

DE SMET SCHOOL DISTRICT #38-2  
BOARD OF EDUCATION  
MINUTES

The School Board of the De Smet School District #38-2 of Kingsbury County, SD convened pursuant to due notice at 5:30 PM on November 9th, 2020 in the high school library. Those in attendance were Pres. Shane Roth, Vice-Pres. Barb Asleson, Donita Garry, Jarod Tolzin and Evan Buckmiller. Administrators present were Supt. Abi Van Regenmorter, Princ. Andy Armstead, and Bus. Mgr. Susan Purintun. Visiting were Donna Palmlund of *Kingsbury Journal*, Brandon Vockrodt, representative of DTO. Jessica Wienk by phone conference.

**PUBLIC PARTICIPATION:** Jessica Wienk addressed the board with thoughts on the present COVID policy and the possible changes being considered in the agenda. She gave her perspective as a parent who has had to face the experience of COVID quarantine for herself and family and felt that perhaps the present policy is too lengthy. Students who show no symptoms and having to quarantine an additional 14 days past when the parent is deemed recovered adds unnecessary time away from in person instruction along with burdens for the parent who has already missed work and having to find care giving. Pres. Roth thanked Mrs. Wienk for her input and appreciated her taking the time to share her experience and concerns.

**AGENDA:** On motion by J. Tolzin, seconded by E. Buckmiller to approve the agenda with approval of eliminating KL(E)1 under Item 10 of policy improvements, as it is already addressed in the negotiated agreement. All members voting "aye", motion carried.

**DELEGATIONS:** None

**CONFLICT OF INTEREST DISCLOSURE:** None

**SCHOOL VEHICLE SERVICE BID:** Bids from O'Keefe Implement Inc. and Rich's Gas 'N Service were opened and read. The following bids were received:  
Rich's Service - \$45.00 for vehicle service  
O'Keefe Implement Inc: Bus #1 \$260; Bus #2 \$215; Bus #3 \$165; Bus #4 \$170; Bus #5 \$175; Bus #6 \$190; Bus #7 \$170; Additional extra fluids, air and fuel filters are at an extra charge with 10% discount. Vehicle service \$37.99. (All bids were the same as the previous year.) On motion by J. Tolzin, seconded by B. Asleson to accept the bids of O'Keefe Implement Inc. for bus and vehicle work. All board members voting "aye", motion carried.

**REPORTS:**

**NESC** - Rep. Barb Asleson reviewed the regular October meeting noting that a large amount of time was spent on going through the hiring process of a new director to replace Mr. Aberle. Dates have been designated for advertisement, deadline of receiving apps, hiring and starting time. A salary between \$90,000 and \$115,000 is proposed at this time depending on experience of the new hire. COVID was also discussed along with the opting out of the tax deferral.

**EDUCATION ENHANCEMENT FOUNDATION:** Rep. Jared Tolzin reported that consumer science instructor Angela Ostrander has applied for assistance to conduct a cuisine class during the summer months for parents and students. He shared the application with the board and felt that it would most likely be approved by the Foundation. Supt. Abi also noted that Ms. Ostrander had applied and received a \$150 Beef Grant from the SD Beef Council.

**BUILDINGS AND FACILITIES:** The board learned more about the fire that destroyed a bus and heavily damaged another one along with the bus barn earlier in the day. At this time, the belief is that the fire was caused by electrical issues in the bus. Insurance agents have been notified.

Buildings and Grounds committee met via Zoom with Jason Kann of Coop Architects. The board reviewed the two latest options for elementary classes. One would renovate the current facility and the other would add on to the MS/HS building. Suggestions were made by committee members to Jason for additional tweaking of the plans.

**LEGISLATIVE REPORT:** Pres. Roth noted that he will be attending Delegate Assembly and the ASBSD board meeting virtually on Friday, Nov. 20<sup>th</sup>. At this time the ASBSD Legislative Day is still scheduled in February. Supt. Abi noted that the Sunday evening sessions being hosted by ASBSD with former Supt. Holbeck are very informative and are also available on the website for those that missed them live.

**PRINCIPALS' REPORTS:** MS/HS Principal Armstead reported that the first quarter has ended and parent/teacher conferences were held virtually. Overall feedback was positive with a few "Zoom" and technology hiccups.

