

Negotiated Agreement

Pam Liebe



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Effect of Agreement

INTRODUCTION

The policies and salary schedules herein have been negotiated and adopted by the Board of Education, Milbank School District, 25-4, Grant County, Milbank, South Dakota and by the Milbank Education Association. These policies and salary schedules shall remain in effect for the time specified in the Effect of Agreement.

NEGOTIATIONS

Section A - Recognition
The Board recognizes the Milbank Education Association as the sole and exclusive bargaining representative for all certified personnel. Such representation shall exclude the superintendent and principals and all other certified employees whose duties are administrative for a major part of their work day. Such sole and exclusive recognition shall be continuous unless challenged or questioned by the school board, teacher organization, or certified teacher(s) in accordance with the provisions of state law.

Section B - Negotiations Procedures
The parties agree to enter into negotiations pursuant to law and according to the provisions set forth herein in a good faith effort to reach agreement concerning rates of pay, wages, hours of employment, and other terms and conditions of employment.

Further, negotiation meetings shall be limited to no more than 8 meetings, and shall not extend beyond May 1 unless by mutual agreement or in the event of declared impasse.

Negotiations meetings shall be held at a location and time mutually agreed upon by both parties and shall generally last for periods of two (2) hours. However, if by mutual consent, both parties feel that it is beneficial or necessary to extend the meeting beyond that time, negotiations will continue. Caucuses will not exceed 20 minutes without mutual consent for an extension of time.

Substitutes may be assigned by either party in the event that a committee member is unable to attend a scheduled meeting.

Either party may utilize the service of consultants and/or a secretary as they deem necessary.

Negotiations shall be conducted in "closed" sessions. The maximum number of proposals shall be determined at the initial session.

MEA and Board proposals shall be submitted in writing to be exchanged for negotiations at the first meeting after the adoption of these ground rules. After the first meeting, mutual consent is required in order to offer additional proposals. Written proposals shall not apply to counter proposals and/or responses made during actual time at the table.

Regular and supplemental duty salaries and benefit proposals of either party shall project total dollar ($) contributions by the school district which include teacher retirement and social security--based upon current staff.

Tentative agreements reached shall be reduced to writing, dated and signed by both parties. It is recognized both parties have the statutory obligation to urge the respective parties they represent to ratify a total tentatively agreed upon package. After ratification by MEA and the Board, the negotiated agreement shall be signed by the president of the Board and chair(s) of MEA. Copies shall be given to all employees covered by the negotiated agreement.

Impasse procedures shall be pursuant to law.

The procedures enumerated in this section may be waived or changed in any manner agreeable to negotiators for both MEA and the School Board and in accordance with state law and District policy.

SCHOOL CALENDAR

The Board of Education shall annually develop the school calendar; the calendar will be submitted to the MEA during negotiations for input. The Board will not formally approve the calendar until it has been submitted to the MEA for feedback. A copy of the school calendar will accompany the formal contract if it has been approved by the time contracts are issued. If contracts are approved prior to Board approval of the school calendar, the administration will distribute copies of the school calendar as soon as it is approved by the Board.

The school calendar shall indicate the days taught (in session), days of vacation, and the opening and final day of school. In as much as possible or desirable, the school calendar shall indicate tentative pre-school workshop, parent/teacher conference and in-service/staff development dates.

The school board may amend the school calendar in the event of widespread illness or disease, inclement weather, or other emergency cause which may occur. Said amendment(s) may affect established vacation days or extend the final day of the school term in order to meet the required number of hours in session.

2025-2026 School Calendar - Milbank School District

August 2025

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2026

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 5 & 6: Registration (Aug. 5 = 8 am to 1 pm; Aug. 6 = 8 am to 6 pm)
August 11: New Certified Staff In-Service
August 19: First Day of School
October 20 & 22: Fall P-T Conferences (Early Dismissal)
February 9 & 11: Spring P-T Conferences (Early Dismissal)
***All days highlighted in green color boxes are school days.**
***All days highlighted in blue color boxes-NO SCHOOL (Teacher In-Service)**
***All days in white color boxes are NO SCHOOL days**

Terms: Quarter 1= 08/19/2025-10/17/2025 **Quarter 2= 10/20/2025-12/23/2025**
Terms: Quarter 3= 01/06/2026-03/06/2026 **Quarter 4= 03/09/2026-05/19/2026**

Federal holidays 2025-2026

Sept. 1	Labor Day	Nov. 27	Thanksgiving Day	Jan. 19	Martin L. King Day
Oct. 13	Native American Day	Dec. 25	Christmas Day	Feb. 16	Presidents' Day
Nov. 11	Veterans Day	Jan. 1	New Year's Day	May 25	Memorial Day

SALARY SCHEDULES

The Board will annually adopt a salary schedule for its regular teaching personnel. Teachers new to the district may be given credit for any or all previous experience at the discretion of the Board. Placement on the schedule will not exceed that of current staff members with similar experience and education unless circumstances make exceptions necessary.

Part Time Teachers

Part-time teachers who are employed at .50 FTE or more shall advance on the salary schedule each year, so long as the structure of the schedule permits such advancement. Those teachers who are employed at less than .50 FTE shall earn steps toward step advancement in one-tenth (.1) FTE units or larger. When a teachers earns ten (10) one-tenths FTE of credit (provided they are not at the last step of the schedule) advancement shall be one step at the time of issuing the next full year's contract. Extra one-tenth FTE units not needed to increment the full step shall be credited toward the next unit advancement.

Excluding negotiated leaves, a teacher must teach at least one hundred thirty-five (135) full or part time days in a school year to qualify for a step advancement. Teaching less than one hundred thirty-five (135) full or part time days would not preclude an employee from receiving base increases.

Tract Movement

In all cases, staff members requesting tract movement to the BA/BS + 15, BA/BS + 27, the BA/BS + 38, the MA/MS or M.Ed., and the MA/MS + 15 degree must complete the following three steps.

1. Present to the superintendent prior to September 1 an official transcript of graduate credits or official certification/notification of National Board Certification by the National Board for Professional Teaching Standards. (Requests made after September 1 will not be considered by the Board until the following year's contracts are issued)
2. Present a request for transfer to the new status on the approved form.
3. Present the original staff member's contract copy for the current year.

A. **From BA-BS to BA-BS +15**: Movement will be horizontal to the BA-BS +15 tract. In order to effect a tract movement from the BA/BS to the BA/BS +15 the following requirements must be met:

1. A teacher must attain 15 or more graduate hours in residence or by extension.
2. Nine hours must be in the areas of classroom instruction or technology. The remaining six hours may be in related fields or professional education. All hours on an approved master degree program in the teacher's area of instruction may be counted.
3. All hours must have been earned within the past eight years (8 year period).

B. **From BA-BS +15 to BA-BS +27**: Movement will be horizontal to the BA-BS +27 tract. In order to effect a tract movement from the BA/BS +15 to the BA/BS +27 the following requirements must be met:

1. A teacher must attain twelve (12) or more graduate hours in residence or by extension.
2. Seven (7) hours must be in the areas of classroom instruction or technology. The remaining hours may be in related fields or professional education.

3. All hours must have been earned within the past eight years (8 year period).

C. **From BA-BS +27 to BA-BS +38**: Movement will be horizontal to the BA-BS +38 tract. .In order to effect a tract movement from the BA/BS +27 to the BA/BS +38 the following requirements must be met:
   1. A teacher must attain eleven (11) or more graduate hours in residence or by extension.
   2. Seven (7) of the hours must be in the areas of classroom instruction or technology. The remaining hours may be in related fields or professional education. All hours on an approved master degree program in the teacher's area of instruction may be counted.
   3. All hours must have been earned within the past eight years (8 year period).

D. **From BA-BS +38 to MA-MS**: Movement will be horizontal to the MA-MS tract. The MA/MS salary tract shall be recognized for use only by staff members meeting the following criteria:
   1. Staff members holding an MA/MS of M. Ed. degree in the area in which they are hired to teach or administer, or those holding a degree which includes a minimum of nine semester graduate hours in their major teaching field.
   2. Staff members who have attained National Board Certification by the National Board for Professional Teaching Standards will be placed on the MA-MS lane of the salary schedule.

E. **From MA-MS to MA-MS + 15**. Movement will be horizontal to the MA-MS + 15 tract. The MA/MS + 15 will be recognized for staff members who meet the criteria for the MA/MS tract with these additional stipulations:
   1. A teacher must attain 15 or more graduate hours in residence or by extension.
   2. Nine hours must be in the areas of classroom instruction or technology. The remaining six hours may be in related fields or professional education. All hours on an approved master degree program in the teacher's area of instruction may be counted.
   3. All hours must have been earned within the past eight year (8-year period).

***Note 1:** The Board reserves the right to withhold additional increments if deemed necessary or advisable.

***Note 2:** Occasionally, during a staff member's preparation period, the principal may request that a teacher replace another teacher who must be gone. Compensation for this service will be paid at a rate of $32 for each instructional hour.

Extra Weeks

Staff member's assigned extra duties prior to, or at the conclusion of a school term, shall receive extra compensation according to the following formula: The salary base of each teacher so assigned will be determined on the BA/BS salary tract to a maximum of seventeen (17) steps. Two percent (2%) of the determined base salary will be allowed as a stipend for each assigned week of extra duty. All stipends will be included as part of the regular teaching contract and will be paid in ten (10) or twelve (12) monthly installments.

Special Sessions
Staff members teaching Board approved classes outside of their contractual obligations shall be compensated on an hourly basis with per hour salary based upon the BA step (Experience specific to the sessions will be recognized to a maximum of five years or Step 5.) converted to an hourly rate of pay (formula is salary times .00064). Placement on the salary schedule for special sessions will correspond to movement on the salary schedule for regular salary.

Faculty members who qualify for extra compensation will be recommended by the Superintendent and approved by the Board. Courses currently approved include: summer driver's education. Payment will be made as part of the instructor's salary on vouchers submitted by the staff member and authorized by the Business Office.

Instructors teaching classes for parents which are considered to be an extension of the school curriculum will be reimbursed for instructional time at the rate of $17.50 per hour. All such courses will require prior school board approval to qualify for such payments. Payments will be made as a part of the instructors salary on vouchers submitted by the teacher and authorized by the Business Office.

Travel Reimbursement
A travel reimbursement will be provided to each certified employee having assigned teaching responsibilities in more than one school building as a part of their regular assignment, such reimbursement to be a maximum of $300 per school year. This allowance shall be prorated on both the full-time equivalency of the staff member and the number of days of required travel.

Furthermore, a travel reimbursement shall be provided to each certified employee who travels out-of-district on approved official school business. This shall include mileage, lodging and per diem (where applicable) at rates determined annually by the Board of Education, which shall minimally reflect State Rates.

Co-Curricular Schedule
Each year, a committee will meet to review the Co-Curricular Salary Schedule. This committee will consist of five teachers appointed by MEA, the athletic director, superintendent and the high school principal. The recommendations of this committee will be considered as part of the negotiations process in the year in which the committee meets.

Changes may also be made to the Co-Curricular Salary Schedule in the following ways:

1. Teachers may request the addition of a new position throughout the year. The request will be directed to the building principal. With his/her approval the request will proceed to the superintendent and then to the School Board. The percent value will be suggested by the principal and approved by the superintendent and School Board.

2. The Board may add a new co-curricular position to the Co-Curricular Salary Schedule negotiations; MEA will be informed of the Board's intent to add the position, but the inclusion of the activity need not be formally negotiated during the year it is added to the Co-Curricular Salary Schedule.

3. If a teacher desires a change that does not involve additional monies, the teacher may make a request to the building principal. The building principal will present the request to the superintendent; if he/she agrees, the change will occur. Examples of this include the splitting of a position between two people and decreasing the expectations and salary involved in a position.

4. A teacher may request a change in the present value of a co-curricular assignment by making a written request to MEA during the negotiations process.

