ resolution.

- D. The Supervisor's decision may be appealed by the Complainant or Employee to the Superintendent within (10) ten calendar days of receipt of the Supervisor's written decision pursuant to Step 2. If the Supervisor does not render a written decision within the required time frame (14 days unless extended) the Complainant or Employee may appeal to the Superintendent pursuant to Step 2.

Should the complaint be against a Supervisor, the Superintendent shall address the complaint through the procedure set forth in Step 1. An appeal by the Complainant pursuant to Step 1D may be filed with the School Board pursuant to Step 3. Should the complaint be against the Superintendent, the Complaint Form, Exhibit KL-E(1) shall be given to the Business Manager. The Business Manager shall give the Complaint Form to the School Board President or Chairperson. At the next School Board meeting, the School Board will designate a person who is not an Employee of the District to address the complaint through the procedure set forth in Step 1. An appeal by the Complainant pursuant to Step 1D may be filed with the School Board pursuant to Step 3.

STEP 2: Appeal to the Superintendent

The following procedure shall be used to address an appeal of the Supervisor's decision made in Step 1, or if the Supervisor failed to render a decision in the required time frame:

- A. The appeal shall be in writing using Exhibit KL-E(2). The appealing party must attach the Complaint and the Supervisor's written decision, if a decision was rendered.
- B. Upon receipt of an appeal, the Superintendent will provide a copy of the appeal to the other party. Within five (5) calendar days, the other party may submit a written response to the appeal. The Superintendent shall provide a copy of the response to the appealing party.
- C. In the Superintendent's sole discretion, the Superintendent may (a) meet and discuss the matter with the Complainant and Employee, (b) meet and discuss the matter with the Complainant, Employee and Supervisor, or (c) meet and discuss the matter with the Supervisor.
- D. Within fourteen (14) calendar days from the date the appeal was filed with the Superintendent, the Superintendent shall render a decision in writing. The time frame for

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COMPLAINT PROCEDURE

rendering a decision by the Superintendent may be extended by the Superintendent for good cause and upon written notification to the Complainant and Employee; the notification shall identify the reason for the extension and the date on or before which the decision shall be rendered. The Complainant, Employee and Supervisor shall receive copies of the decision. The Superintendent may uphold, reverse or modify the Supervisor's decision. The Superintendent may also refer the matter back to the Supervisor for further investigation. The Supervisor may uphold, modify or reverse his or her initial decision. After a matter has been referred back to the Supervisor, and the Supervisor rendered a second decision, that decision may also be appealed to the Superintendent.

- E. The Superintendent's decision may be appealed by the Complainant to the School Board within (10) ten calendar days of receipt of the Superintendent's written decision pursuant to Step 3. If the Superintendent does not render a written decision within the required time frame (14 calendar days unless extended) the Complainant may appeal to the School Board pursuant to Step 3.
- F. If the Employee believes the Superintendent's decision constitutes a violation, misinterpretation or inequitable application of School Board policy or collective bargaining agreement applicable to the Employee, the Employee may file a grievance pursuant to the applicable grievance policy. A grievance filed pursuant to this provision shall be initiated at the Superintendent level.

STEP 3: Complainant's Appeal to the School Board

The following procedure shall be used to address an appeal of the Superintendent's decision made in Step 2, or if the Superintendent failed to render a decision in the required time frame:

- A. An appeal to the School Board shall be in writing using Exhibit KL-E(3). The Complainant must attach the complaint, the Principal's written decision if a decision was rendered, the appeal to the Superintendent, the response to the appeal if any, and the Superintendent's decision if one was rendered.
- B. The appeal must be filed with the President/Chairperson of the School Board or Business Manager within ten (10) calendar days of Complainant's receipt of the Superintendent's written decision, or within ten (10) days of the deadline for the Superintendent's written decision, whichever comes first.

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COMPLAINT PROCEDURE

- C. Upon receipt by the Board President/Chairperson of an appeal by the Complainant, a copy of the appeal shall be given to the employee involved.
- D. Upon receipt of an appeal to the School Board, the School Board shall at its next meeting schedule a date, time and location for the appeal hearing.
- E. The following procedure shall be applicable at the appeal hearing before the School Board:
 - a. The School Board shall appoint a school board member or a person who is not an employee of the school district as the hearing officer.
 - b. Within thirty (30) calendar days of an appeal being filed with the School Board, the School Board shall conduct a hearing in executive session.
 - c. The Complainant, Employee and Superintendent each have the right to be represented at the hearing.
 - d. The School Board shall make a verbatim record of the hearing by means of an electronic device or a court reporter. This record and any exhibits must be sealed and must remain with the hearing officer until the appeal process has been completed.
 - e. The issue on appeal is whether the Superintendent's decision should be upheld, reversed or modified by the School Board; in the absence of a decision by the Superintendent, the School Board will make a decision on the merits of the Complaint.
 - f. All parties shall be given the opportunity to make an opening statement, with the Complainant being given the first opportunity, followed by the Employee and then the Superintendent.
 - g. The Complainant shall present his or her case first, and the Employee shall then present his or her case. Both parties shall have the opportunity to ask questions of the other's witnesses. The hearing officer and school board members may ask questions of any witness.
 - h. After the Complainant and the Employee have presented their respective cases, the Superintendent shall then present the basis of his/her decision which led to the appeal, if a decision was rendered. The Complainant and Employee shall have the opportunity to ask the Superintendent questions. The hearing officer and board members may also ask questions of the Superintendent.
 - i. Unless a witness is a party to the appeal, witnesses may be present only when testifying unless the Hearing Officer rules otherwise. All witnesses must take an oath or affirmation administered by the School Board President/ Chairperson, Hearing