The MS/HS band and chorus concert was held on October 19<sup>th</sup>. The students played and sang well. Oral Interpretation has held a few mini meets in the Event Center. The Districts were held virtually and results are still pending.

The Student Council has cancelled this year's Veteran's Day Program due to the COVID Pandemic. The students are doing a compilation of several videos including the elementary students singing, art work made honoring veterans and student salutations to veterans that will be uploaded on the District's web and Facebook pages.

On November 18<sup>th</sup>, there will be an early dismissal for teachers to continue to work on assessments of student's testing results and researching methods to teach and fill the gaps that have been found.

Supt/Elem. Princ. Abi Van Regenmorter added that the first trimester for the LIW elementary students will be complete on Thursday., Nov. 12<sup>th</sup>. This year's elementary Christmas concert will be held virtually to protect not only family members but also staff members. The District has received good news that the Department of Defense's STARBASE STEM program will be held the week of November 30<sup>th</sup> at the Events Center.

**CONSENT AGENDA:** On motion by D. Garry seconded by J. Tolzin and unanimously carried to approve the consent agenda including the minutes from the regular meeting of October 14th 2019, the financial report for the period of October 1st through October 31st, 2020, the bills for payment as presented (see attached listing.); Approval of public school exemption for student A; approval of signed employment agreement with David Ough as mini-bus driver at \$15.40/hr; approval of resignation of art instructor April Rusche for 2021-22 school year:

**GENERAL FUND:** A-OX Welding Supply Co, Vo-Ag Supplies 117.99; Active Heating Inc, Heating Maint 387.50 ADVANCE FUND: A. Armstead HS Tech Repair 24.33, Dell Rapids St. Marys Region XC Fees 101.05, Sanford Health-HSA Fee 8.00, C.Haugen reimb state XC exp 102.33, ELABO Membership fees 60.00, K.Vockrodt travel 223.44, T. Schoenfelder COVID supp 10.44, A.Ostrander CS supplies 79.80, SD Department of Labor Unemploy. Claims 300, D.Beste VB Off/Trav 122.80, J.Stitz VB Off/Trav 101.80, K.Vockrodt Reimb Band Supp 24.91, T.Nihart Off VB/Trav 114.40, M.Ruth Off VB 85.07.930, G. Krause Off VB/Trav 131.20, B.Ries Off VB 85.00, T.Anderson Bckgr check 54.45, J. Hojer reimb prof dev 150.00, G.Cantine Ftbll off 125.00, K.Cantine Ftbll Off 125.00, M.Robinson Ftbll off/travel 212.36, J. Sutton Off Ftbll 125.00, J. Mach Off Ftbll 125.00, A. Ostrander CS Supp Reimb 28.71, A.Vanregenmorter reimb travel 46.20, SD Department of Labor Unempl.claim 493.04, T. Holland reimb filters 607.56, P.Bowes Post.meter 146.10, K.Luethmers-reimb bckgr check 54.45, C.Haugen reimb fees 133.90, AB&T State XC travel 144.00, G. Duffy VB off/travel 95.08, T.Duffy VB off/travel 122.80, T.Holland reimb flags 432.82, K.Vockrodt reimb band supp 19.04, FCCLA Advisor fees 17.00 TOTAL General Advance Fund 4832.01; Austrei Landscaping, Ath Fd Service 100.00; Avid Hawk, Website service 47.93; Blick Art Materials, Art Supp 65.43; City of De Smet, Utilities Bus Barn 36.44, Buildings 401.48 total 437.92; Cole Papers, cust supp 502.50; Cook's Wastepaper Utilities 1358.50; Culligan Utilities 91.00; De Smet Food Service reimb adult meals 1868.00; Dustex, COVID Clean Serv 237.64; Edgenuity, Odysseyware 1975.00; Hillyard Cust Supp 53.64; Horizon Health Care, prof fees 215.00; Innovative Office Solutions, staff supplies 48.18 Locker Parts 186.50 Total 234.68; Institutional Compliance Solutions, fees 299.00; Kingsbury Elect, Transp Comm 54.56, Electric supplies 894.95 Total 949.51; Kingsbury Journal, Comm 210.62; Maynards, Cons. Sc supp 236.61, science supp 41.41 Total 279.02; NAPA, trans upp 233.20; Network Services, Cust Supp 118.23; NESG Gen Serv 10.29, Read.Rec 303.32 Total 313.61; NW Public Serv, Bus Barn Utilities 40.55, Buildings 1042.68 total 1083.23; O'Keefe Imp, Trans Repairs/Maint 664.83; Office of Comm Inspect, wrest.scale cert 28.00; Office Peeps, COVID supp 18.33, Elem supp 48.47, Copier supp/maint 1275.75, tech supp 22.43, office supp 51.00 Total 1415.98; Otter Tail Power, Bus Barn 35.01, Ath Fd 239.80, Bldgs 4603.08 Total 4877.89; Pitney Bowes, postage 503.50; Premier Equip, Bus repairs 5077.73; Remind101 Inc, annual service 508.20; RSchool Today, annual service 300.00; Scholastic, election supp 102.73; School Specialty, HS Supp 39.75; Share Corp, COVID supp 229.54; Smith's Lumber, cust supp 73.09; Taylor Music, Inst repair 450.00; Training Room Ath Fd Paint 217.71; Trustworthy Hardware, Trans supp 12.45, cust supp 36.90 total 49.35; Ultra/Conn.Point, Prof Dev Training 1999.00; WW Tire Serv, trans supp 1404.67; Zell Manuf., trans repairs 52.39; TOTAL GENERAL FUND EXPENDITURES 34,825.99