Adopted: February 11, 1980
Revised: July 1981, 1983, 1986, 1988, 1989, 1992, 1994, 1995, 1996, 1997, 2000, 2001, July 2002, July 2003, July 2005, July 2006, July 2007, July 2008, July 2009, July 2010, June 2011, June 2012, June 2013, May 2015, May 2016, May 2017, May 2021, May 2022

Salary Schedule for 2025-2026
Milbank School District

Salary 2025-2026

Step	BA 1	BA+15 2	BA +27 3	BA+38 4	MA 5	MA+15 6
1	$ 51,800	$ 52,200	$ 52,600	$ 53,000	$ 54,700	$ 55,300
2	$ 52,300	$ 52,700	$ 53,100	$ 53,500	$ 55,200	$ 55,800
3	$ 52,775	$ 53,175	$ 53,575	$ 53,975	$ 55,700	$ 56,300
4	$ 53,250	$ 53,650	$ 54,050	$ 54,450	$ 56,200	$ 56,800
5	$ 53,725	$ 54,125	$ 54,525	$ 54,925	$ 56,700	$ 57,300
6	$ 54,200	$ 54,600	$ 55,000	$ 55,400	$ 57,200	$ 57,800
7	$ 54,675	$ 55,075	$ 55,475	$ 55,875	$ 57,700	$ 58,300
8	$ 55,150	$ 55,550	$ 55,950	$ 56,350	$ 58,210	$ 58,810
9	$ 55,625	$ 56,080	$ 56,480	$ 56,885	$ 58,755	$ 59,355
10	$ 56,100	$ 56,625	$ 57,025	$ 54,425	$ 59,300	$ 59,900
11	$ 56,585	$ 57,185	$ 57,585	$ 57,985	$ 59,855	$ 60,455
12	$ 57,070	$ 57,765	$ 58,165	$ 58,565	$ 60,440	$ 61,040
13	$ 57,780	$ 58,500	$ 58,895	$ 59,295	$ 61,165	$ 61,765
14	$ 58,515	$ 59,225	$ 59,625	$ 60,025	$ 61,935	$ 62,535
15	$ 59,245	$ 59,960	$ 60,360	$ 60,760	$ 62,735	$ 63,335
16	$ 59,975	$ 60,725	$ 61,125	$ 61,525	$ 63,580	$ 64,180
17	$ 60,740	$ 61,525	$ 61,925	$ 62,325	$ 64,425	$ 65,025
18		$ 62,365	$ 62,765	$ 63,165	$ 65,280	$ 65,880
19		$ 63,210	$ 63,610	$ 64,010	$ 66,140	$ 66,740
20		$ 64,065	$ 64,465	$ 64,865	$ 66,995	$ 67,595
21			$ 65,320	$ 65,720	$ 67,855	$ 68,455
22			$ 66,175	$ 66,575	$ 68,710	$ 69,310
23			$ 67,035	$ 67,435	$ 69,565	$ 70,165
24				$ 68,290	$ 70,425	$ 71,025
25				$ 69,145	$ 71,280	$ 71,880
26				$ 70,000	$ 72,135	$ 72,735
27					$ 73,245	$ 73,595
28					$ 74,100	$ 74,450
29					$ 74,955	$ 75,305
30						$ 76,165
31						$ 77,145
32						$ 78,125
33						

CAREER INCREMENTS- "When a teacher cannot advance any further on steps given for experience, they will receive a "career increment" during years in which steps are given. A career increment would be worth $500 and a teacher would be eligible to receive a maximum of three career increment in each lane of 1, 2, 3 and 5. Teachers that are eligible in lanes 4 and 6 receive a maximum of five career increments of $500. A teacher is eligible to receive further steps when they move to the next lane"

Co-Curricular Assignments 2025-2026

POSITION	Assignment	%		POSITION	Assignment	%
ead Football	M. Thompson	11.63		Boys Tennis	A. Trapp	10.31
Assistant Football	B. Gilbertson	8.07		MS Boys Tennis	H. Karels	6.04
Assistant Football	J. Trapp	8.07		Girls Tennis	A. Trapp	10.31
Assistant Football	B. Pauli	8.07		MS Girls Tennis	H. Karels	6.04
Assistant Football	C. Bowsher	8.07		Boys Golf	M. Keeton	10.31
MS Football	J. Tostenson	6.04		MS Boys Golf	Lo. Diede	6.04
MS Football	H. Pulscher	6.04		Girls Golf	M. Keeton	10.31
MS Football	J. Graf	6.04		MS Girls Golf	T. Gauer	6.04
MS Football	R. Conrad	6.04		Head Girls Softball	N. Hoeke	10.31
Head Boys Basketball	L. Diede	11.63		Assistant Girls Softball	B. Femling	6.04
Assistant Boys Basketball	T. Lester	8.07		MS Girls Softball		6.04
C Squad/Assistant Boys Basketball	C. Malone	8.07		Cheerleader Advisor-Fall	A. Anderson	2.19
MS Boys Basketball	J. Graf	6.04		Cheerleader Advisor-Winter	A. Hausmann	3.59
MS Boys Basketball	W. Parry	6.04		Yearbook	A. Anderson	10.31
Head Girls Basketball	T. Howard	11.63		Assistant Yearbook	A. Plummer	4.47
Assistant Girls Basketball	E. Townsend	8.07		MS Yearbook	G. Cantine	3.59
Assistant Girls Basketball	K. Junso	8.07		Theatre Manager	H. McKernan	3.59
MS Girls Basketball	K. Pillatzki	6.04		1-Act Play	H. McKernan	4.47
MS Girls Basketball	C. Graf	6.04		3-Act Play/Fall	H. McKernan	5.40
Head Wrestling	W. Winter	11.63		Spring Play	H. McKernan	5.40
Assistant Wrestling	J. Trapp	8.07		Ass't Musical-Instrumental		1.80
Assistant Wrestling	R. Conrad	8.07		Ass't Musical-Vocal		3.59
MS/Assistant Wrestling	B. Femling	8.07		Head Debate	M. Hicks	11.63
Head Gymnastics	K. Wollschlager	11.63		Assistant Debate	K. Tyler	6.28
ssistant Gymnastics	Dunnihoo	8.07		Head HS Oral Interp	A. Hamm	7.19
MS Gymnastics	Benike	6.04		Assistant HS Oral Interp	T. Balling	2.68
MS Gymnastics		6.04		Assistant HS Oral Interp	S. Christensen	2.68
Head Volleyball	N. Hoeke	11.63		MS Oral Interp	A. Schuburt	2.68
Assistant Volleyball	K. Pillatzki	8.07		FFA Advisor	S. Colombe	8.96
C Squad/Assistant Volleyball	K. Wollschlager	8.07		FFA Advisor Assistant	H. Schrader	4.00
MS Volleyball	Be. Johnson	6.04		Senior Class Advisor	B. Allmendinger	1.80
MS Volleyball	J. Schulte	6.04		Junior Class Advisor	M. Gall	4.47
Head Track	E. Townsend	11.63		Ass't Junior Class Advisor	N. Quade	2.68
Assistant Track	C. Townsend	8.07		HS Instrumental	S. Karels	11.63
Assistant Track	T. Ash	8.07		MS Instrumental	S. Karels	6.28
Assistant Track	R. Conrad	8.07		Vocal Music	M. Schwenn	8.07
Assistant Track-Pole Vault	J. Trevett	3.59		Student Congress		2.68
MS Track (Girls)	La. Diede	6.04		NHS	H. Wellnitz	1.80
MS Track (Boys)	J. Graf	6.04		MS Student Council	H.Wellnitz/K.Knoll	1.80
MS Track	Be. Johnson	6.04		HS Student Council	J.Wollschlager/M.Gall	5.40
Head Cross Country	E. Townsend	11.63		Math Counts	R. Schuelke	1.80
Assistant Cross Country/MS XC	B. Femling	8.07		HOSA	Fischer	3.00
Special Olympics	ATrapp/PGreiner	6.00		Educators Rising	Stengel/Schuelke	3.00
FBLA Advisor	A. Schubert	2.75		*Concession Stand Manager		
FCCLA Advisor	S. Koepke	2.75		*Strength & Conditioning		

*Potential Milbank Booster Club Funding

SALARY SCHEDULES

Definition of Terms in Determining Tract Movement:

1. **Assigned Areas of Instruction**
   An instructional assignment by the school administration for which the employee is both certified by the South Dakota Division of Education and is paid a salary or stipend by the Milbank School District. For purposes of tract movement, all courses in an assigned area of instruction must be identified by the offering institution with a prefix indicating the major discipline such as mathematics, science, language arts, drivers' education, home economics, art, computer science, social studies, etc. Specific course hours as well as those in an assigned field would be accepted.

2. **Related Fields**
   Subject areas and courses which by their nature have a direct relationship to education and are intended to renew or provide new skills which would allow the teacher to be more competent in the instructional process. Examples of related courses would be issues and innovations, teacher academies, current trends, reading visual activities, trading materials, creative teaching, discipline in the classroom, behavior patterns, enhancing learning, games/activities, etc.

3. **Technology**
   Graduate courses designed to enhance a teacher's effectiveness in current technology.

4. **Professional Education**
   Professional teacher education courses such as teaching methods, curriculum, research, guidance/counseling, etc.

5. **Approved Masters Degree Program**
   For purpose of this policy, an approved Masters Degree Program is one which has been sanctioned by the college after admitting an applicant to candidacy. This usually takes place upon application by the applicant and after earning 12-15 graduate hours.

6. **Eight-Year Period**
   Hours earned within eight calendar years from the earning of the first credit will constitute a eight-year period.

7. **Graduate Hours**
   All graduate hours used for tract movement shall be semester hours or the quarter-hour equivalent thereof. (Quarter hours are converted to semester hours by multiplying the quarter hours by a factor of 2/3.)

Adopted: January 1, 1988
Revised: July 1989, July 1993, July 1996, July 2008, May 2017

SUPPLEMENTARY PAY PLANS
(Contract Additions)

Teachers who are regularly assigned to duties which require extra time or responsibilities over and above their basic contractual obligations will receive extra compensation in accordance with a supplementary salary schedule set annually by the Board. All stipends will be included as a part of the regular teaching contract and will be paid in ten (10) or twelve (12) monthly installments. Most stipends will be quoted for an annual or seasonal basis, although certain assignments performed at irregular or infrequent intervals may be paid at an hourly rate.

Supplemental pay will be determined according to the following criteria:

a) Salary calculation on a fixed per cent of the teaching salary posted in the BA/BS tract of the schedule;
b) Experience specific to the activity/program will be recognized to a maximum of seventeen years or Step 17.

Faculty members to be appointed to extra compensation positions will be recommended by the Superintendent and approved by the Board.

Adopted/Revised: 1996, July 1997, July 2009, July 2010, June 2011, June 2012, May 2016, May 2022, May 2023

EXPERIENCE PAY

A certified employee who has a minimum of 27 years, for at least ½ time employment in each of those years, of teaching experience in South Dakota and a minimum of 13 years in the Milbank School District, may elect to activate the 'Experience Pay' Benefit for 3 consecutive years one time during their career. Experience pay will be considered as salary and will be paid out as regular salary. Experience would be calculated by paying $100 per year of teaching experience in South Dakota and an additional $100 per year of teaching experience in the Milbank School District up to a maximum of $5,000 for each of the three years. To qualify for 'Experience Pay', a staff member would have to notify the Superintendent in writing by February 1st of the previous school year.

Should an employee leave prior to the three years of 'Experience Pay' being paid, the employee in question shall have no claim to any further pay for the remainder of the three years that may not have been paid out. At the end of these three years, the additional benefit ends. There will be a cap of a maximum of 3 certified staff members who may activate 'Experience Pay' during any given year.

The Milbank School District is also under no obligation to pay 'Experience Pay' should a certified employee's contract not be renewed or is terminated.

Adopted: May 2016
Revised: May 2019, May 2022

FRINGE BENEFITS

Benefits provided the professional staff are considered part of the overall compensation plan. All full-time regular certified employees are eligible for full participation in any fringe benefit provided by the Board. Part-time certified employees will receive employment benefits on a ration of time taught to the allowable benefit.

The following benefits will be provided by the Board:

1. Hospitalization/Major Medical Insurance: Traditional or a high deductible with a Health Savings Account, insurance shall be made available to each staff member with the Board contributing 100 % of the cost of the single premium per calendar month for each full-time employee, such payments to be made to the insurance carrier on the Group Policy adopted by the Board.

2. Term Life Insurance: Each employee will have available a term life insurance policy in the amount of $25,000.00. The premium to be paid by the Board.

3. Direct Deposit Payroll Program: All staff members shall be required to take part in a direct deposit payroll program as adopted by the school board and implemented by the business office.

4. Section 125 (1986 Federal Tax Regulations) Cafeteria Plan.

5. Dental & Vision Insurance: Dental and vision insurance will be made available to each staff member through payroll deductions.

6. All certified employees shall have the option of receiving their contractual salary in 10- or 12-month equal installments.

   Employees must elect either the 10 or 12 month pay option at the time of signing the contract each year. The method of payment (10 or 12 month option) cannot be changed until the following contract year.

   Actual contract language will be:

   > Method of Payment: Check and initial your choice of payment method.
   > _____Twelve Pay:
   > _____ Ten Pay:

   For employees who elect the 10-month pay option and participate in the group health/dental insurance plan and/or the Section 125 Flex Plan and/or the Health Savings Account, it is understood that insurance premiums and Flex Plan contributions will be withheld at an accelerated rate to provide for appropriate coverage during the months of July and August, when salary payments are not being received from the district but insurance and Flex Plan costs are still incurred.