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COMPLAINT PROCEDURE

- Officer or other person authorized by law to take oaths and affirmations.
- j. The Hearing Officer shall admit all relevant evidence. The Hearing Officer may limit unproductive or repetitious evidence. The strict rules of evidence do not apply. *Moran v. Rapid City Area School Dist.*, 281 N.W.2d 595. 602 (S.D. 1979) (“This [school board hearing related to teacher contract nonrenewal] does not mandate nor necessitate the use of strict evidentiary rules.”).
 - k. Both parties shall be given the opportunity to make a closing statement, with the Complainant having the first opportunity, followed by the Employee, and then the Superintendent. The Complainant shall be given the opportunity for a brief rebuttal.
 - l. After the evidentiary hearing, the School Board shall continue to meet in executive session for deliberations. No one other than the Hearing Officer may meet with the Board during deliberations. During deliberations, the Board may seek advice from an attorney who did not represent any of the parties in the hearing. Consultation with any other person during deliberation may occur only if a representative of the Complainant, Employee and Superintendent are present. The Board may, in its sole discretion, continue the proceedings and make a final decision on the appeal at a later date.
 - m. Within twenty (20) calendar days of the hearing, the School Board shall render its decision and issue its written Findings of Fact, Conclusions of Law and Decision. The time frame for rendering a decision may be extended by the Board President for good cause and upon written notification to the Complainant, Employee and Superintendent. The notification shall identify the reason for the extension and the date on or before which the decision shall be rendered.
 - n. The decision of the School Board must be based solely on the evidence presented at the hearing and must be formalized by a motion made in open meeting. The Board will reconvene in open session. The Board may uphold, reverse, or modify the Superintendent’s decision, or render a decision on the merits of the Complaint in the absence of a Superintendent’s decision. Findings of Fact, Conclusions of Law and Decision, consistent with the Board motion, shall be in writing and approved by the Board. The Complainant, Employee, Principal and Superintendent will receive copies after the Findings of Fact, Conclusions of Law and Decision are approved by the School Board.
 - o. If the Complainant is dissatisfied with the School Board’s decision, the Complainant may appeal the decision by filing an appeal to the circuit court pursuant to SDCL Ch. 13-46.

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COMPLAINT PROCEDURE

Adoption History			
BOE Approved	4/11/2016	Revised	3/11/2024
Revised	10/28/2024	Revised Title	

[illegible]

Was a meeting held between the person having the complaint and the employee?

Yes _____ No _____

If a meeting was held, when was it held, what happened at the meeting and what was the outcome of the meeting: _____

If a meeting was not held, explain why not: _____

Resolution requested/sought by complainant: _____

_____ Date
Complainant

_____ Date
School Official

Step 1 mutually agreeable resolution was reached: Yes _____ No _____

If resolution, manner in which the complaint was resolved:

Complainant (initial/date) _____ Employee (initial/date) _____

If no mutually agreed upon resolution was reached, I request a decision by the Principal on the merits of the complaint:

Yes ____ No ____ Complainant (initial _____) Date _____ Yes ____ No

____ Employee (initial _____) Date _____

SECTION	G	TITLE	PERSONNEL	FILE	GCI (N)
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PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

Assignment:

Professional personnel will be assigned by the Superintendent or designee on the basis of their qualifications and the best interest of the school district

The assignment of professional staff to positions in other schools of the District or within the professional staff member's assigned school will be made by the Superintendent or designee giving consideration, but not limited to the following criteria:

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

Transfers:

Any professional staff member who desires a transfer in assignment should request such a transfer in writing to their direct supervisor with a copy to Human Resources.

If a transfer request is deemed in the best interests of the district by the Superintendent or designee, then the transfer will be approved and the professional staff member's contract will be edited to reflect the position for which the member is approved.

REFERENCES

State Reference:

Policy Reference:

2022-23 Negotiated Agreement, Article X

Revised File Title Only

Adoption History			
First Reading	6/8/2015	Approved	6/22/2015
First Reading-Revision	5/9/2022	Approved-Revision	5/23/2022
First Reading-Title			