**CAPITAL OUTLAY FUND:** Active Heating, COVID Air Purification 7346.95; Advance Fund: C. Tangen Resource Books 305.87, B. Wilkinson Reimb Software 79.00, A. Armstead Reimb Math Texts 236.55, T. Albrecht Classroom Chairs/Equip 837.38  
TOTAL Advance Fund 1458.80; LIW Society, Elem textbooks 325.75; Software House Int, HS Tech equip 300.00; TOTAL CAPITAL OUTLAY FUND EXPENDITURES 9431.50

**SPECIAL EDUCATION FUND:** McCrossan Ranch, Out of Dist Tuition 1594.53, NESCC, Early childhood 401.93, Trans/Tech 29.62, Psychologist 700.14, Speech Path 1211.93, Phys. Therapy 342.24, Occup. Therapy 516.71, Summer Services 9997.16  
Total NESCC 13,199.73; Social Thinking, LD Supp 377.98; TOTAL SPECIAL EDUCATION FUND EXPENDITURES 15,162.24

**FOOD SERVICE FUND:** Cash-Wa of Fargo, Supplies 265.77, Food 5756.43 Total 6022.20; Child and Adult Nutrition Serv, Food 91.19; Maynards, 179.13; Prairie Farms Dairy, Food 917.58; US Foods, Supplies 162.25, Food 3367.71 Total 3540.96  
TOTAL FOOD SERVICE FUND EXPENDITURES 10,751.06

GENERAL FUND: Revenue - Ad Valorem Tax 21,275.91, Pen&Int. 57.96, Interest 2097.02, Admissions 259.00; Other Local Revenue 1864.00, Co.Apport 743.15, State Aid 68,934.00,

Disbursements - 27,780.35, Oct. Payroll 207,131.38  
TOTAL GENERAL FUND CASH BALANCE - 959,260.98

CAPITAL OUTLAY FUND: Revenue - Ad Valorem Tax 18,373.97, Pen&Int 47.83; Other 520.00

Disbursements - 7411.32

TOTAL CAPITAL OUTLAY FUND CASH BALANCE - 1,036,600.84

SPECIAL EDUCATION FUND: Revenue - Ad Valorem Tax 7119.87, Pen&Int 18.54; Medicaid 34.70

Disbursements - 6148.18, October Payroll 45,195.63

TOTAL SPECIAL EDUCATION FUND CASH BALANCE - 366,945.04

FOOD SERVICE FUND: Revenue - Sales to Pupils 1766.50, Other Sales 215.45; Federal Reimb.16,712.25, Reimb adult meals 1768.00

Disbursements - 11,871.19, October Payroll 10,616.82

TOTAL FOOD SERVICE FUND CASH BALANCE - -5078.62

ENTERPRISE FUND - Revenue - None

Disbursements - None

TOTAL ENTERPRISE FUND CASH BALANCE - 4330.54

TRUST AND AGENCY FUND: Revenue -53,509.81

Disbursements - 48,922.72

TOTAL TRUST AND AGENCY FUND CASH BALANCE - 148,801.60

All voting "aye", motion carried.