7. (This benefit will sunset on June 30, 2030.) Any staff member who is not less than 55 years of age and has 5 years or more of employment with the school district may elect to maintain membership in the existing major/medical health insurance program at his/her total expense upon retirement. Application for such health plan participation shall be made by the retiree before the end of the fiscal year in which the retirement occurs; such coverage will provide insurance availability until age 65 or until eligible for Medicare.

8. Wellness Pay: Any employee, who is in or beyond their fourth consecutive year of service to the district shall be eligible for this benefit upon severance of employment from the district, provided that severance of employment has been initiated by the employee in good standing, and not the district. Upon severance, the eligible employee shall be paid the sum of $25.00 per day for each of their days of unused sick leave and personal leave, to maximum of 72 days. An employee may receive Wellness Pay one time from the District.

9. Annual Wellness Pay Bonus: An employee that has used 3 days of sick leave or less are eligible for annual wellness pay to be paid at the conclusion of the school year as a part of the June or July payroll. The wellness pay bonus shall be calculated as follows:

   A. Staff using 0 Sick Leave during the year will receive a bonus of $500.
   B. Staff using 1 day or less than 1 but more than 0 days will receive a bonus of $300.
   C. Staff using 2 days or less than 2 but more than 1 day will receive a bonus of $200.
   D. Staff using 3 days or less than 3 but more than 2 days will receive a bonus of $150.

   - Bereavement leave used in the case of a death in a staff member's immediate family will not be included in calculating the days for the annual wellness pay bonus. Additionally, up to one day of non-family bereavement will also not be included in calculating the days for the annual wellness pay bonus.

   - The annual wellness pay bonus will be pro-rated for part-time employees.

10. Bulldogs for Better Living Bonus: $200 per staff member annually with the criteria to be set annually by the Wellness Committee.

11. Termination pay to employees who are age 55 and older or have reached the first day of the calendar month prior to their 55th birthday will be made into the SDRS Special Pay Plan. Included termination payments are: unused sick leave, unused personal leave and early retirement. Contributions are subject to Internal Revenue Code 415 limit and cannot exceed the lesser of: 100% of termination pay or the limit set by the IRS for that year.

12. Severance incentive: Any employee shall be eligible for an incentive payment in the sum of $750 if they inform the administration by February 1st that they will be retiring from the district at the end of that specific school term. A $250 incentive payment will be made to those that are leaving the district if they inform the administration in writing by February 1st that they will be leaving the district.

Adopted: February 11, 1980
Revised: 1991, 1992, 1993, 1995, 1996, 1997, 1998, 2000, 2001, 2002, July 2002, July 2003, July 2005, July 2006, July 2007, July 2008, July 2009, July 2010, June 2011, June 2012, June 2013, June 2014, May 2015, May 2016, May 2017, May 2018, May 2019, August 2020, May 2021, May 2022, May 2023, August 2024, April 2025

ILLNESS/SICK LEAVE

Twelve (12) days of sick leave shall be credited to each employee on the first day of employment for each contract year. Unused sick leave may be accumulated to a maximum of 72 days. Employees that accumulate over 72 days will be paid at a rate of $20/day above the maximum of 72. Sick leave may be used in the event of illness or injury of the employee, spouse, parent, child, grandparent, grandchild, parent-in-law, or other family member (approved by the superintendent). All days used will be deducted from the accumulated sick leave total. Sick leave may not be taken for less than one-quarter day. Salary payments received by an employee from worker's compensation shall be subtracted from salary payments made to an employee while on sick leave. It shall be the responsibility of the employee to report to the business manager all payments received from worker's compensation.

Any employee who is unable to resume duties at the start of a contract term because of illness may, upon written request accompanied by a medical certificate, apply for and receive sick leave up to the accumulated total. Sick leave for the subsequent contract term shall not be credited to the employee until duties are resumed.

In case of an illness of any employee, the Board of Education reserves the right to request the employee to furnish satisfactory evidence in the form of a medical doctor's statement indicating the nature of the illness and the advisability of returning to work. Lack of satisfactory evidence being furnished will be deemed a forfeiture of any benefits accruing herein and a complete forfeiture of salary during the absence of work.

After all accumulated sick leave has been exhausted and by written request, an employee may be granted a leave of absence without pay for a period of up to one year. Said leave and reinstatement to be based on a medical certificate attesting to the employee's inability to perform assigned duties.

Any employee claiming leave shall complete such forms as are requested by the administration.

Elective surgeries, as determined and recommended by a physician, shall be scheduled only during school vacations or the summer recess.

MATERNITY/PATERNITY LEAVE

If the leave of absence is for maternity reasons, the teacher will have the possibility of utilizing a maximum of 30 days of paid sick leave. This 30-day period will commence on the day the baby is born or when the teacher leaves school prior to delivery by doctor's order and runs the first 30 weekdays following these events. The first 30-weekday period of time that is eligible to be paid is only those weekdays that fall within the school year. School year is defined as that period of time, which falls between the starting date of school (including in-service) and ending date. The 30-weekday period of time is not extended due to vacation days of school cancellation days, which may occur during it. Vacation days and school cancellation days will not be deducted from sick leave but are counted as part of the 30 eligible days. In the event of a cesarean delivery, the teacher will have the possibility of utilizing a maximum of 40 days of paid sick leave, with the same stipulations as stated above for the 30 day terms.

A teacher requesting paternity leave will be allowed up to 10 consecutive days of absence. Paternity leave may be taken within the first 12 weeks of birth. The 10-weekday period is not extended due to vacation days or school cancellation days, which may occur during it. Vacation days and school cancellations will not be deducted from sick leave but are counted as part of the 10 eligible days. All days utilized will be deducted from sick leave.

In case of an adoption of an infant under the age 60 months, the same maternity and paternity leaves will be the same as for a natural birth child of those parents.

For employees who are working less than full time in terms of days, maternity/paternity leave will be proportional to the amount of days they are working compared to full time employees.

A teacher who does not have enough sick leave days to take a full 30 days for maternity leave (10 for paternity) may apply to the sick leave bank for the remainder of the days so that every teacher will have the opportunity to take up to 30 days of paid leave. The teacher will still be limited to a maximum of 20 days from the sick leave bank.

FAMILY AND MEDICAL LEAVE BANK

There shall be created a Family and Medical Leave Bank to which each eligible certified employee shall contribute one (1) day of sick leave at the beginning of each school term from the annual allotment of sick leave provided by this agreement.

Such contribution of days shall be waived in any year in which there is a balance of 200 or more days in the Family and Medical Leave Bank prior to the first teacher employment day of the school term.

The following conditions shall control the operation of the Family and Medical Leave Bank and eligibility of teachers to utilize the bank:

a) An employee must have exhausted all individual accumulated sick leave and personal leave.
b) An employee who qualifies may draw from the bank up to 20 days per qualifying medical event.
c) The employee shall not have to pay back in any manner the number of days borrowed from the bank.

d) The Family and Medical Leave Bank shall be applicable only to an extended illness or disability of the employee; an extended illness of an employee's spouse, parent, child, or other family member (approved by the superintendent); and the birth or adoption of a child.

Adopted: February 11, 1980
Revised: April 1980, May 1982, July 1991, July 1993, July 1996, July 2001, July 2005, July 2007, July 2009, June 2011, April 2025

PERSONAL LEAVE

Each certified staff member is entitled to two (2) days per school year of personal leave. Certified staff can accumulate personal leave up to a maximum of five (5) days. Every five years of employment, an additional personal day will be added for the next school year. Maximum accumulation is still five (5) days.

Certified staff members regularly assigned to assume administrative duties during the regularly scheduled absence of building administrators shall receive two additional personal days which may be used during the year.

Application for approval to use such leave is to be made to the immediate administrative superior at least five days prior to the planned use of personal leave days where practical. The substitute shall be paid by district funds.

Personal leave may not be taken the Monday and Tuesday prior to Thanksgiving without written consent of the superintendent. This decision is not grievable.

Unused Personal Leave Reimbursement: A certified staff member who does not use or bank personal leave days shall be reimbursed at a rate of $200 per day. Days will be reimbursed in the June payroll. Half days shall be pro-rated. Reimbursement will be paid as follows:

A certified staff member who has resigned or retired who is in or beyond their fourth consecutive year of service to the district shall be eligible for this reimbursement upon severance of employment from the district, provided that severance of employment has been initiated by the employee in good standing, and not the district. Upon severance from the district, the eligible employee shall be paid the sum of $200 per day for unused personal leave.

Adopted: February 11, 1980
Revised: 1986, 1987, 1994, 1996, 2000, July 2002, July 2003, July 2008, July 2009, June 2011, June 2014, May 2015, May 2021, May 2022, August 2024

BEREAVEMENT LEAVE

A maximum of five (5) days per year shall be allowed in case of death in a staff member's immediate family; such days to be deducted from the staff member's accumulated sick leave. For purposes of this policy, the staff member's immediately family shall be defined as: spouse, parent, guardian, child, brother, sister, grandparent, grandchild, aunt, uncle, or each similar relationship as established by marriage, or a person residing in the same household. Upon approval by the staff member's immediate administrative supervisor, two days per year of this leave may be used to attend the funeral of a close friend or relative not included in the above list. Upon request by a staff member and approval by the administration, days of bereavement leave may be extended by the superintendent if sufficient sick days remain.

Adopted: February 11, 1980
Revised: April 1987, July 1996, July 2003, July 2006

SPECIAL LEAVE

A teacher may apply for Special Leave when situations arise which require a teacher to be absent and are not covered by any other leave policy. Requests for Special Leave are to be submitted to the office of the superintendent of schools in writing and a copy to the building principal. The application should provide the reasons for leave and the number of days requested. Each case will be considered on its own merit. Extenuating circumstances, which help justify the absence, will be taken into consideration.

Special Leave, up to five days, may be granted to a teacher. Not more than five (5) days may be used in any five-year period. Loss of pay for time absent under Special Leave will be computed by dividing the annual contracted salary by the number of contracted days. Such loss of pay will be deducted from the next salary payment.

Decisions made under this policy are not grievable.

Adopted: March 2023

PROFESSIONAL LEAVE

Professional leave shall be defined as absence from duties for the purpose of participation in an educational activity determined by the administration to be in the interest of the school district and consistent with program goals and objectives; or because of membership or office in a civic or comparable organization which by such attendance will have direct or indirect benefit to the school district instructional program or students; and when such activity is not provided in the district and/or not available on non-teaching days.

Approval of participation may be granted upon recommendation by the building principal and approval of the superintendent consistent with approved budget travel provisions for one or more teachers when such leave conforms to the definition in paragraph 1 of this section. Attendance by more than one teacher is permitted when, in the opinion of the superintendent, the benefit of such participation is determined to be to the educational enhancement of the school district programs or students.

Under no circumstances will a staff member be allowed leave whereby he/she would be enabled to secure college credit to be applied toward recertification or advancement on the salary schedule.

The cost of the substitute teacher required by the teacher's absence from the district will be borne by the school district. Travel, meals, lodging, and fees will be borne by the school district when previously budgeted for an approved by the building principal, and then according to rates as set forth by the South Dakota State Board of Finance.

Visitation in another school may be allowed as professional leave provided that the visitation is for specific educational purposes which would be for the improvement, benefit, and possible adoption in the school district.

Professional leave granted according to this section may not exceed three days in a school fiscal year.

A written report, including recommendation as to further participation, shall be filed with the building principal and a verbal report shall be presented to the teacher's co-workers, if so requested by the building principal.

Adopted: February 11, 1980
Revised: April 1980, May 1982, June 1986, July 1996

LEAVE OF ABSENCE

A long-term leave of absence for up to one school year may be granted by the School Board to certified staff members who have completed at least four consecutive years of service to the Milbank Schools.

The decision to grant such leave will be made by the School Board after written application by the staff member making the request. All such requests must be in the hands of the Superintendent prior to February 1 of the year preceding the year of requested absence or as soon as such events arise.

Leave without pay, insurance benefits, or additional leave accumulation may be granted for the following reasons or for such other reasons that the Board believes appropriate:

Travel approved by the Board
Study approved by the Board
Exchange teaching
Health reasons
Maternity
Service in the Armed Forces

Except as approved by the School Board at the time of granting a leave of absence under this policy, staff members will return to duty at the identical salary or same negotiated salary schedule step attained at the time the leave was authorized.

While assurance cannot be given to a staff member granted such leave that they will return to an identical teaching or administrative assignment, every attempt will be made to provide employment of the same general nature.

Upon their return, employees granted a leave of absence will be credited with the unused sick leave accumulated prior to taking such leave.

Employees who have been granted a full year leave of absence are required to inform the Superintendent by February 1st of their intent to return the year following the leave of absence. Once the District has been notified, a contract will be issued based upon the current year's rate and will be re-issued based upon the most current negotiated agreement.