**COVID CLOSE CONTACT AMENDMENT:** The board reviewed three options for conditions of quarantining when a student is considered a "close contact". Supt. Abi went through a recent situation of a staff member who was diagnosed with COVID and students who were considered close contacts 48 hours previous to onset of symptoms. With the current policy students who were close contact 48 hours previous would come back to in person learning on the 20<sup>th</sup> while the students with

close contact 24 hours before would not be back until the 23<sup>rd</sup> due to how the days fall with weekends. The three options brought forth continue to encourage close contacts to follow the Department of Health recommendations to quarantine for 14 days from exposure, the difference in the options is the number of days they would be able to return when they are symptom free. Board members voiced concerns of the importance of wearing masks which could allow the students additional options in consideration of close contacts. Supt. Abi did note to the board that more students are wearing masks without prompting. Board members recognize that it falls on the parent's honesty of whether students are symptom free in order to keep other students and staff safe and from further spread that could cause for the district to go to remote learning circumstances. The options presented were discussed at length with various options and also noting that this policy can be changed at any time that circumstances presented deem it necessary to do so. Following the discussion, on motion by E. Buckmiller, seconded by B. Asleson to adopt the following policy as follows: Close contacts are encouraged to follow the DOH recommendation to quarantine for 14 days from the time of exposure. However, parents have the option to send the child back to school 7 days from the time of exposure if the child is symptom-free. Close contacts are required to wear masks and social distance as permitted throughout the school day if they return to school prior to the end of the DOH recommended quarantine timeframe. If it is determined that a student is a close contact *while wearing a mask*, the close contact can return to school 5 days from the time of exposure if the child is symptom-free.

All voting "aye", motion carried.

**POLICIES APPROVAL:** On motion by B. Asleson, seconded by D. Garry to adopt the following policies:

GCB – QUALIFICATIONS OF TEACHERS: Every teacher employed in this school system must possess a valid certificate issued by the South Dakota Department of Education.

GCDB - CRIMINAL BACKGROUND CHECKS:

#### **Definitions**

*Authorized Persons:* Individuals determined by the superintendent or designee to need access to or need to view criminal history record information in their official capacity with the district.

*Criminal History Record Information (CHRI):* A criminal history of an individual obtained through the South Dakota Division of Criminal Investigation (SDDCI) and/or the Federal Bureau of Investigation (FBI) using the individual's fingerprints. CHRI includes information on the arrest, detention, complaint, indictment or former criminal charge of an individual as well as the disposition of any charges. The FBI rules differ from the DCI rules regarding the disclosure of criminal history record information.

*Criminal Justice Information Services (CJIS):* The FBI's Criminal Justice Information Services Division, or CJIS, provides a range of state-of-the-art tools and services to law enforcement, national security and intelligence community partners, and the general public. Its purpose is to equip law enforcement, national security, and intelligence community partners with the criminal justice information needed to protect the United States and the public. The CJIS Division was established in 1992 to serve as the focal point and central repository for criminal justice information services in the FBI. It is the largest division in the FBI.

*Local Agency Security Officer (LASO):* liaison with SDDCI to ensure the agency is in compliance with security procedures. The LASO shall (1) maintain a list of users who have access to CHRI, (2) Identify and maintain a list of persons who are authorized to use the approved hardware, software and firmware to access CHRI and ensure no unauthorized individuals have access to this technology, (3) identify and document how the equipment is connected

to the state system, (4) ensure that personnel security screening procedures are being followed, (5) ensure that approved and appropriate security measures are in place and working as expected, (6) promptly notify the SDDCI of any security incidents, and (7) support any district security audits.

*Noncriminal Agency Coordinator (NAC):* primary contact person for the District who serves as the liaison between the District and SD Division of Criminal Investigation, responsible for notifying SDDCI when a new employee starts or an employee leaves so SDDCI can keep CJIS Security training records current and such other duties as required.

*Point of Contact (POC):* District's contact person when SDDCI sends out Audit information, the contact person when an onsite Audit is scheduled.

*Security Incident:* An act of violating an explicit or implied security policy regarding CHRI including, but not limited to (1) attempts (either failed or successful) to gain unauthorized access to a system or its data, (2) unwanted disruption or denial of service, (3) the unauthorized use of a system for the processing or storage of data, and (4) changes to system hardware, firmware or software characteristics without the district's knowledge, instruction or consent.

### **Policy Statement**

The District is committed to providing a safe learning and working environment. The District will require each person over eighteen years of age hired by the district, or who is a volunteer two or more times during the school year, to submit to a criminal background investigation, by means of fingerprint checks by the Division of Criminal Investigation and the Federal Bureau of Investigation. Also, any person who is employed by an entity which provides the District with student services shall be required to submit to a criminal background investigation. The district and its employees, officers and agents will only obtain CHRI when authorized by law and will only use CHRI, or the personally identifiable information first obtained by the district in CHRI, for the purposes of determining whether a person should be employed by the district.

In accordance with law and to protect the district's students, criminal background checks on persons who are employed in the district, who volunteer two or more times during the school year, or are employed by an entity which provides the District with student services shall be required. Examples of non-school entities which provide student services include but are not limited to food service and bus service contractors. The criminal background investigation shall be done by means of fingerprint checks by the Division of Criminal Investigation. If no disqualifying record is identified at the state level, the fingerprints shall be forwarded by the Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check. The district and district employees will comply with state and federal law, rules, procedures and policies regarding the receipt, use and dissemination of criminal history record information of any individual.

### **Designations**

1. The Superintendent, as the Agency Representative, is responsible for signing the SD Division of Criminal Investigation (SDDCI) User Agreement on behalf of the District.
2. The Superintendent shall be the District's Point of Contact(POC) and Noncriminal Agency Coordinator (NAC) to act as the primary contact person for the District, shall serve as the liaison between the District and SD Division of Criminal Investigation, and will fulfill all responsibilities of the POC/NAC, including but not limited to being the contact person when SDDCI sends out Audit information, shall be the contact person when an onsite Audit is scheduled, and responsible for notifying SDDCI when a new employee starts or an employee leaves so SDDCI can keep CJIS Security training records current.
3. The Superintendent is designated to be the Local Agency Security Officer (LASO) to act as liaison with SDDCI to ensure the agency is in compliance with security procedures. The LASO shall be knowledgeable in CHRI, policies and mandated rules and regulations as well as knowledge of IT security procedures. The LASO shall actively represent the District in all matters pertaining to information security, dissemination of information security alerts and other material within the District, and responsible for contacting SDDCI if there has been misuse of CHRI.