Adopted: February 11, 1980
Revised: October 1984, July 1996, May 2017, August 2024, April 2025

JURY DUTY

Employees called for jury duty may accept such call upon approval by the Superintendent of Schools. Any compensation received during the regular working day may be retained in lieu of the regular salary or may be deposited in the general fund of the district in favor of the regular salary. Travel and meal expenses are exempt and shall remain with the employee.

Adopted: February 11, 1980
Revised: July 1989, July 1996

MILITARY LEAVE

The Milbank District will comply with state and federal regulations in regard to military leave. Application for reemployment must be made to the Superintendent prior to January 1 for the succeeding school year to insure appointment.

Adopted: February 11, 1980
Revised: July 1989, July 1996

POLITICAL LEAVE

Leave for purposes of political activity may be granted by the School Board. A salary deduction of one day's pay for each day of absence will be charged the employee, such rate to be determined by dividing the annual salary by the days in session as reflected by the adopted school calendar. A request for political leave must be made to the School Board at leased 30 days prior to the first day of requested leave. No school time will be allowed for campaigning or other political activity.

Adopted: February 11, 1980
Revised: July 1989, July 1996

RECRUITING/POSTING OF VACANCIES

Recruitment procedures will not overlook the talents and potential of individuals already employed by the school system. Any current employee may apply for any position for which he/she has certification and meets other stated requirements.

Openings in the schools will be posted in sufficient time before the position is filled to permit current employees to submit applications.

Adopted/Revised: July 1996

PART-TIME EMPLOYMENT

1. All part-time teachers will be nominated by the Superintendent and the subsequent contract approved by the Board of Education.

2. All part-time teachers will be placed on the salary schedule by the Board of Education. The allowable salary will be computed on a ratio of time taught to the time of a regular school day and term.

3. The part-time staff will receive employment related benefits on a ratio of time taught to the allowable benefit for a school day, month, or term. The related benefits shall include unemployment insurance, Social Security, sick leave, personal leave, bereavement, leave, and professional leave. Employees working 20 hours or more are eligible for South Dakota Retirement. A minimum work week of 30 hours is required to be eligible for the health insurance benefits.

4. Part-time teachers who are employed at .50 FTE or more shall advance on the salary schedule each year, so long as the structure of the schedule permits such advancement. Those teachers who are employed at less than .50 FTE shall earn steps toward step advancement in one-tenth (.1) FTE units or larger. When a teachers earns ten (10) one-tenths FTE of credit (provided they are not at the last step of the schedule) advancement shall be one step at the time of issuing the next full year's contract. Extra one-tenth FTE units not needed to increment the full step shall be credited toward the next unit advancement.

5. Accumulated sick leave in the possession of a continuing staff member at the time of accepting a part-time position will be converted so that one day of sick leave will equal the same number of hours as is considered a day in the new position (rounded to the nearest .5 days). In no case will the new conversion exceed the number of sick leave days under the full-time accumulation.

Days in excess of the maximum allowable accumulation will be "banked" for the employee to be restored at the time of returning to a full-time position.

Newly acquired sick leave after accepting a part-time position will be earned at the ratio of time taught to the allowable maximum days per semester which can be earned by a full-time staff member, rounded to the nearest .5 days.

When a part-time teacher applies for and is awarded a full-time job, their accumulated sick leave will be converted into full days on a ratio of time required in the part-time position to that of the full-time position, rounded to the nearest .5 days.

Adopted: July 1, 1982
Revised: July 1983, July 1992, July 1996, July 2000, May 2016, May 2017

ASSIGNMENTS AND TRANSFERS

The basic consideration in the assignment of professional personnel is the well-being of the instructional program. The appropriateness of the assignments has a significant impact on the effectiveness of the total educational program.

Instructional personnel will be assigned on the basis of their qualifications, the needs of the district, and employee's expressed desires. When it is not possible to meet all three conditions, personnel will be assigned first in accordance with the needs of the district, second where the administration feels the employee is most qualified to serve, and third as to the expressed preference of the employees in order of service in the district, all other considerations being equal.

Certified staff shall be notified of teaching assignments when contracts are issued. If major changes are made after that date, a teacher may terminate his/her contract with the school district without any financial or certificate consequence. A major change would include but not be limited to changes in grade level, building assignment, or any new department reassignment.

In the case of vacancies in new or existing positions, consideration will be given to qualified applicants among current employees.

Principals and teachers shall be on duty as assigned by the Superintendent. Such duty shall include the hours specified in Note 1 except: (1) days falling within the contract time which may be designated as holidays by the School Board; (2) occasions on which any or all of the faculty may be re-assigned or excused in advance by the Superintendent, or (3) when the teacher is unable to perform assigned duties because of personal illness or other reason which would qualify under the policies of the district as excused leave. Failure of a teacher to be in attendance as defined herein shall result in a deduction of salary for each day's absence, such rate to be determined by dividing the annual salary by the days in sessions as reflected by the adopted school calendar.

Note 1: The teaching day shall include not only actual school hours but such time prior to and following same as Superintendent shall deem necessary for the teacher to perform properly assigned duties in both academic and activity programs, and may include a reasonable number of evening assignments.

Adopted: February 11, 1980
Revised: April 1980, July 1989, July 1996, July 1997, July 2003, June 2012

TIME SCHEUDLES

The teacher's workday shall be eight consecutive hours which are generally 7:45 a.m. to 3:45 p.m. unless specifically approved by the building principal or superintendent, plus time for such additional activities as are their responsibility under the terms of their current contract. A noon lunch period at a time to be determined by each building principal and approved by the Superintendent shall be included as a part of this time schedule. The work day ends on Fridays, days before break or vacation, and days when school is dismissed early ten (10) minutes after the students are released.

It is the obligation of all staff to make themselves available not only to one another, but most importantly to the students and parents. Appointments at mutually agreed times, both before and after the standard teaching day schedule, should be looked upon as opportunities for what may be the most effective form of communication.

On special occasions, when a teacher must leave a campus during the regular teaching day, prior approval will be obtained from the office of the principal. This procedure accomplishes two things: it alerts the administrator to the person's whereabouts in case of an emergency, and it protects the teacher against possible criticism.

On special occasions, the principals have the authority to release teachers from one hour of duty without loss of pay; this time is for appointments, illness, or other responsibilities which require a teacher's presence away from the school.

Adopted: Feb. 11, 1980
Revised: July 1989, July 1990, July 1996, July 2007

WORK LOAD

The workload shall be distributed as evenly as possible among all employees. Within each building, teacher duty time (teaching or supervising students) will be equalized to the maximum extent possible. Recognizing the varying needs and schedules of each building, teacher duty time among buildings will be equalized to the maximum extent possible.

Each certified staff members shall receive a period of time, daily, to be used for preparation of materials, planning, and consultation.

The regular workday shall be eight consecutive hours with additional time for building meetings and/or other assigned responsibilities.

EXTRA DUTY

Each staff member shall serve such extra duty assignments as are designated by the Superintendent. Such duty shall consist of ticket taking, selling, ushering, supervision, timing, scoring, etc. A duty roster shall be posted for the year prior to school opening with the assignments made thereon.

In return for such services, all professional personnel shall receive an activity pass at no cost which will entitle them and a guest to admittance to all school activities.

Section 13 - EVALUATION POLICY

PHILOSOPHY

The Philosophy of the Milbank School District for supervision and evaluation of certified staff is to primarily improve student learning and improve staff instructional expertise. Supervision and evaluation is an ongoing growth process. A secondary purpose for supervision and evaluation shall be to make decisions regarding continued employment in the Milbank School District.

BELIEFS OF THE MILBANK TEACHER EVALUATION TOOL

Teacher evaluation is a key element in improving the quality of education within the school system. It is the goal of the Milbank School District to have an open systematic and effective evaluation tool. The evaluation process should be periodically updated and improved. The Milbank School District recognizes the following basic purposes of teacher evaluation:

We believe that the evaluation process should:

1. Recognize there is no single model educator;

2. Focus on improvement, self-discipline, personal and professional growth;

3. Help to identify individual in-service needs;

4. Deal effectively with marginal and unsatisfactory performance through the use of a plan of improvement;

5. Be a collaborative effort between teacher and evaluator;

6. Provide due process;

7. Recognize contributions and excellence; and

8. Address 21st Century Skills (Critical thinking, problem-solving, communication, self-direction, and computer /technology)

We Believe:

1. Effective evaluation and improvement of instruction in the Milbank School District will be a continuous process. This evaluation will be designed through a cooperative effort of administrators, teachers, and board members. Those involved hold joint responsibility for measuring and improving the learning process of students.

2. The success of an effective evaluation procedure requires periodic reviews of the procedures and the orientation of the entire staff to the goals and purposes of the evaluative procedure, and to the philosophy of the school district. Effective evaluation must be planned and reviewed periodically.

3. The individual whose professional service is being evaluated shall review and receive copies of all evaluation records and should be free to request a review of the evaluator's judgments.

4. Evaluation records shall be held confidential and available only to the evaluator, evaluated, administrative personnel, and school board members.

5. Evaluation may assist the Milbank School District in reassigning, retraining, and replacing personnel, if necessary, to improve instruction.

6. The administration and professional staff have the responsibility of developing, organizing, and implementing the evaluation instrument as a means to ensure quality control of instruction. The evaluation instrument must meet standards as set by the State Department of Education.

7. The instrument or form that is to be used to evaluate teachers must be presented to the teachers at the beginning of each school year. Changes in the evaluation form made during any year will take effect at the beginning of the new school year.

8. Evaluations will be based upon a minimum of 8 components from the Danielson framework, with the exceptions of SPED teachers, Junior Kindergarten, and Pre-School, including at least 1 from each domain. The following are the 8 components chosen: Setting Instructional Outcomes, Designing Coherent Instruction, Establishing a Culture for Learning, Using Questioning and Discussion Techniques, Engaging Students in Learning, Reflecting on Teaching, Creating an Environment of Respect and Rapport, and Demonstrating Flexibility and Responsiveness. Administrators will strive to include a minimum of 2 formal and 4 informal observations for Probationary teachers and 1 formal and 2 informal observations for Non-probationary teachers annually.

The following are the components chosen for the SPED teachers, Junior Kindergarten and preschool teachers: Setting Instructional Outcomes, Creating an Environment of Respect and Rapport, Establishing a Culture for Learning, Engaging Students in Learning, Demonstrating Flexibility and Responsiveness, Reflecting on Teaching, Maintaining Accurate Records and Communicating with Families.

9. A Teacher who is in their fourth year or more in the Milbank School District and is not on a plan of improvement may, in collaboration with the building principal, may as part of the evaluation process visit another teacher for the purpose of observing and collaborating with a teacher in a similar assignment. If the visitation occurs in the District, the teacher will also videotape a lesson for self-evaluation. This would be the exception to an annual formal observation. Teachers electing this option will not receive a full, formal observation in this one year.

Visitation would be allowable in place of the full evaluation process once every three years for teachers who have reached continuing contract status. The determination of when and where the visitation will take place will be made together with the building principal or special education director. The building principal or special education director can choose to deny the visitation option. A pre and post-conference with the administrator will still take place.

EVALUATION TOOL INTRODUCTION

The Milbank School District has the responsibility for establishing the professional duties and responsibilities of employees. The Board receives guidance in this responsibility from South Dakota law, rules and regulations of the SD State Department of Education, teacher training institutions, educational administrators, and professional literature. However, it is the Board's sole responsibility and prerogative, within the legal limits established by State law, to determine the duties and responsibilities of employees.

It can be expected that the professional duties and responsibilities of employees, for which they are held accountable through an identified process of supervision and evaluation, will change over time. Such changes may result from changes in law, changes in rules and regulations established by the State Board of Education, the development of new educational techniques, the development of new instructional equipment, or changes in the educational philosophy adopted by the Board. This implies that changes in knowledge, skills, and attitudes of employees will be necessary over time resulting in professional growth.

The Teacher Performance process is to promote professional growth in major areas of responsibilities and duties. The Danielson Framework for Teaching shall be used as a guide. Responsibilities and duties are defined in a list of criteria. The criteria were selected to relate to high-priority needs and goals of the school district. Data collection procedures and standards of performance are established for each criterion, however may not include all indicators. The emphasis is on gathering valid and reliable data to assess the strengths and weaknesses of the complete performance of the employee.

Throughout the school year, staff development activities are conducted both in the school district and through individual efforts of staff. College courses, seminars, workshops, and conferences are means by which instructional skills are enhanced. It is expected that certified and classified staff will be lifelong learners.