### **Criminal Background Checks**

1. Each person over eighteen years of age hired by the district, who is a volunteer two or more times during the school year, or is employed by an entity which provides the District with student services shall be required to submit to a criminal background investigation.
2. The school district shall submit completed fingerprint cards to the Division of Criminal Investigation before the prospective new employee or volunteer enters into service.
3. If no disqualifying record is identified at the state level, the fingerprints shall be forwarded by the Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check.
4. The District shall pay any fees charged for the cost of fingerprinting or the criminal background investigation for any person whose employment with the District or status as a volunteer is subject to the requirements of this section.
5. Any person hired to officiate, judge, adjudicate, or referee a public event sponsored by a school district is not required to submit to a criminal background investigation.
6. Any person whose employment or status as a volunteer is subject to the requirements of this section may enter into service on a temporary basis pending receipt of results of the criminal background investigation. The District may, without liability, withdraw its offer of employment or terminate the temporary employment or status as a volunteer without notice if the report reveals a disqualifying record.
7. The criminal investigation required by this section with respect to a student teacher completing requirements for teacher certification shall be conducted by the District, and the District may rely upon the results of that investigation for employment of that person as an employee of the district. Results of a criminal background investigation conducted by another South Dakota public school district of a student teacher, hired by the District, may be relied upon by the District.
8. A District employee who is employed simultaneously with another school district is only required to obtain one criminal background investigation, if the background investigation was conducted less than five years before the person was first employed by the District.
9. The District shall run a background check on employees of contractors that provide the district with student services. Examples of contractors which provide student services include but are not limited to food service and bus service contractors. The contractor shall be responsible for the cost of the criminal background check.
10. No person may be employed by the District, either directly or by contract, and no person employed by a contract provider and who would have direct student responsibilities may provide direct student services, if the person has been convicted of a crime of violence (murder, manslaughter, rape, aggravated assault, riot, robbery, burglary in the first degree, arson, kidnapping, felony sexual contact, felony child abuse, or any other felony in the commission of which the perpetrator used force, or was armed with a dangerous weapon, or used any explosive or destructive device), sex crimes (including but are not limited to, rape, felony sexual contact with a minor under sixteen, sexual contact with a person incapable of consenting, possessing, manufacturing, or distributing child pornography, and sexual exploitation of a minor), or distribution or trafficking in controlled substances or distribution of marijuana.
  - a. The District may also refuse to employ a person who has been convicted of a crime involving moral turpitude. "Moral turpitude" is defined "an act done contrary to justice, honesty, principle, or good morals, as well as an act of baseness, vileness, or depravity in the private and social duties which a person owes to his fellow man or to society in general.

- b. The District may consider any criminal conviction in making a hiring decision. The District has the sole and absolute discretion to determine whether the results of a criminal background investigation disqualify a person from employment within the District.
  - c. For purposes of this policy, the term conviction means a plea or verdict of guilty or a conviction following a plea of nolo contendere (no contest) in this state or any other state.
11. The District's employment application form shall inform applicants that if no SD statutorily disqualifying conviction is identified at the state level the fingerprints will be forwarded by the S.D. Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check.
  12. The application form shall also inform applicants that if the applicant believes the criminal background result is incorrect or incomplete in any respect and the applicant wishes changes, corrections or updating of the alleged deficiency, the applicant should make application directly to the agency which contributed the questioned information or direct the applicant's challenge as to the accuracy or completeness of any entry on the applicant's [record](#) to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D-2, 1000 Custer Hollow Road, Clarksburg, WV 26306.
  13. Should an applicant be disqualified from employment due to the results of a criminal background check, the District shall inform the applicant that the criminal background check results prohibit the District from employing the person. The District will not delay the employment hiring decision solely because the applicant seeks to correct his or her FBI criminal history record information (CHRI).
  14. Before a person's conditional employment is terminated as a result of the person's CHRI, the District shall inform the person whose conditional employment is subject to termination that the criminal background report reveals a conviction which prohibits the District from employing the person, and inform the person of his or her right to appeal the accuracy or completeness of the CHRI to the SDDCI or FBI. Employees shall be afforded procedural due process consistent with their employment status (i.e., whether the person is an employee-at-will, a school-year employee, or a ten month or twelve month employee) should termination of conditional employment be a possibility following the District's receipt of the CHRI.
  15. All employees and other persons required to submit to a criminal background check pursuant to this policy must notify the district in writing if they are convicted of any offense of domestic violence, child abuse, sex offense, drug (including marijuana) or any felony offense. This notification must be made as soon as possible, but no later than five business days after the event.
  16. The District reserves the right to require any employee or volunteer to submit to additional criminal background checks at the district's expense. The district reserves the right to require any employee of an entity which provides the District with student services to submit to additional criminal background checks which shall be at the entity's or person's expense.
  17. As required by state law, SDCL 13-10-15, if, as the result of a criminal conviction the school board suspends an employee without pay, or an employee resigns, or an employee is terminated, the superintendent shall within ten days of the date of the suspension or the date the employment is severed report the circumstances and the name of the employee to the S.D. Department of Education.

### **Training**

The District will ensure that all employees who have access to CHRI shall be trained by SDDCI on the rules and responsibilities for the confidentiality, receipt, use and dissemination of the CHRI.

### **Confidentiality**

1. Before requesting CHRI on any individual, the district will give the individual written notification that his or her fingerprints will be used to obtain the CHRI of the individual, and the district will provide the individual a copy of the statement "Noncriminal Justice Applicant's Privacy Rights." Exhibit GCDB-E(1).
2. Information received by the district pursuant to a criminal background check is confidential. Only authorized persons within the district may access, view or use CHRI. Authorized persons may not share or otherwise disclose information contained in CHRI to unauthorized persons unless explicitly allowed for in this procedure.
3. Unless otherwise allowed by law, the District will only use this information for the district's internal purposes in determining the suitability of an applicant, employee, or other worker on district property. The district will note in an employee's or applicant's personnel file that the background check was completed and if the person was disqualified by the CHRI for employment or assignment. The District will keep the CHRI in a separate file in a location that is only accessible to persons who need to know the information to carry out their responsibilities with the District.
4. Individuals that have access to CHRI will receive CJIS security training provided by SD DCI. Once the individual has completed the CJIS online training and has taken the test each individual will receive and acknowledge in writing the receipt of the following: (1) User Rules of Behavior Acknowledgement form, (2) CHRI Disciplinary Policy, and (3) Acknowledgment Statement of Misuse. The District will keep a copy of the signed documents in each individual's personnel file.

#### **Access and Retention**

1. The District may print or electronically share records when necessary to determine whether the person is authorized to work for the district. In those situations, the physical or electronic copy will be destroyed immediately after the decision is made.
2. If the District runs a background check on employees of a contractor that does business with the district, the district will not provide the CHRI to the contractor. Instead, the district will provide a clearance letter notifying the contractor whether the employee is cleared to provide services in the district.
3. The District will not disseminate CHRI across state lines.
4. Upon request the district will provide a copy of the SDDCI CHRI to the person who is the subject of the background check. The SDDCI CHRI will only be released to the individual and not to relatives, spouses or friends. The District will note in the dissemination log that a copy was provided to the individual.
5. FBI rules prohibit the District from providing a copy of the FBI CHRI to the person who is the subject of the criminal background check.
6. The results of the background investigation done by the District shall be transferred to another South Dakota public school district if the other public school district, or current District employee, submits a written request to the District that the results be transferred to the other public school district. The District employee who was the subject of the criminal background investigation must sign a written release authorizing the transfer. The information will be sent by U.S. Mail or encrypted email.

#### **Recordkeeping**

A Secondary Dissemination Log shall be maintained in which all authorized disseminations of FBI and State DCI criminal background check results are recorded. The following shall be recorded in the District's Secondary Dissemination Log:

1. name of District;
2. name of person subject to the criminal background check review;
3. date of birth of person subject to the criminal background check review;
4. SD public school district requesting FBI and DCI criminal background check results and person/title requesting on behalf of the SD public school district;
5. written request signed by person subject to the criminal background check review for a copy of the SDDCI criminal background check results, attached to the Secondary Dissemination Log; NOTE: FBI CHRI cannot be released to the person who is the subject of the criminal background check.
6. date of release of criminal background check results;
7. description of the record that was shared;
8. how the record was sent or received
9. person to whom criminal background check results were disseminated;
10. signature of District employee disseminating the criminal background check review pursuant to a valid request.

The Secondary Dissemination Log shall be maintained until the onsite audit is complete and the District receives from the SD Division of Criminal Investigation written notice of a successful Policy Compliance Review, unless the log is needed or required for other purposes

### **Security**

The district will provide for the security of any CHRI received, including the appropriate administrative, technical and physical safeguards to provide for the security and confidentiality of the information. This includes, but is not limited to, the following:

1. The LASO shall maintain a list of school district authorized persons who have access to CHRI.
2. In those cases when the District has physical copies of CHRI, the District will restrict access to authorized persons only. Physical copies of CHRI, if any, will be maintained in a controlled, secure environment, such as a locked cabinet in a room that is free from public or unauthorized access. The room or the locked cabinet will include an "Authorized Personnel Only" sign.
3. The District will not routinely maintain electronic copies of CHRI; however, in the rare instance where the district has electronic copies of CHRI, the district will restrict access to authorized persons only. Electronic data will be protected with encryption as designated by the state or federal government or will only be accessible by individual password. Computers, printers and monitors used to access CHRI must be situated to prevent unauthorized viewing of the information. CHRI cannot be accessed using computers available to the general public or personal devices. CHRI will not be stored on a server that is unprotected or accessible by an unauthorized entity.
4. CHRI will not be relocated, transmitted or transported outside a secure location unless encrypted according to FBI standards or transported in a locked container or in folders where the information is not visible to the public. A log must be kept if electronic information systems, such as a laptop, flash drive or CD with CHRI information on it, leaves a secured area.
5. The District will dispose of records securely. Physical records will be cross-shredded or incinerated. If the district contracts out for record destruction, the destruction must be supervised. The District shall notify SDDCI of the entity with whom the District contracts for records destruction and must receive SDDCI approval to use the contractor for purposes of disposing of CHRI. Electronic records will be deleted and overwritten as required by the SDDCI or FBI.

6. The District will not provide auditors access to CHRI unless the auditor is authorized by the SDDCI or the FBI.

### **Security Incident Response Plan**

All District employees will immediately report to the LASO information security incidents such as the theft or loss of physical records or the hacking or failure of electronic systems or suspicions that an incident has or will take place. The LASO will document receipt of all reports, investigate incidents and report incidents to SDDCI. LASO documentation will include (1) date of security incident, (2) location of security incident, (3) systems affected, (4) method of detection, (5) nature of security incident, (6) description of security incident, (7) actions taken/resolution, (8) current date, and (9) contact information for LASO.

### **Consequences**

Employees who fail to keep background check results confidential or fail to follow this policy or any laws or rules regarding the access, receipt, use or dissemination of CHRI as required by law will be subject to disciplinary action up to and including termination. Unauthorized requests, receipts, release, interception, dissemination or discussion of CHRI may also result in criminal prosecution.

## **GCE – PART-TIME AND SUBSTITUTE EMPLOYMENT – PROFESSIONAL STAFF:**

### **PART-TIME TEACHERS**

Upon the recommendation of the Superintendent, the Board will approve or reject the employment of part-time teachers consistent with the needs of the school district.

A part-time certificated teacher, if employed for the full school term, will attain continuing contract status the same as a full-time teacher.

Part-time teachers will meet all necessary certification requirements, and any non-unit part-time teachers will be compensated for their work on a pro-rated basis commensurate with their placement on their salary schedule.

### **SUBSTITUTE TEACHERS**

The employment of substitute teachers will be centralized for the district in the office of the Superintendent. To the extent possible substitute teachers must meet the requirements for teacher appointments and will be assigned substitute teaching positions on the basis of their areas of competence. The Board will set the daily rate of pay for substitute teachers, including extended-term substitutes. The latter will be granted such additional benefits as approved by the Board.

Principals will assume responsibility for the scheduling of substitutes from the approved list as needed.

## **GCI – PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS**

Professional personnel will be assigned on the basis of their qualifications and the needs of the school district.

The assignment and transfer of teachers to positions in other schools of the district or within the teacher's assigned school will be made by the Superintendent giving consideration, but not limited to the following criteria:

1. The contribution that the teacher would make to students in the new assignment.
2. The qualifications of the teacher as compared to those of other candidates for the position to be filled.
3. The opportunity for professional growth.
4. The desire of the teacher regarding the new assignment.

5. The length of service in the school district.

6. The availability of a qualified replacement for the position vacated by the transferring teacher.

Any teacher who desires a transfer in assignment should request such a transfer in writing to the principal with a copy to the Superintendent. Every effort will be made to honor this request.

If a change of assignment is deemed necessary by the Board, then the new assignment will be as nearly similar to the desired assignment as possible. The teacher's contract will stipulate the area of certification for which the teacher is employed.

All voting "aye", motion carried.

**EXECUTIVE SESSION:** On motion by J. Tolzin, seconded by D. Garry to go into executive session at 6:20 PM on negotiation issues as per SDCL 1-25-2(4) All voting "aye", motion carried.

Regular session resumed at 6:53 PM.

There being no further business at this time, on motion by B. Asleson, seconded by D. Garry to adjourn. (6:55 PM) All voting "aye", motion carried.

ATTEST: Pres. Shane Roth

Susan L. Purintun, Business Manager

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