Name of Teacher :
Classes/Grades responsible for:
Date of Evaluation:
Name of Evaluator:

Each of the Teacher Evaluation Domains are represented by a tab.	
Domain Name	**Tab Name**
Planning and Preparation	Plan Prep
The Classroom Environment	Clssrm Envrnmnt
Instruction	Instr
Professional Responsibilities	Prof Responsibilities

Observers: You may adjust/modify the yellow cells in this spreadsheet and add comments in

Each tab includes the following information:	
	Example and Instructions
Domain Name	Domain 1: Planning and Preparation
Component	1a Demonstrating Knowledge of Content and Pedagogy
Component Rating	Unsatisfactory/Basic/Proficient/Distinguished
Column with Notes	Notes: You can type in comments
Column entitled Rating	Rating: IDENTIFY RATING (you can type in the rating or use the drop down box)
Component Point Total	Spreadsheet adds the point total based on the rating
Total Points	Spreadsheet auto adds the total points of all components
Possible Points	Spreadsheet auto adds the possible points based on the components selected
Domain Performance	Spreadsheet auto determines the overall rating for the domain
Rubric	You can access the rubric at http://danielsongroup.org/framework/

TAB: Professional Practice Rating
This tab is auto filled by the information completed in each of the previous tabs.
You can add additional notes in this tab for each of the six Domains.
The overall Professional Practice Rating is the average component-level score.

TAB: Student Growth Rating
This tab calculates the Student Growth Rating based on attainment of the teacher's SLO.

TAB: Summative Rating
This tab is auto filled by the information completed in each of the previous tabs.

TAB: Signature
Teacher and evaluator can sign off on the evaluation in this tab

Name of Teacher :
Classes/Grades responsible for:
Date of Evaluation:
Name of Evaluator:

'lease select rating for each component in the "Rating" dropdown box for that component (Column "F", yellow cells). Scores will automatically be calculated ased on component ranking. Do not enter overall performance, component point totals, or total points. The link to the rubrics is located at the bottom.

Domain 1: Planning and Preparation

	Unsatisfactory	Basic	Proficient	Distinguished	Rating
	(1 point)	(2 points)	(3 points)	(4 points)	
.a: Demonstrating Knowledge of :ontent and Pedagogy	Notes:	Notes:	Notes:	Notes:	
.a Point Total					0
.b: Demonstrating Knowledge of tudents	Notes:	Notes:	Notes:	Notes:	
.b Point Total					0
c: Setting Instructional Outcomes	Notes:	Notes:	Notes:	Notes:	
c Point Total					0
d: Demonstrating Knowledge of esources	Notes:	Notes:	Notes:	Notes:	
d Point Total					0
e: Designing Coherent Instruction	Notes:	Notes:	Notes:	Notes:	
e Point Total					0
f: Designing Student Assessments	Notes:	Notes:	Notes:	Notes:	
f Point Total					0
otal Points					0
ossible Points					0

Domain 1 performance is determined by a combination of scores on 1a-1f.	DOMAIN 1 PERFORMANCE #DIV/0!

Download ubrics at http://www.teachscape.com/states/south-dakota.ht

Name of Teacher :
Classes/Grades responsible for:
Date of Evaluation:
Name of Evaluator:

Please select rating for each component in the "Rating" dropdown box for that component (Column "F", yellow cells). Scores will automatically be calculated based on component ranking. Do not enter overall performance, component point totals, or total points. The link to the rubrics is located at the bottom.

Domain 2: The Classroom Environment					
	Unsatisfactory	Basic	Proficient	Distinguished	Rating
	(1 point)	(2 points)	(3 points)	(4 points)	
2a: Creating an Environment of Respect and Rapport	Notes:	Notes:	Notes:	Notes:	
2a Point Total					0
2b: Establishing a Culture for Learning	Notes:	Notes:	Notes:	Notes:	
2b Point Total					0
2c: Managing Classroom Procedures	Notes:	Notes:	Notes:	Notes:	
2c Point Total					0
2d: Managing Student Behavior	Notes:	Notes:	Notes:	Notes:	
2d Point Total					0
2e: Organizing Physical Space	Notes:	Notes:	Notes:	Notes:	
2e Point Total					0
					0
Possible Points					0
Domain 2 performance is determined by a combination of scores on 2a-2e.			DOMAIN 2 PERFORMANCE #DIV/0!		

Download the rubrics at http://www.teachscape.com/states/south-dakota.html

Name of Teacher :					
Classes/Grades responsible for:					
Date of Evaluation:					
Name of Evaluator:					

Please select rating for each component in the "Rating" dropdown box for that component (Column "F", yellow cells). Scores will automatically be calculated based on component ranking. Do not enter overall performance, component point totals, or total points. The link to the rubrics is located at the bottom.

Domain 3: Instruction

	Unsatisfactory	Basic	Proficient	Distinguished	Rating
	(1 point)	(2 points)	(3 points)	(4 points)	
3a: Communicating with Students	Notes:	Notes:	Notes:	Notes:	
3a Point Total					0
3b: Using Questioning and Discussion Techniques	Notes:	Notes:	Notes:	Notes:	
3b Point Total					0
3c: Engaging Students in Learning	Notes:	Notes:	Notes:	Notes:	
3c Point Total					0
3d: Using Assessment in Instruction	Notes:	Notes:	Notes:	Notes:	
3d Point Total					0
3e: Demonstrating Flexibility and Responsiveness	Notes:	Notes:	Notes:	Notes:	
3e Point Total					0
Total Points					0
Possible Points					0

Domain 3 performance is determined by a combination of scores on 3a-3e.	DOMAIN 3 PERFORMANCE
	#DIV/0!

D oad the rubrics at http://www.teachscape.com/states/ dakota.html

Name of Teacher :
Classes/Grades responsible for:
Date of Evaluation:
Name of Evaluator:

Please select rating for each component in the "Rating" dropdown box for that component (Column "F", yellow cells). Scores will automatically be calculated based on component ranking. Do not enter overall performance, component point totals, or total points. The link to the rubrics is located at the bottom.

Domain 4: Professional Responsibilities

	Unsatisfactory	Basic	Proficient	Distinguished	Rating
	(1 point)	(2 points)	(3 points)	(4 points)	
4a: Reflecting on Teaching	Notes:	Notes:	Notes:	Notes:	
4a Point Total					0
4b: Maintaining Accurate Records	Notes:	Notes:	Notes:	Notes:	
4b Point Total					0
4c: Communicating with Families	Notes:	Notes:	Notes:	Notes:	
4c Point Total					0
4d: Participating in a Professional Community	Notes:	Notes:	Notes:	Notes:	
4d Point Total					0
4e: Growing and Developing Professionally	Notes:	Notes:	Notes:	Notes:	
4e Point Total					0
4f: Showing Professionalism	Notes:	Notes:	Notes:	Notes:	
4f Point Total					0
Total Points					0
Possible Points					0
Domain 4 performance is determined by a combination of scores on 4a-4f.			DOMAIN 4 PERFORMANCE #DIV/0!		

Download the rubrics at http://www.teachscape.com/states/south-dakota.html

Name of Teacher :
Classes/Grades responsible for:
Date of Evaluation:
Name of Evaluator:

Do not enter any scores in these fields other than the "Notes" column. You may adjust the district weights if your district is not using the recommended weights. All other information will be automatically filled based on previous entries.

Final Professional Practices Rating				
	Notes	Rating	Total Points	Possible Points
Domain 1: Planning and Preparation		#DIV/0!	0	0
Domain 2: The Classroom Environment		#DIV/0!	0	0
Domain 3: Instruction		#DIV/0!	0	0
Domain 4: Professional Responsibilities		#DIV/0!	0	0
Total Points			0	0
Average Component-Level Score			#DIV/0!	

OVERALL PROFESSIONAL PRACTICE RATING
#DIV/0!

Name of Teacher :
Classes/Grades responsible for:
Date of Evaluation:
Name of Evaluator:

Enter in the number of teachers attaining expected student growth on SLOs (cell B3) and the total number of teachers writing SLOs (cell B4). The spreadsheet will calculate the Final Growth Rating.

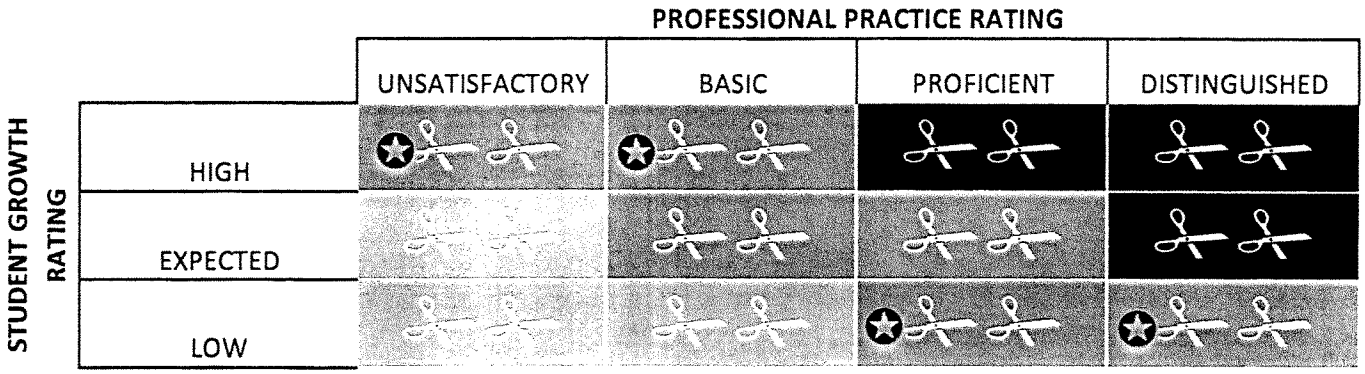
STUDENT GROWTH RATING	
Number of Students Meeting the SLO Goal	
TOTAL Number of Students	
Percent of Students Meeting the SLO Goal (if no percentage goal)	#DIV/0!
Suggested SLO Growth Rating based on SLO attainment percentage	**#DIV/0!**
If the teacher is using a percentage goal, multiply the percent of students meeting the SLO goal by the percentage goal to calculate the new percentages for low, expected, and high growth. Otherwise, use the SLO Attainment Calculator found at http://sdea.org/home/682.htm.	
SLO Growth Rating:	**EXPECTED**
SLO Growth Points:	**2**

***Select the Student Growth Performance Category based on the teacher's SLO attainment.**

OVERALL STUDENT GROWTH RATING
EXPECTED

Name of Teacher :
Classes/Grades responsible for:
Date of Evaluation:
Name of Evaluator:

Professional Practice Rating	#DIV/0!
School Growth Rating	EXPECTED



Summative Effectiveness Rating Categories

- EXCEEDS EXPECTATIONS
- MEETS EXPECTATIONS
- BELOW EXPECTATIONS
- PROFESSIONAL JUDGMENT AND POLICY REVIEW

FINAL RATING #DIV/0!

Pre-Conference	
Evaluator's Signature:	
Date:	
Comments:	
Teacher's Signature:	
Date:	
Comments:	

Final Evaluation	
Evaluator's Signature:	
Date:	
Comments:	
Teacher's Signature:	
Date:	
Comments:	

REDUCTION IN PROFESSIONAL STAFF WORK FORCE

1. **STAFF REDUCTION:** Staff reduction occurs when the board eliminates all or part of an existing position held by anyone to whom continuing contract rights apply. In the event the Board determines that a staff reduction is necessary, the following guidelines will be considered:

    a. An effort will be made to effect the reduction through normal attrition.

    b. Positions held by persons with less than full certification for their current teaching assignment will be open to a properly certified and experienced continuing contract teacher who has been notified that his or her position has been eliminated and has requested to be considered.

    c. If a position of continuing contract teacher is eliminated due to staff reduction, the Board will determine which continuing contract teacher or teachers are to be released, considering the following criteria, as applicable. The criteria are not in rank order of importance:

        i. Student and curriculum needs;
        ii. Prior evaluations;
        iii. Competency;
        iv. Qualifications;
        v. Certification;
        vi. Experience in the area to be taught;
        vii. Educational background;
        viii. State and federal mandates;
        ix. Administrative recommendation.

The continuing contract teacher who has been notified that his or her position has been eliminated shall notify the Superintendent of any positions for which the teacher wished to be considered and can establish required qualifications.

The Board will follow the provisions of state law in making staff reductions involving professional staff members on continuing contract status.

Adopted: May 2020
Revised:

CERTIFIED STAFF RECALL

For the purpose of this policy, the effective date of a lay-off by reduction in force shall be June 30. If, during the first fiscal year subsequent to the time a continuing contract teacher is laid off because of reduction in staff and a vacancy occurs in the grade, subject areas, and activities in which a laid-off teacher had been teaching or is qualified to teach, reemployment shall be extended to the teacher in reverse order of lay-off. When more than one staff member has the same recall date and is qualified for the open position the Board may consider, among other things, recommendations of administrative staff, qualifications, years of service, and educational background in selecting the person to be hired. A recalled teacher shall retain previously accumulated sick leave benefits.

Teachers who were laid off due to the Reduction in Force shall be entitled to preferential treatment for substitute teaching positions for a period of 2 years upon notifying the District of a desire to be placed on the list of substitute teachers.

Teachers will have preferential employment for paraprofessional positions that may become open without affecting being recalled for a certified position.

At teacher reemployed by exercising his/her recall rights shall be reinstated at full salary and related benefits as of the time of their release, plus subsequent teaching experience. This does not give the teacher the right to be on the corresponding step equal to the number of years of experience but rather it gives them the right to be placed on the schedule as if they had not left the district plus any additional steps that were granted during their absence if they accrued additional experience during their absence.

Recall privileges cease when a staff member resigns. Recall privileges will also cease if upon being recalled the staff member fails to report within 20 calendar days after the mailing of a written notice of recall. Such notice shall be sent by certified mail to the last address furnished to the Superintendent by the staff member and the 20-day period shall commence to run on the day the notice is mailed. Recall privileges will not apply to teachers under contract with another school district unless that recall is for anticipated positions in the ensuing year.

Legal Reference: SDCL 13-43

Adopted: Sept. 12, 1983
Revised: July 1996, May 2018

GRIEVANCE PROCEDURE

Article I

Definitions

A. A grievance is a complaint by a person or group of persons employed by the Milbank School District #25-4, made either individually or by a duly authorized and recognized employee association through its representative, that there has been a violation, misinterpretation or inequitable application of any section of the Negotiated Agreement or any policy which impacts upon the conditions or compensation of employment. Negotiations for, or a disagreement over, a non-existing agreement, contract, policy, rule, practice or procedure is not a "grievance."

B. An "aggrieved person" is the person or group of persons making the claim.

C. "Board" means the School Board of the district.

D. "Days" shall mean work days when school is in session and/or the Central Office is open for business excluding holiday or other breaks during the school term.

E. The "Negotiated Agreement" is that body of policies which represent the full and complete understanding between the Board and the Milbank Education Association regarding the terms and conditions of employment.

Article II

Purpose

A. 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 these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with the 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 only by the mutual consent of the employee and the appropriate member of the administration.

Article III

Procedure

A. It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered a maximum and every effort should be made to

expedite the process.

B. 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 Article.

C. If an employee does not file a grievance in writing with the principal or other supervisor within ten 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.

D. A supply of the grievance forms shall be on file with the building principals, and/or the immediate supervisor.

Article IV

Informal Procedures

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

B. If, after such discussion with the supervisor, principal, or other administrator, the employee is not satisfied with the disposition of the matter, he/she shall have the right to present the matter to and discuss it with the Superintendent.

Article V

Formal Procedures

Level One - School Principal, Immediate Supervisor, or Other Administrator

A. If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she shall submit his/her claim in writing.

B. Three (3) copies of this written grievance shall be prepared by the employee and he/she shall send one copy to each of the following: supervisor, principal, or other administrator, and the Superintendent of Schools.

C. An employee who is not directly responsible to a building principal may submit his/her formal written grievance claim to the administrator or supervisor to whom he/she is directly responsible and such administrator shall carry out the aforementioned responsibilities the same as a principal. The administrator, within five (5) days, shall render his/her decision in writing to the aggrieved person.

Level Two - Superintendent of Schools

A. If an aggrieved person is not satisfied with the decision concerning his/her alleged grievance at Level One, or if no written decision has been rendered within five (5) days, he/she may, within three (3) days after the decision is rendered, or within eight (8) days after his/her formal presentation, file his/her alleged grievance with the Superintendent of Schools.

B. The Superintendent of Schools or his/her designee within five (5) days from the receipt of the written grievance shall meet with the aggrieved person for the purpose of resolving the grievance. The principal or appropriate administrator who was involved at Level One shall be notified and shall have the option of attending the meeting. Arguments and documentation of all parties shall be made in writing at the Level Two hearing and copies thereof shall be given to the Superintendent and the Grievant. The Superintendent shall, within five (5) days after this meeting, render his/her decision in writing to the aggrieved person, the supervisor and the principal or other administrator.

Level Three - Board of Education

A. If the aggrieved is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within five (5) days, he/she shall within five (5) days thereafter transmit it by letter to the Business Manager with a statement or reasons why it is being appealed.

B. At the next regular meeting, the Board (or its designated agent) shall consider the grievance and set a hearing to be held at a mutually agreed upon time. The Board shall make a final decision thereon at the following regular or special Board meeting.

Level Four

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three 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 of the Board, or within ten (10) days of the date when the decision is due, whichever is earlier, appeal to the Department of Labor, pursuant to SDCL 3-18-15.2. 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.

Level Five

All provisions as provided in SDCL 3-18-15.2

Article VI

Miscellaneous

A. 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.

B. 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.

C. Any party or parties in interest shall appear and may be represented at formal levels I and II of the grievance procedure by one representative. When the representative is not a member of the employee association, the employee association shall have the right to have one spokesperson present and to have that spokesperson state its views at the formal levels I and II 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 Level III a maximum of three (3) representatives, one of whom will be the spokesperson, may represent the aggrieved person or persons involved in a grievance.

D. If, in the judgment of the employee association, a grievance affects a group or class of employees, the association may submit such grievance in writing to the superintendent directly and the processing of such a grievance shall be commenced at Level II. The employee association shall designate not more than two spokespersons for the association in processing such a grievance through the remaining levels of the grievance procedure. Provided, however, that the employee association 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.

E. 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 III grievances shall be made in open session.

F. 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, principal 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.

G. 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.

H. If an aggrieved person initiates an action in a duly constituted court of law, any attempt to use this grievance procedure to resolve the same issues shall be invalidated.

Request for Settlement of Grievance

LEVEL ONE

(To be completed by aggrieved person)

Date of presentation to Principal:

Name of Aggrieved Person:

Home Address:

School:

Principal:

Nature of Grievance:

Settlement Requested:

Signed _____

Aggrieved Person

Reply to LEVEL ONE Grievance

Date Reply sent to Aggrieved Person:

Name of Aggrieved Person:

Home Address:

School:

Date of presentation of grievance to Principal:

Reply of Principal with Rationale:

Signed _____
Principal

Request for Settlement of Grievance

LEVEL TWO

Copies of Request for Settlement of Grievance LEVEL ONE and Replay must be attached.

Date of presentation to Superintendent:

Name of Aggrieved Person:

Home Address:

School:

Date of reply to LEVEL ONE Grievance:

State reasons for submission of grievance to LEVEL TWO:

Settlement requested:

Signed _____
Aggrieved Person

Reply to LEVEL TWO Grievance

Copies of Request for Settlement of Grievance LEVEL ONE and Reply must be attached.

Date Reply sent to Aggrieved Person:

Name of Aggrieved Person:

Home Address:

School:

Date of submission of Grievance to Superintendent:

Decision of Superintendent with Rationale:

Signed _____
Superintendent

Request for Settlement of Grievance

LEVEL THREE

Copies of all previous Requests for Settlement and Replies must be attached

Date of submission to Business Manager:

Name of Aggrieved Person:

Home Address:

School:

Date of Reply of Superintendent to LEVEL TWO Grievance:

State Reason for submission of Grievance to LEVEL THREE:

Settlement Requested:

Signed _____
Aggrieved Person

Reply to LEVEL THREE Grievance

Date Replay sent to Aggrieved Person:

Name of Aggrieved Person:

Home Address:

School:

Date of Submission of Grievance to Business Manager:

Date of hearing with School Board:

Decision of the School Board with Rationale:

Signed _____
President, Board of Education

Withdrawal of Grievance

Date of Withdrawal:

Name of Aggrieved Person:

Home Address:

School:

Present Level of Grievance: (check one)

_____ LEVEL ONE

_____ LEVEL TWO

_____ LEVEL THREE

Date on which Grievance was submitted at this Level:

Brief description of nature of Grievance:

Request for Withdrawal

I hereby request that the above grievance be withdrawn from further consideration without prejudice or record. I acknowledge that I may not re-open this grievance.

Signed _____
Aggrieved Person

Health Insurance Committee

When necessary or when requested by MEA or the School Board, the board and the Milbank Education Association agree to the establishment of a Health Insurance Committee of five teachers selected by MEA, a volunteer support staff member, the Business Manager, and the Superintendent for study health insurance for Milbank School District employees. The Committee will be chaired by one of the teacher representatives; the chair will be appointed by MEA.

EFFECT OF AGREEMENT

1. **Complete Understanding**: The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties.

2. **Individual Contracts**: The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.

3. **Savings Clause**: Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

4. **Terms of Agreement**: The provisions of this Agreement shall become effective on July 1, 2025, and shall be in full force and effect through June 30, 2026. If a successor Agreement is not reached prior to the expiration date set forth above, then all terms and conditions contained herein shall remain in effect except for those provisions that are in dispute.

5. **Copies of the Agreement**: It shall be the responsibility of the School District to prepare and provide digital copies of this Agreement to all certified employees. An electronic copy of an updated version of the Negotiated Agreement will be available to MEA.

6. This Agreement ratified by the Milbank Education Association on April 14, 2025, and the Milbank Board of Education on April 14, 2025.

In Witness thereof:

For the Milbank Education Association

Kristi Stengel

President, MEA

4/14/2025

Date

For the Board of Education
Milbank School District 25-4

Richard Schwandt

President, Board of Education

4/14/2025

Date

Milbank School District	Code: ACAA

TITLE IX POLICY

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

1. TITLE IX COORDINATOR

1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator**." The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

2. DEFINITIONS. As used in this policy, the following terms are defined as follows:

2.1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

2.2. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1

above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

2.4. **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

2.5. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

2.6. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;

2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

2.6.3.1. **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

2.6.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law

2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—

2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.

2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

2.6.6.1. fear for his or her safety or the safety of others; or

2.6.6.2. suffer substantial emotional distress.

2.7. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

3. DISCRIMINATION NOT INVOLVING SEXUAL HARASSMENT

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

3.2. **Specific Prohibitions.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;

3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;

3.2.3. Deny any person any such aid, benefit, or service;

3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;

3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;

3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;

3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

3.3. **Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district's general complaint procedure, Board Policy ACAA[

4. RESPONSE TO SEXUAL HARASSMENT

4.1. **Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District's Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

4.2. **General Response to Sexual Harassment.** When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy "education program or activity" includes locations, events, or circumstances over which the district exercised

substantial control over both the respondent and the context in which the sexual harassment occurs. The district's response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section **Error! Reference source not found.** below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

4.3. **Emergency Removal.** Nothing in this policy precludes the district from removing a respondent from the district's education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district so removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

4.4. **Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section **Error! Reference source not found.** below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

4.5. **General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section **Error! Reference source not found.**.

5. GRIEVANCE PROCESS FOR FORMAL COMPLAINTS OF SEXUAL HARASSMENT

5.1. **General Requirements**.

5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section **Error! Reference source not found.** before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education

program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

5.1.4.1. **All District Employees and Board Members**. All district employees and board members will be trained on how to identify and report sexual harassment.

5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

5.1.4.2.2. The scope of the district's education program or activity;

5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and

5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the

complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.

5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.

5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

5.1.8. **Range of Supportive Measures**. The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.

5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. **Notice of Allegations.**

5.2.1. **Initial Notice.** Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:

5.2.1.1. A copy of this policy.

5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

5.3. **Dismissal of Formal Complaint.**

5.3.1. The district will investigate the allegations in a formal complaint.

5.3.2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:

5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;

5.3.2.2. Did not occur in the district's education program or activity; or

5.3.2.3. Did not occur against a person in the United States.

5.3.3. **Discretionary Dismissals**. The district **may** dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:

5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

5.3.3.2. The respondent is no longer enrolled in or employed by the district; or

5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

5.5. **Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will:

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;

5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

5.6. **Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific

incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

5.7. **Determination Regarding Responsibility**

5.7.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).

5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

5.7.2.3. Findings of fact supporting the determination;

5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;

5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

5.7.4. The Title IX Coordinator is responsible for effective implementation of any remedies.

5.8. **Appeals**. The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.8.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

5.8.2.1. Procedural irregularity that affected the outcome of the matter;

5.8.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

5.8.2.3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

5.8.3. As to all appeals, the district will:

5.8.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

5.8.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.8.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.8.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.8.3.6. Provide the written decision simultaneously to both parties.

5.9. **Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

5.9.1. Provides to the parties a written notice disclosing:

5.9.1.1. The allegations;

5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

5.9.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and

5.9.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

5.10. **Recordkeeping**.

5.10.1. The district will maintain for a period of seven years records of:

5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;

5.10.1.2. Any appeal and the result therefrom;

5.10.1.3. Any informal resolution and the result therefrom; and

5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

5.10.2. For each response required under section **Error! Reference source not found.**, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

6. **SUPERINTENDENT AUTHORIZED TO CONTRACT.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

7. **ACCESS TO CLASSES AND SCHOOLS.**

7.1. **General Standard.** Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and

activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

7.1.3. **Human sexuality classes.** Classes or portions of classes that deal primarily with human sexuality may be conducted in separate sessions for boys and girls.

7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

7.2. **Classes and Extracurricular Activities.** The district may provide nonvocational single-sex classes or extracurricular activities as permitted by 34 C.F.R. part 106.

8. **ATHLETICS.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

8.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

9. **CERTAIN DIFFERENT TREATMENT ON THE BASIS OF SEX PERMITTED.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

10. **RETALIATION PROHIBITED.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34

C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy (Complaint Procedure).

10.1. **Specific Circumstances.**

10.1.1. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section.

10.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

11. **NOTIFICATION OF POLICY.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

12. **PUBLICATION OF POLICY** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

13. **APPLICATION OUTSIDE THE UNITED STATES.** The requirements of this policy apply only to sex discrimination occurring against a person in the United States.

14. **SCOPE OF POLICY.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

Legal References: Federal-Title IX

Adopted: December 2020

Reviewed: August 2023

Revised:

Milbank School District	Code: GBEC

USE OF ALCOHOL, DRUGS, AND CONTROLLED SUBSTANCES

Student and employee safety is a paramount concern to the school board. Employees under the influence of alcohol and/or other drugs are a serious risk to themselves, to students, and to other employees. Therefore, the school board will not tolerate the unlawful manufacture, use, possession, sale, distribution, or being under the influence of alcohol and/or other drugs on school property or at a school event off school property. Additionally, it shall be a violation of this policy for any employee to manufacture, use, possess, sell, distribute or be under the influence of medical cannabis in any manner inconsistent with South Dakota state law. Any employee who violates this policy will be subject to disciplinary action, which may include dismissal, and referral for prosecution. Each employee of the district is hereby notified that, as a condition of employment, the employee must abide by the terms of this policy and will report to the superintendent any criminal alcohol and/or other drug statute convictions for any alcohol and/or drug violation. Such notification must be made by the employee to the superintendent no later than five (5) days after conviction. Should the affected employee be the superintendent s/he will report to the Board no later than the next regular meeting of the Board.

Within thirty (30) days after receipt of information concerning an alleged or proven violation(s) of this policy, the district will take appropriate disciplinary action, which may include termination of employment, requiring the employee to participate in alcohol and/or other drug abuse assistance or rehabilitation programs, and possible referral for prosecution.

The school board recognizes that employees who have an alcohol and/or other drug use/abuse problem should be encouraged to seek professional assistance. An employee who requests assistance shall be provided a listing of the regional treatment facilities or agencies to assist him/her in their choice of a service provider.

If there is reason to suspect that a staff member is under the influence of alcohol and/or illegal drugs, the staff member will not be allowed on school property or to participate in school activities. Staff members will be subject to discipline for arriving at school or at a school activity under the influence of alcohol and/or an illegal drug. For the purposes of this policy, "illegal drug" means narcotics, drugs and controlled substances as defined in federal law or state law. "Illegal drugs" also includes any prescription or over-the-counter drug that does not meet the following four criteria:

1. the employee has a current and valid prescription for the drug or the drug is sold over-the-counter;
2. the drug is used or possessed for the purpose for which it was prescribed or sold over-the-counter;
3. the drug is used or possessed at the dosage prescribed or recommended; and
4. the drug is used or possessed consistent with the safe and efficient performance of the employee's job duties.

Any staff member who is taking a drug or medication, whether or not prescribed by the staff member's physician, which may adversely affect that staff member's ability to perform work in a safe or productive manner is required to report such use of medication to his or her supervisor. This includes drugs that are known or advertised as possibly affecting judgment, coordination or any of the senses, including those that may cause drowsiness or dizziness.

The school board hereby commits itself to a continuing good faith effort to maintain a drug-free environment.

A copy of this policy shall be given to all present and future employees.

Legal References:

Adopted: August 2011

Reviewed: February 2012

Revised: September 2021

Milbank School District	Code: AEA

TOBACCO-FREE SCHOOLS

Purpose

The Milbank School District is committed to providing a healthy and safe environment for students, staff, and citizens. The Milbank School Board acknowledges that adult staff and visitors serve as role models for students and embraces its obligation to provide learning and working environments that are safe, healthy and free from unwanted smoke and tobacco use on all district property and during all school-sponsored activities.

Definitions:

Smoking: inhaling, exhaling, burning, operating, or carrying any lighted or heated Tobacco Product or Vapor Product, as defined herein.

Tobacco Product: any item made of tobacco intended for human consumption, including cigarettes, cigars, pipe tobacco, and smokeless tobacco. Tobacco Product also includes Vapor Product. Tobacco Product does not include traditional tobacco.

Vapor Product: any electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device and any vapor cartridge, or other container of nicotine in a solution or other form that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or any drug or tobacco product or device. The term Vapor Product, does not include any product approved by the United States Food and Drug Administration for sale as tobacco cessation products and marketed and sold solely for that purpose.

Traditional tobacco (Cansasa): The cuttings or shavings of plants in their natural form such as red willow bark, sage, and sweet grass. Traditional tobacco has no additives and is used for medicinal purposes, ceremony, prayer, and social gatherings.

Milbank School District Property: includes, but in not limited to school buildings, school grounds, school vehicles, busses, or on any school sponsored activities.

Policy:

The Milbank School District buildings and grounds are 100% tobacco-free at all times, for all persons, without exception. Use of any type of tobacco is prohibited on or in district parking lots, in district owned vehicles or in any personal vehicles on the Milbank School District property. All persons are prohibited from using tobacco at school-sponsored activities on/off school district property, which may occur either before, during or after regular school hours. Students are also prohibited from possessing any type of tobacco. Students and staff are prohibited from promoting tobacco through the use or display of tobacco-related materials such as clothing, hats, backpacks and other items promoting tobacco or vaping products.

Traditional Tobacco Use

In respect for the traditional tobacco use of American Indians, traditional tobacco used in the practice of cultural or religious activities will be the exclusive exception to this policy. Use of traditional tobacco for ceremonial purposes is permitted and must be approved in advance by the Milbank School District administrator/School Board prior to use.

Dissemination

The superintendent shall provide public notification of the district's policy through appropriate means, such as signs posted on the perimeter of the property, at entrances and other prominent places, student and staff handbooks and public announcement at school events.

Enforcement

District administration, including school superintendent and principal(s), will oversee the enforcement of this policy for all persons.

Students

Tobacco or vaping products found in student possession will be confiscated. Student violations may also result in, at the discretion of school administration: parent/guardian notification, a written assignment on the dangers of tobacco and nicotine use, participation in a tobacco education and/or cessation program, suspension or ineligibility to participate in extracurricular activities, community service or notification of law enforcement.

Employees

Employees may also be subject to disciplinary action pursuant to Milbank School District policy.

Visitors

Visitors in violation of this policy will be asked to comply, and if necessary, be subject to appropriate consequences, which may include being directed to leave school property.

Tobacco Cessation Opportunities

Milbank School District students and employees who violate this policy will be encouraged to quit and provided information on cessation, including the SD QuitLine (1-866-737-8487).

Questions

This policy will be maintained by the Milbank School Board. Any questions regarding the tobacco-free policy should be directed to The Board or school administrator.

Legal References: SDCL 13-8-39 (Management of schools by board)
SDCL 22-36-2 (Smoking in public place or place of employment prohibited)

Adopted: July 2011

Reviewed: August 2023

Revised: December 2019

Milbank School District	Code: GBC

STAFF ETHICS

An effective educational program requires the services of men and women of integrity, high ideals, and human understanding. To maintain and promote these essentials, all employees of the district are expected to maintain high standards in their school relationships. These standards include the following:

- The maintenance of just and courteous professional relationships with students, parents, staff members, and others.
- The maintenance of their own efficiency and knowledge of the developments in their fields of work.
- The transaction of all official business with the properly designated authorities of the school system.
- The establishment of friendly and intelligent cooperation between the community and the school district.
- Favorable representation of the school district at local events that are in recognition of the schools' contributions to the community.
- The placement of the welfare of children as the first concern of the school district, thus appointments to positions and promotion must be based solely on merit. The use of pressure on school officials for appointment or promotion is unethical.
- Restraint from using school contacts and privileges to promote partisan politics, sectarian religious views, or selfish propaganda of any kind.
- Directing any criticism of other staff members or of any department of the school district toward the improvement of the school district. Such constructive criticism is to be made directly to the particular school administrator who has the administrative responsibility for improving the situation and then to the Superintendent if necessary.

Legal References: SDCL 13-43-25

Cross References: GBCA, Staff Conflict of Interest
GBCB, Staff Conduct
GBCBA, Freedom of Expression

Adopted: February 2012

Reviewed:

Revised:

Milbank School District	Code: GBC

Code of Professional Ethics for Teachers

All certified teachers in South Dakota are required by law to adhere to the code of Professional Ethics. The College of Education integrates discussion of the required code into the Teacher Education Program. Students accepted into the Teacher Education Program are expected to be familiar with and abide by the code.

S.D. Professional Practices and Standards Commission Chapter 24:08:03 – Code of Professional Ethics for Teachers

24:08:03:01 Obligations to Students.
In fulfilling their obligations to the students, educators shall act as follows:

- Not, without just cause, restrain students from independent action in their pursuit of learning;
- Not, without just cause, deny to the students access to varying points of view in the classroom;
- Present subject matter for which they bear responsibility without deliberate suppression or distortion;
- Make reasonable effort to maintain discipline and order in the classroom and the school system to protect the students from the conditions harmful to learning, physical and emotional well-being, health, and safety;
- Conduct professional business in such a way that they do not expose the students to unnecessary embarrassment or disparagement;
- Accord just and equitable treatment to every student, regardless of race, color, creed, sex, sexual preference, age, marital status, handicapping condition, national origin, or ethnic background;
- Maintain professional relationships with students without exploitation of a student for personal gain or advantage;
- Keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law;
- Maintain professional relationships with students in a manner free of vindictiveness, recrimination, and harassment.

Source: 2 SDR 40, effective December 9, 1975; 8 SDR 35, effective October 7, 1981; 11 SDR 96, 11 SDR 112, effective July 1, 1985; 13 SDR 3, effective July 22, 1986; 20 SDR 92, effective December 21, 1993. General Authority: SDCL 13-43-25. Law Implemented: SDCL 13-43-25.

24:08:03:02. Obligations to the Public.
In fulfilling their obligations to the public, educators shall act as follows:

- Take precautions to distinguish between their personal views and those of the local school district or governing board;
- Not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions;
- Not interfere with the colleague's exercise of political and citizenship rights and responsibilities;
- Not exploit the local school district or governing board for private gain;
- Not exploit the local school district or governing board to promote political candidates or partisan political activities;
- Staff will not accept any gratuities, gifts, or favors that might impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage;
- Engage in no act that would lead to a felony conviction; and
- Commit no act of moral turpitude or gross immorality;

Source: 2 SDR 40, effective December 9, 1975; 11 SDR 96, 11 SDR 112, effective July 1, 1985; 13 SDR 3, effective July 22, 1986; 20 SDR 92, effective December 21, 1993.

General Authority: SDCL 13-43-25. Law Implemented: SDCL 13-43-25. Cross-Reference: "Moral Turpitude" defined, SDCL 22-1-2; Grounds for revocation or suspension of certificates, SDCL 13-42-9.

24:08:03:03. Obligations to the Profession.
In fulfilling their obligations to the profession, educators shall act as follows:

- Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities;
- Maintain confidentiality of professional information acquired about colleagues in the course of employment, unless disclosure serves professional purposes;
- Discuss professional matters concerning colleagues in a professional manner;
- Accept a position or responsibility only on the basis of professional preparation and legal qualifications;

- Adhere to the terms of a contract or appointment unless the contract has been altered without the consent of the affected parties, except as provided by law, legally terminated, or legally voided;

- Use sound professional judgment in delegating professional responsibilities to others;

- Not interfere with the free participation of colleagues in the affairs of their associations;

- Not use coercive or threatening means in order to influence professional decisions of colleagues;

- Not knowingly misrepresent their professional qualifications;

- Not knowingly distort evaluation of colleagues;

- Not criticize a colleague before students, except as unavoidably related to an administrative or judicial proceeding.

Source: 2 SDR 40, effective December 9,1975; 11 SDR 96, 11 SDR 112, effective July 1, 1985; subdivisions (9) and (10) transferred from 24:08:03:04, 13 SDR 3, effective July 22, 1986; subdivisions (4) and (5) transferred from 24:08:03:04, 13 SDR 11, effective August 11, 1986.

General Authority: SDCL 13-43-25. Law Implemented: SDCL 13-43-25

Milbank School District	Code: GBC-1

CODE OF ETHICS FOR THE TEACHING PROFESSION AS ADOPTED BY THE PROFESSIONAL PRACTICES COMMISSION STATE OF SOUTH DAKOTA

For the purpose of this code, the definition of a teacher shall be any person certificated by the state superintendent of public instruction as a teacher, administrator, or other specialist employed in a public, federal or private school; education association; or state agency or political subdivision charged with the responsibility in the field of education.*

For the purpose of this code, the term "educator" shall include teachers and governing bodies having jurisdiction.

PREAMBLE

The teacher believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. He regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The teacher accepts this responsibility to practice his profession according to the highest ethical standards.

The teacher recognizes the magnitude of the responsibility he has accepted in choosing a career in education and engages himself, individually and collectively with other educators, to judge his colleagues and to be judged by them in accordance with the provisions of this code.

PRINCIPLE I - - COMMITMENT TO THE STUDENT

The teacher measures his success by the progress of each student toward realization of his potential as a worth and effective citizen. The teacher therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his obligation to the student, the teacher –

1. Shall not without just cause restrain the student from independent action in his pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not for reasons of race, color, creed, or national origin exclude any student from participation in or deny him benefits under any program, not grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage

7. Shall keep in confidence information that has been obtained in the cause of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his classes unless no other qualified teacher is reasonably available.

PRINCIPLE II - - COMMITMENT TO THE PUBLIC

The teacher believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The teacher shares responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his obligation to the public, the teacher - -

1. Shall not misrepresent an institution or organization with which he is affiliated, and shall take adequate precautions to distinguish between his personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgement, nor offer any favor, service or thing of value to obtain special advantage.
6. Shall make reasonable effort to insure order and discipline in the classroom and school system in order to promote an environment conducive to learning.

PRINCIPLE III - - COMMITMENT TO THE PROFESSION

The teacher believes that the quality of the services of the education profession directly influences the nation and its citizens. He therefore exerts every effort to raise professional standards, to improve his service, to promote a climate in which the exercise of professional judgement is encouraged and to achieve conditions which attract persons worthy of the trust to careers in education.

In fulfilling his obligation to the profession, the teacher - -

1. Shall not interfere with the free participation of colleagues in the affairs of their associations.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.

4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall provide upon the written request of the aggrieved party a written statement of specific reason(s) for recommendations that lead to the denial of increments, significant changes in employment or termination of employment.
6. Shall not misrepresent his professional qualifications.
7. Shall not knowingly distort evaluation of colleagues.

PRINCIPLE IV - - COMMITMENT TO PROFESSIONAL EMPLOYMENT PRACTICE

The teacher regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity and mutual respect. The teacher discourages the practice of his profession by unqualified persons.

In fulfilling his obligation to professional employment practices, the teacher - -

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position.
5. Shall adhere to the terms of a contract or appointment, unless those terms have been legally terminated, falsely represented, or substantially altered by unilateral action or the employing agency.
6. Shall conduct professional business through channels that have been jointly developed and approved by the employing agency, when available.
7. Shall not delegate assigned professional responsibilities to unqualified personnel.
8. Shall permit no commercial exploitation of his professional position.
9. Shall use time granted for the purpose for which it is intended.

*Source: SDCL 13-43-16

Legal References:

Cross References:

Adopted: February 2012

Reviewed:

Revised:

Milbank School District	Code: GBCB

STAFF CONDUCT

All staff members have a responsibility to familiarize themselves with and abide by the laws of the State as these affect their work, the policies of the Board, and the regulations designed to implement them.

In the area of personal conduct, the Board expects that teachers and others will conduct themselves in a manner that not only reflects credit to the school district, but also sets forth a model worthy of emulation by students.

All staff members will be expected to carry out their assigned responsibilities with conscientious concern.

Essential to the success of ongoing school operations and the instructional program are the following specific responsibilities, which will be required of all personnel:

1. Faithfulness and promptness in attendance at work;

2. Support and enforcement of policies of the Board and regulations of the school administration in regard to students;

3. Diligence in submitting required reports promptly at the times specified;

4. Care and protection of school property.

5. Concern for and attention to their own and the school district's legal responsibility for the safety and welfare of students, including the need to ensure that students are under supervision at all times.

Legal References: SDCL 13-8-44;
SDCL 13-43-28.

Adopted: February 2012

Reviewed:

Revised:

Milbank School District	Code: GBCBB

MEDIA AND SOCIAL NETWORKING SITES

Employees must conduct themselves so that they do not distract from or disrupt the educational process. The Superintendent will ensure that staff members are reminded and informed of the importance of maintaining proper decorum in the use of technology as well as in person. This will include but is not limited to:

1. Improper fraternization with students using Facebook and similar internet sites or social networks, or via cell phone, texting, or telephone.
   - Electronic messages with students should be academic in nature or related to a school activity.
   - All messages communicated by teachers, coaches, and advisors shall be sent to all members of a class, team, or activity unless the message pertains to one individual and concerns medical, or other academic privacy matters.
   - Inappropriate fraternization or contact with students via e-mail, phone, chat rooms, social networking sites or any other electronic or form of communication is prohibited.
2. Inappropriateness of posting items with sexual content.
3. Inappropriateness of posting items exhibiting or advocating use of drugs and alcohol.
4. Monitoring and penalties for improper use of district computers and technology.
5. The possibility of penalties, including dismissal from employment, for failure to exercise good judgment in on-line conduct.

When inappropriate use of computers and websites is discovered, disciplinary action will be considered and taken. Employees of the school district understand that pursuant to this policy that media and social networking sites may be monitored by the school district.

The school district expects you to keep the line between your professional life and your personal life clearly drawn at all times. This can be accomplished by using forethought prior to using social networking for both your professional and personal life, to be sure that these lines do not become blurred.

If the district does not maintain a web portal for staff to communicate outside of school hours as necessary with students and families, and an employee wishes to establish a Facebook or other electronic communications account through which he or she will communicate with students, he or she should establish an identity that is separate from his/her "personal" Facebook identity or other electronic communications account. Staff members are expected to use their educational account to communicate with students and/or parents and guardians on matters directly related to education. The "friends" associated with such an educational account should only be members of the educational community, such as administrators, employees, students, and parents of such students. It is strongly recommended that employees will reject friend requests from individuals who do not fit into any of these categories.

Adopted: April 2012
Reviewed:
Revised:

Milbank School District	Code: JOA

PUBLIC NOTICE REGARDING FAMILY EDUCATION RIGHTS & PRIVACY ACT (FERPA)

Notification of Rights for Elementary and Secondary Schools

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days of the day the school receives a request for access. Parents or eligible students should submit to the School principal a written request that identifies the record(s) they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes and inaccurate or misleading. Parents or eligible students may ask the School to amend a record that they believe is inaccurate or misleading. They should write the School principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the School decides not to amend the record as requested by the parent or eligible student, the School will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the School has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks, A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request, the School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll.

[NOTE: FERPA requires a school district to make a reasonable attempt to notify the parent or eligible student of the records request unless it states in its annual notification that it intends to forward records on request.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-4605

Notice for Directory Information

The Family Educational Rights and Privacy Act (FERPA), a Federal law, requires that the Milbank School District, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, the Milbank School District may disclose appropriately designated "directory information" without written consent, unless you have advised the District to the contrary in accordance with District procedures. The primary purpose of directory information is to allow the Milbank School District to include this type of information from your child's education records in certain school publications. Examples include:

- A playbill, showing your student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists;
- Graduation programs; and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the Elementary and Secondary Education Act of 1965 (ESEA) to provide military recruiters, upon request, with three directory information categories-names, addresses and telephone listings-unless parents have advised the LEA that they do not want their student's information disclosed without their prior written consent.

If you do not want the Milbank School District to disclose directory information from your child's education records without your prior written consent, you must notify the District in writing by **September 15**. The Milbank School District had designated the following information as directory information: [Note: an LEA may, but does not have to, include all the information listed below.]

- Student's name
- Participation in officially recognized activities and sports
- Address
- Weight and height of members of athletic teams
- Photograph
- Degrees, honors, and awards received
- Major field of study
- Dates of attendance
- Grade level
- The most recent educational agency or institution attended

Adopted: October 2010

Reviewed:

Revised: February 2019, June 2023

Milbank School District	Code: GBCBAA (JFAA)

SEARCH AND SEIZURE

All district property, including, but not limited to, real estate, buildings, offices, desks, storage areas, lockers, computer systems and equipment, voice-mail, and vehicles, is owned by the district, and is intended for educational purposes, and district business, at all times.

Individuals using district-owned property (system users) shall have no expectation of privacy when using school property. The district reserves the right to monitor, inspect, copy, review and store (at any time and without notice) all usage of district property including computer and computer systems, including all internet and electronic communications access and transmission/receipt of materials and information. All material and information accessed and/or received through district computers and computer systems shall remain the property of the school district.

System users have no right of privacy and should have no expectation of privacy in materials sent, received, or stored in district-owned computers or on the district system or within the physical area of the district. School officials reserved the right to review district system/property use at any time to determine if such use meets the criteria set forth in school board policies and district regulations. Routine maintenance and monitoring of the system and physical plant may lead to the discovery that the user has or is violating district policy or law. Once a problem is discovered, an individual search may be conducted. The search/investigation will be reasonable and will be in keeping with the nature of the alleged misconduct.

Employees or students violating acceptable use of district property, or policy, may be subject to disciplinary action by the Superintendent or designee, depending on the nature of the violation.

Legal References: SDCL 13-5-1;
SDCL 13-8-39

Adopted: February 2012

Reviewed:

Revised:

Milbank School District	Code: JHG

REPORTING CHILD ABUSE

Any teacher or other school employee who suspects that a child under 18 years of age has been neglected or physically abused (including sexual or emotional abuse) by a parent or other person, will report orally or in writing this information to the building principal or Superintendent. The principal or Superintendent should immediately report this information to the state's attorney; or the department of social services; or the county sheriff; or the city police. If the principal or Superintendent does not confirm to the teacher or other employee within 24 hours that action has been initiated, the employee will report this information directly to the proper authorities.

The report will contain the following information: name, address, and age of child; name and address of parent or caretaker; nature and extent of injuries or description of neglect; and any other information that might help establish the cause of injuries or condition.

School employees, including administrators, will not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect. It is not the responsibility of the school employees to prove that the child has been abused or neglected, or to determine whether the child is in need of protection, but only to report suspicions of abuse or neglect.

Anyone who participates in making a report in accordance with the law and in good faith is immune from any civil or criminal liability that may otherwise arise from the reporting, or from any resulting judicial proceeding, even if the suspicion is proved to be unfounded.

Any personal interview or physical inspection of the child should be conducted in a considerate, professional manner. Information or records concerning reports of suspected abuse or neglect are confidential. The release to persons other than those provided by law is a class one misdemeanor. Failure to make a report of abuse or neglect is a class one misdemeanor.

Legal References: SDCL 22-6-2;
SCCL 26-8A-3; 26-8A-6 through 26-8A-15

Adopted: September 2013

Reviewed:

Revised:

Milbank School District	Code: JFCF

HAZING

It is the policy of the Board of Education and school district that hazing activities, of any type, are inconsistent with the educational process and will be prohibited at all times.

Hazing is defined as doing any act or coercing another, including the victim, to do any act of initiation into any student or other organization that causes or creates a substantial risk of causing mental or physical harm to any person.

Permission, consent, or assumption of risk by an individual subjected to hazing does not lessen the prohibition contained in this policy.

No administrator, faculty member, or other employee of the school district will encourage, permit, condone, or tolerate hazing activities. No student, including leaders of student organizations, will plan, encourage, or engage in any hazing.

Administrators, faculty members, and all other employees of the school district will be particularly alert to possible situations, circumstances of events, which might include hazing. If hazing or planned hazing is discovered, involved students will be informed by the discovering school employee of the prohibition contained in this policy and will be required to end all hazing activities immediately. All hazing incidents will be reported immediately to the Superintendent.

Administrators, faculty members, students, and all other employees who fail to abide by this policy may be subject to disciplinary action, and may be liable for civil and criminal penalties in accordance with state law.

Legal References: SDCL 13-8-39;
SDCL 13-32-1; 13-32-2; 13-32-4; 13-32-5;
South Dakota Executive Order 81-08 Federal Title IX (1972 Education Amendments)

Adopted: September 2013

Reviewed:

Revised: