

Arend Schuurman
PRESIDENT
BOARD OF DIRECTORS

Andrea Powell
DIRECTOR
Andrea.Powell@k12.sd.us

Tim Frewing
ASSISTANT DIRECTOR
Tim.Frewing@k12.sd.us

Tiffany Stormo
BUSINESS MANAGER
Tiffany.Stormo@k12.sd.us

MEMBER DISTRICTS

- Arlington #38-1
- Britton-Hecla #45-4
- Castlewood #28-1
- Clark #12-2
- De Smet #38-2
- Deubrook #5-6
- Deuel #19-4
- Elkton #5-3
- Enemy Swim Day School
- Estelline #28-2
- Florence #14-1
- Hamlin #28-3
- Henry #14-2
- Iroquois #2-3
- Lake Preston #38-3
- Oldham-Ramona #39-5
- Rosholt #54-4
- Rutland #39-4
- Sioux Valley #5-5
- Summit #54-6
- Waubay #18-3
- Waverly #14-5
- Webster Area #18-5
- Willow Lake #12-3
- Wilmot #54-7

Northeast Educational Services Cooperative

P.O. Box 327 • Hayti, South Dakota 57241
605-783-3607 • Fax 605-783-3259

March 17, 2022

Dear NESC Board Members:

Our monthly board meeting will be held on Monday, March 21st, 2022. It will begin at 7:00pm. You may attend the meeting in person, via Zoom, or telephone.

Depending on your preference, information for all three options is below.

Steering Committee will meet at 6:00pm.

Physical location of the meeting:

Lake Area Technical College

1201 Arrow Ave.

Watertown, SD

https://sdk12.zoom.us/meeting/register/tJUrceiqrjwpHNOGVehGKwZqwj_TnWMobx5S

Enclosed are several documents for your review prior to the meeting.

See you Monday, March 21st, 2022 at 7:00pm.

Visioning Committee will meet at 6:00pm.

Sincerely yours,

Andrea Powell

NESC Board of Director's Meeting

Proposed Agenda

Date: March 21st, 2022

Time: 7:00P.M.

Lake Area Technical College (LATC)

1. Call to order
2. Introduction of guests
3. Public Comment
4. Agenda review, changes, and approval
5. Conflicts of Interest
6. Approval of February 2022 financial report
7. Consent Agenda
 - a. Approval February 21st, 2022 meeting minutes
 - b. Approval of payment of March 2022 budget claims
 - c. Lake Preston is opening a Center Base program
 - d.
8. Discussion Items
 - a. Assistant Director report
 - b. Director report
 - c. Visioning Committee Report
 - d. Basin quote and front drainage issue
 - e. Carpet concerns and potential remediation
 - f. SWWC days within the Cooperative
9. Executive Session
 - a. Personnel –SDCL 1-25-2(1). Discussing the qualifications, competence, performance, character, or fitness of any public officer or employer or prospective public officer or employee.
10. Action Items
 - a. Action on Request for 9-month payout by Melody Wenz
 - b. Action on Basin Construction Quote
 - c. Action on SWWC contract moving to .75FTE
 - d.
11. Adjourn

Next Meeting is March 21, 2022 at 7:00 P.M.

NORTHEAST EDUCATIONAL SERVICES COOPERATIVE
STATEMENT OF CASH RECEIPTS, DISBURSEMENTS, AND CASH BALANCES

	General Fund (10)	Special Education Fund (22)	Custodial Fund (71)	TOTAL ALL FUNDS
CASH BALANCE				
February 1, 2022	\$165,564.71	\$886,332.75	\$7,636.81	\$1,059,534.27

Receipts:

Local Sources:

1312 Center Base Tuition		\$66,232.80		\$66,232.80
1332 Extended School Year Tuition				\$0.00
1510 Interest	\$2.98	\$356.10		\$359.08
1941 ESA 1 OTHER SOURCES				\$0.00
1941 ESA 1 LEA Assessments				\$0.00
1941 Shared Services LEAs				\$0.00
1950 Refund Prior Year Expense				\$0.00
1990 Entry Fee				\$0.00
1990 SPED Assessments	\$625.35	\$103,708.87		\$104,334.22
1990 Reading Recovery	\$903.48			\$903.48
1990 Reading Recovery-Other LEAs				\$0.00
1990 Miscellaneous			\$1,943.32	\$1,943.32
1990 Northern Plains				\$0.00
1990 Special Projects-Indirect Cost				\$0.00
1990 Drug & Alcohol Pool				\$0.00
1990 Expensed Mileage				\$0.00

State Sources:

3119 Grants-in-Aid: Ed. Specialist		\$43,470.39		\$43,470.39
3900 Part C Funds		\$4,049.13		\$4,049.13
3900 Part B Funds				\$0.00
3900 ESA 1				\$0.00

Federal Sources:

4129 CRF				\$0.00
4175 IDEA Part B 611		\$250,198.00		\$250,198.00
4175 IDEA Part B 611-Private				\$0.00
4186 IDEA Part B 619		\$7,768.00		\$7,768.00

Other Receipts:

120 Accounts Receivable				\$0.00
140 Due from other Governments				\$0.00
Other Receipts				\$0.00

Total Monthly Receipts	\$1,531.81	\$475,783.29	\$1,943.32	\$479,258.42
Balance Frwd plus Revenue to date	\$167,096.52	\$1,362,116.04	\$9,580.13	\$1,538,792.69
Manual Journal Entry				\$0.00
Manual Journal Entry Revenue				\$0.00
Less Salaries & Disbursements				
Salaries	\$9,725.71	\$311,593.12		\$321,318.83
Disbursements	\$11,998.83	\$49,170.95	\$1,888.15	\$63,057.93
Less Total Salaries & Disbursements	\$21,724.54	\$360,764.07	\$1,888.15	\$384,376.76
CASH BALANCE				
February 28, 2022	\$145,371.98	\$1,001,351.97	\$7,691.98	\$1,154,415.93

Balance Sheet

Clearing Account XX-101-002	\$0.00	\$0.00	\$0.00	\$0.00
Checking Account XX-101	\$2.35	\$487,878.96	\$7,691.98	\$495,573.29
Money Market Savings XX-105	\$145,369.63	\$426,018.95	\$0.00	\$571,388.58
Certificates of Deposit XX-106	\$0.00	\$82,454.06	\$0.00	\$82,454.06
Imprest XX-108	\$0.00	\$5,000.00	\$0.00	\$5,000.00
TOTALS	\$145,371.98	\$1,001,351.97	\$7,691.98	\$1,154,415.93
Cash & Balance Sheet difference	\$0.00	\$0.00	\$0.00	\$0.00

Regular; Processing Month 02/2022; Accounts to Include Accounts with Activity; Fund Number 10, 22

Fund: 10 GENERAL FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
10 1510	INTEREST	325.00	2.98	440.59	135.57	(115.59)
10 1941 015	SHARED SERVICES-1 REV OTHER SOURCES-LEAs	74,760.04	0.00	74,760.04	100.00	0.00
10 1990 009	NON-SP.ED. ASSESSMENTS	7,503.93	625.35	5,002.80	66.67	2,501.13
10 1990 012	READING RECOVERY ASSESSMENTS	21,699.15	903.48	18,085.30	83.35	3,613.85
10 1990 013	READING RECOVERY-OTHER LEAs	5,712.23	0.00	0.00	0.00	5,712.23
10 1990 018	MISCELLANEOUS	0.00	0.00	153.20	0.00	(153.20)
10 1990 073	D&A POOL ASSESSMENTS	13,000.00	0.00	3,431.81	26.40	9,568.19
10 1990 200	EXPENSED MILEAGE FROM SPED	259,330.00	0.00	125,630.76	48.44	133,699.24
Subtotal: LOCAL SOURCES		382,330.35	1,531.81	227,504.50	59.50	154,825.85
10 4175 022	REGULAR IDEA PART B - MTSS	79,343.62	0.00	0.00	0.00	79,343.62
10 4195 126	GEER 1	440.55	0.00	0.00	0.00	440.55
Subtotal: FEDERAL SOURCES		79,784.17	0.00	0.00	0.00	79,784.17
10 5130	SALE OF SURPLUS PROPERTY	0.00	0.00	710.00	0.00	(710.00)
10 5140	COMPENSATION FOR LOSS OF ASSET	0.00	0.00	3,045.00	0.00	(3,045.00)
Subtotal: 5000		0.00	0.00	3,755.00	0.00	(3,755.00)
Fund Total:		462,114.52	1,531.81	231,259.50	50.04	230,855.02

Regular; Processing Month 02/2022; Accounts to Include Accounts with Activity; Fund Number 10, 22

Fund: 22 SPECIAL EDUCATION FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
22 1312	TUITION-CENTER BASE	645,967.38	66,232.80	431,655.40	66.82	214,311.98
22 1312 100	TUITION-ESY	100,000.00	0.00	94,434.82	94.43	5,565.18
22 1510	INTEREST	1,700.00	356.10	2,115.54	124.44	(415.54)
22 1990 003	SPED ASSESSMENTS	1,244,505.79	103,708.87	829,670.96	66.67	414,834.83
22 1990 018	MISCELLANEOUS	5,000.00	0.00	1,343.65	26.87	3,656.35
22 1990 019	SPECIAL PROJECTS INDIRECT COSTS	5,000.00	0.00	0.00	0.00	5,000.00
22 1990 021	DISTRICT ENTRY FEE	21,855.40	0.00	0.00	0.00	21,855.40
Subtotal: LOCAL SOURCES		2,024,028.57	170,297.77	1,359,220.37	67.15	664,808.20
22 3119 071	STATE GRANTS-IN-AID: ED.SPEC.	135,110.68	43,470.39	43,470.39	32.17	91,640.29
22 3900 013	STATE REVENUE: PART C FUNDS	40,000.00	4,049.13	29,123.65	72.81	10,876.35
22 3900 014	STATE REVENUE: PART B FUNDS	4,500.00	0.00	8,442.56	187.61	(3,942.56)
Subtotal: STATE SOURCES		179,610.68	47,519.52	81,036.60	45.12	98,574.08
22 4175 475	REGULAR IDEA PART B 611	1,940,036.00	212,757.00	931,229.00	48.00	1,008,807.00
22 4186 486	REGULAR IDEA PART B 619	54,469.00	4,316.00	27,245.00	50.02	27,224.00
22 4192 477	IDEA PT B 611 - ARP	443,358.00	37,441.00	201,870.00	45.53	241,488.00
22 4193 488	IDEA PT B 619 - ARP	39,257.00	3,452.00	17,248.00	43.94	22,009.00
22 4195 126	GEER 1	7,954.45	0.00	0.00	0.00	7,954.45
Subtotal: FEDERAL SOURCES		2,485,074.45	257,966.00	1,177,592.00	47.39	1,307,482.45
Fund Total:		4,688,713.70	475,783.29	2,617,848.97	55.83	2,070,864.73

Revenue Summary Report
Processing Month: 02/2022

Regular; Processing Month 02/2022; Accounts to Include Accounts with
Activity; Fund Number 10, 22

	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
Grand Total:	5,150,828.22	477,315.10	2,849,108.47	55.31	2,301,719.75

EXPENDITURE SUMMARY
Regular; Processing Month 02/2022; Fund Number 10, 22

Account Number	Account Description	BUDGET	CURRENT MO.EXP.	EXP.TO DATE	% OF BUDGET	BALANCE AT EOM
10	GENERAL FUND					
1111	READING RECOVERY	\$27,411.38	\$1,720.36	\$15,763.34	57.51	\$11,648.04
2219	OTHER IMPROVEMENTS-INSTRUCTION	\$154,103.66	\$4,689.20	\$38,509.41	24.99	\$115,594.25
2227	TECHNOLOGY SUPPORT	\$7,845.99	\$637.70	\$4,304.61	54.86	\$3,541.38
2319	BOARD OF EDUCATION SERVICES	\$13,023.30	\$813.47	\$10,260.68	78.79	\$2,762.62
2329	ADMINISTRATION	\$31,608.50	\$2,353.72	\$19,482.70	61.64	\$12,125.80
2529	ADMINISTRATION-FISCAL SERVICES	\$9,616.41	\$696.16	\$6,117.05	63.61	\$3,499.36
2542	OPERATION & MAINTENANCE BLDGS.	\$4,483.28	\$173.43	\$1,640.36	36.59	\$2,842.92
2545	VEHICLE SERVICE	\$221,022.00	\$10,640.50	\$139,271.51	63.01	\$81,750.49
2551	DRUG & ALCOHOL TESTING POOL	\$13,000.00	\$0.00	\$4,962.52	38.17	\$8,037.48
10	GENERAL FUND	\$482,114.52	\$21,724.54	\$240,312.18	49.85	\$241,802.34
22	SPECIAL EDUCATION FUND					
1221	EXTENDED SCHOOL YEAR	\$100,000.00	\$0.00	\$94,434.82	94.43	\$5,565.18
1223	CENTER BASE DAY PROGRAMS	\$645,967.38	\$56,959.22	\$357,268.29	55.31	\$288,699.09
1226	EARLY CHILDHOOD SERVICES	\$404,163.17	\$28,770.56	\$196,022.26	48.50	\$208,140.91
1227	PROLONGED ASSISTANCE PROGRAMS	\$0.00	\$0.00	\$8,378.69	0.00	(\$8,378.69)
2142	PSYCHOLOGICAL SERVICES	\$694,949.99	\$51,009.50	\$362,914.65	52.22	\$332,035.34
2152	SPEECH PATHOLOGY SERVICES	\$1,214,184.96	\$93,717.46	\$608,817.32	50.14	\$605,367.64
2171	PHYSICAL THERAPY	\$299,827.52	\$21,147.31	\$184,586.10	61.56	\$115,241.42
2172	OCCUPATIONAL THERAPY	\$549,171.03	\$36,508.24	\$276,877.49	50.42	\$272,293.54
2213	PROFESSIONAL DEVELOPMENT/PRESERVICE&TCAP	\$2,500.00	\$0.00	\$0.00	0.00	\$2,500.00
2219	OTHER IMPROVEMENTS-INSTRUCTION	\$135,110.68	\$6,784.68	\$56,368.32	41.72	\$78,742.36
2227	TECHNOLOGY SUPPORT	\$79,331.76	\$6,436.36	\$43,432.57	54.75	\$35,899.19
2319	BOARD OF EDUCATION SERVICES	\$101,346.66	\$8,225.00	\$77,759.05	76.73	\$23,587.61
2329	ADMINISTRATION	\$319,597.00	\$23,264.55	\$195,440.70	61.15	\$124,156.30
2529	ADMINISTRATION-FISCAL SERVICES	\$97,232.58	\$7,038.81	\$61,850.08	63.61	\$35,382.50
2542	OPERATION & MAINTENANCE BLDGS.	\$45,330.97	\$1,753.78	\$16,586.16	36.59	\$28,744.81
22	SPECIAL EDUCATION FUND	\$4,688,713.70	\$341,615.47	\$2,540,736.50	54.19	\$2,147,977.20
Grand Total:		\$5,170,828.22	\$363,340.01	\$2,781,048.68	53.78	\$2,389,779.54

Regular; Beginning Month 02/2022; Processing Month 02/2022; Accounts to Include Accounts with Activity; Fund Number 71

Fund: 71 AGENCY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
71 430 800	IMPREST ACCOUNT	5,000.00	836.31	0.00	0.00	4,163.69
71 453	SANFORD FLEX	2,636.81	1,051.84	1,943.32	0.00	3,528.29
	Fund Total: 71	<u>7,636.81</u>	<u>1,888.15</u>	<u>1,943.32</u>	<u>0.00</u>	<u>7,691.98</u>

Northeast Educational Services Cooperative
Board of Directors Meeting
Monday, February 21, 2022

The Board of Directors for the Northeast Educational Services Cooperative (NESC) met in regular session on Monday, February 21, 2022 via Zoom. The meeting was called to order by President Schuurman at 7:01 P.M. and adjourned at 7:38 P.M.

Members present:

Jolene King, Arlington; Alisha Nielsen, Castlewood; Malory McIntire, Clark; Barb Asleson, De Smet; Carie Knutson & Laura Crooks – entered at 7:21 P.M., Deubrook; Michelle Prins, Deuel; Arend Schuurman, Elkton; Chris Verhoek, Estelline; Joe Homola, Hamlin; Paula Blue, Henry; Lana Sand, Rosholt – entered at 7:12 P.M.; Ryan Olson, Rutland – entered at 7:19 P.M.; Lisa Amdahl, Summit – entered at 7:03 P.M.; Penny Thyen, Waverly/South Shore; Martin Looyenga, Webster; Tia Felberg, Willow Lake

Absent:

Gary Brassfield, Britton-Hecla; Lisa Lauterhahn, Enemy Swim Day School; Jon Kahnke, Florence; Greg Bich, Iroquois; Jerod Olson, Lake Preston; Brian Hanson, Oldham/Ramona; David Squires, Sioux Valley; Art Berger, Waubay; Mary Campbell, Wilmot

Others Attending:

NESC Staff Representatives: Shelly Skogstad, Kris Street, Melissa Gent, Stephanie Hayunga – entered at 7:18 P.M.
Member District Superintendents: Mitch Reed, Florence; Todd Obele, Henry – entered at 7:21 P.M.
NESC Administration: Andrea Powell, Director; Tiffany Stormo, Business Manager; Tim Frewing, Assistant Director

Call to Order

President Schuurman called the meeting to order at 7:01 P.M.

Agenda review, changes, and approval

Action #22-54 Motion by J. King, second by M. McIntire, to approve the agenda as presented. All present voted, motion carried.

Introduction of Guests

Shelly Skogstad, Kris Street, Melissa Gent and Mitch Reed were introduced as guests.

Public Comment

No public comments were presented.

Conflicts of Interest

No conflicts of interest were presented.

Financial Report

Action #22-55 Motion by J. Homola, second by M. Looyenga, to approve the financial report for the period ending January 31, 2022. All present voted, motion carried.

	<u>General Fund</u>	<u>Special Education Fund</u>	<u>Agency Fund</u>
January 1, 2022	\$114,539.19	\$912,089.21	\$6,758.24
<u>Receipts:</u>			
Local Sources	\$72,468.62	\$170,157.21	\$2,025.32
State Sources		\$3,390.04	
Federal Sources		\$202,459.00	
Other	\$26.01	\$262.99	
<u>Total Monthly Receipts</u>	<u>\$72,494.63</u>	<u>\$376,269.24</u>	<u>\$2,025.32</u>
Total Gross Receipts	\$187,033.82	\$1,288,358.45	\$8,783.56
Manual Journal Entries			
Less Salaries	\$9,807.72	\$308,416.32	
Less Disbursements	\$11,661.39	\$93,609.38	\$1,146.75
<u>Total Salaries & Disbursements</u>	<u>\$21,469.11</u>	<u>\$402,025.70</u>	<u>\$1,146.75</u>
Ending Cash Balance			
January 31, 2022	\$165,564.71	\$886,332.75	\$7,636.81

Consent Agenda

Action #22-56 Motion by J. King, second by P. Blue to approve the following items on the Consent Agenda: 8a) Approval of January 17, 2022 Board of Directors meeting minutes; 8b) Approval of payment of February 2022 budget claims. All present voted, motion carried.

February 2022 Accounts Payable

General Fund: APPLE INC. IPADS 202.05;AUTOMAXX CDJR, INC. MAINT 60.00; BMO MASTERCARD PURCH SVCS, TRAVEL, PHONE, SPLS 131.84;BULLERT AUTO MAINT 163.49; CENEX FLEETCARD GASOLINE 6,045.64;CENTURY BUSINESS PRODUCTS, INC COPIER MAINT CONTRACT 6.37;DON'S BODY SHOP MAINT 55.00;DUST TEX SERVICE, INC. JAN 2022 RUG RENT 5.00;GLASS PRODUCTS INC. BUILD MAINT 11.94;HAMLIN COUNTY FARMERS COOP MAINT & GASOLINE 1,011.06;MEIER, MICHELLE MI REIMB 39.51;NESC PAYROLL FEB 2022 9,725.71; OTTERTAIL POWER CO. ELEC 60.68;PALMLUND AUTOMOTIVE MAINT 292.44;QUAM, BERGLIN & POST, P.C. FY21 AUDIT 778.50;READING RECOVERY COUNCIL OF N.AMERICA K.N. MEMBER DUES 80.00; ROB'S AUTO REPAIR MAINT 2,007.52; SANFORD HEALTH PLAN HSA/FSA FEES 13.00; SASD A.P., T.F. TITLE IX REGIS 27.00; TOWN OF HAYTI WATER 21.87; TWIN VALLEY TIRE, INC - WEBSTER MAINT 180.79;W.W. TIRE SERVICE MAINT 148.06; WATERTOWN PUBLIC OPINION MINUTES 20.08; WEBSTER AUTO CARE MAINT 616.99;WEBSTER TIRE MAINT 20.00

Fund Total: \$21,724.54

Special Education Fund: APPLE INC. IPADS 2,042.95; BMO MASTERCARD PURCH SVCS, TRAVEL, PHONE, SPLS 14,691.80; BRITTON-HECLA SCHOOL DISTRICT JAN 2022 MI 15.54; CASTLEWOOD SCHOOL DISTRICT JAN 2022 USE FEE 862.63; CENTURY BUSINESS PRODUCTS, INC COPIER MAINT CONTRACT 64.40; DUBRO, ANGEL MI REIMB 125.16; DUST TEX SERVICE, INC. JAN 2022 RUG RENT 50.59; GLASS PRODUCTS INC. BUILD MAINT 120.77; HAMLIN SCHOOL DISTRICT JAN 2022 USE FEE 1,475.10; HAYUNGA, STEPHANIE AOTA DUES 220.00; HUYVAERT, NICOL AOTA DUES 220.00; KELLER-KNUDSON, CHERYL ASHA DUES 225.00; NESC PAYROLL FEB 2022 311,593.12; PARENT JAN MI 65.52;OTTERTAIL POWER CO. ELEC 613.54; QUAM, BERGLIN & POST, P.C. FY21 AUDIT 7,871.50; SANFORD HEALTH PLAN HSA/FSA FEES 131.40 SASD A.P., T.F. TITLE IX REGIS 273.00; SW/WC SERVICE COOPERATIVE BEHAVIOR ANALYST CONTRACT 18,923.98; TOWN OF HAYTI WATER 221.13; WATERTOWN PUBLIC OPINION MINUTES 203.00; WEBSTER SCHOOL DISTRICT JAN 2022 USE FEE 690.10; WENZ, MELODY NOV 21 - JAN 22 MI 63.84

Fund Total: \$360,764.07

Discussion Items

Assistant Director's Report

Assistant Director Frewing gave his monthly report.

Director's Report

Director Powell gave her monthly report.

Audit Report for FY21

Business Manager Stormo reviewed the FY21 audit report provided by Quam, Berglin and Post, P.C.

Performance Survey Results

Director Powell discussed with the board the results of the Performance Surveys from districts.

Child Count December 1, 2021

Director Powell provided information about NESC Child Count.

ESY Rates for 2022

Assistant Director Frewing shared information about ESY rates for 2022. He recommended that the board adopt the increase in rates.

Executive Session

Action #22-57 Pursuant to – Personal SDCL 1-25-2(1) Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee. Motion by T. Felberg, second by J. Homola to enter executive session at 7:19 P.M. All present voting in favor, motion carried.

President Schuurman declared the board out of executive session at 7:24 P.M.

Action #22-58 Pursuant to Negotiations – SDCL 1-25-2(4) Preparing for contract negotiations or negotiating with employees or employee representatives. Motion by M. McIntire, second by M. Prins to enter executive session at 7:26 P.M. All present voting in favor, motion carried.

President Schuurman declared the board out of executive session at 7:32 P.M.

Action Items after Executive Session

Approval of Audit Report for FY21

Action #22-59 Motion by J. Homola, second by A. Nielsen, to approve Quam, Berglin, & Post, P.C. Audit Report for FY21. All present voting in favor, motion carried.

Approval of ESY Rates for 2022

Action #22-60 Motion by L. Sand, second by C. Knutson, to approve the ESY rates for 2022. The hourly pay for current NESC staff will be based on their 21-22 contracts. The pay for other providers will be based on their 21-22 contracts or on our minimum pay rates – whichever is greater. New minimum hourly rates will be \$30.00 for certified staff and \$14.40 for non-certified staff. All present voting in favor, motion carried.

Assistant Director Contract

Action #22-61 Motion by C. Knutson, second by P. Blue to offer contract to Assistant Director Tim Frewing for FY23 with salary to be determined at a later date. All present voting in favor, motion carried.

Approval of LATC Affiliation Agreement

Action #22-62 Motion by J. Homola, second by P. Thyen to approve LATC Affiliation Agreement. All present voting in favor, motion carried.

Approval of Hiring Rodney Freeman

Action #22-63 Motion by J. Homola, second by L. Sand to approve hiring Rodney Freeman as board negotiator for Units 1 and 2. All present voting in favor, motion carried.

Adjournment

Action #22-64 With there being no further business, motion by M. McIntire, second by A. Nielsen, to adjourn. All present voting in favor, motion carried.

The Steering Committee will be meeting via zoom on Monday, March 7, 2022 at 6:00 P.M.

The Steering Committee will be meeting at Lake Area Technical College in Watertown, SD on Monday, March 21, 2022 at 6:00 P.M.

The Steering Committee will be meeting at Lake Area Technical College in Watertown, SD on Monday, March 28, 2022 at 6:00 P.M.

The next NESC Board of Directors meeting will be held at Lake Area Technical College in Watertown, SD on Monday, March 21, 2022 at 7:00 P.M.

Arend Schuurman, President

Tiffany Stormo, Business Manager

Northeast Educational Services Cooperative

MARCH 2022 INVOICES

GENERAL FUND - 10

APPLE INC.	TECH EQ	430.56
AUTOMAXX CDJR, INC.	MAINT	35.29
CENEX FLEETCARD	GASOLINE	6,884.88
CENTURY BUSINESS PRODUCTS, INC	COPIER MAINT CONTRACT	16.17
DUST TEX SERVICE, INC.	FEB 2022 RUG RENT	5.00
EDMENTUM, INC	APEX SEATS	300.00
ESTELLINE COMMUNITY OIL CO.	MAINT	46.10
HAMLIN COUNTY FARMERS COOP	MAINT & GASOLINE	832.39
J&T'S EXHAUST WORLD	MAINT	189.90
JURGENS OIL	MAINT	56.90
NESC IMPREST	IMPREST	56.55
NESC PAYROLL	MARCH 2022	9,700.95
OTTERTAIL POWER CO.	ELEC	63.78
ROB'S AUTO REPAIR	MAINT	1,693.89
RON'S AUTO REPAIR	MAINT	1,273.99
STORMO, BEN	JAN - FEB SNOW REMOVAL	75.60
W.W. TIRE SERVICE	MAINT	637.44
<u>GENERAL FUND TOTAL:</u>		<u>22,299.39</u>

SPECIAL EDUCATION FUND - 22

APPLE INC.	TECH EQ	4,353.44
BRITTON-HECLA SCHOOL DISTRICT	FEB 2022 MI	95.76
CASTLEWOOD SCHOOL DISTRICT	FEB 2022 USE FEE	862.63
CENTURY BUSINESS PRODUCTS, INC	COPIER MAINT CONTRACT	163.49
DUST TEX SERVICE, INC.	FEB 2022 RUG RENT	50.59
HAMLIN SCHOOL DISTRICT	FEB 2022 USE FEE	1,475.10
PARENT	FEB MI REIMB	75.60
NESC IMPREST	IMPREST	779.76
NESC PAYROLL	MARCH 2022	317,078.02
OTTERTAIL POWER CO.	ELEC	644.89
STORMO, BEN	JAN - FEB SNOW REMOVAL	764.40
WEBSTER SCHOOL DISTRICT	FEB 2022 USE FEE	690.10
WENZ, MELODY	FEB MI REIMB	6.72
WIESE, RITA	FEB MI REIMB	31.92
<u>SPECIAL EDUCATION FUND TOTAL:</u>		<u>327,072.42</u>
<u>MARCH 2022 INVOICES TOTAL:</u>		<u>349,371.81</u>

Northeast Educational Services Cooperative

MARCH 2022 BMO INVOICES

GENERAL FUND - 10

BROOKINGS REGISTER	EMPLOYMENT AD	17.28
HAMLIN COUNTY PUBLISHING	EMPLOYMENT AD	42.30
HY-VEE FOOD STORE - BROOKINGS	EE USE ERROR - CREDIT	(64.92)
HY-VEE FOOD STORE	BOA 3/2/22	2.25
ITC TELECOM	FEB PHONE SERVICE	39.15
MADISON DAILY LEADER	EMPLOYMENT AD	10.29
SDSLHA	EMPLOYMENT AD	11.25
TIME MANAGEMENT SYSTEMS, INC	TIME CLOCK	1.78
US POSTAL SERVICE	POSTAGE	3.42
VERIZON WIRELESS	JAN CELL SERVICE	10.80
<u>GENERAL FUND TOTAL:</u>		<u>73.60</u>

SPECIAL EDUCATION FUND - 22

AMERICAN OCCUPATIONAL THERAPY	N.H. CONF REGIS	250.00
BROOKINGS REGISTER	EMPLOYMENT AD	174.72
EVENTBRITE	C.L.SPED CONF REGIS	185.00
HAMLIN COUNTY PUBLISHING	EMPLOYMENT AD	427.70
HY-VEE FOOD STORE	BOA 3/2/22	22.74
ITC TELECOM	FEB PHONE SERVICE	395.84
MADISON DAILY LEADER	EMPLOYMENT AD	103.99
MARSHALL CO. HEALTHCARE CENTER	PT/OT SERVICES	6,313.65
SANFORD WEBSTER MEDICAL CENTER	OT SERVICES	7,225.20
SDSLHA	EMPLOYMENT AD	113.75
TIME MANAGEMENT SYSTEMS, INC	TIME CLOCK	97.09
US POSTAL SERVICE	POSTAGE	50.33
VERIZON WIRELESS	JAN CELL SERVICE	189.32
<u>SPECIAL EDUCATION FUND TOTAL:</u>		<u>15,549.33</u>

MARCH 2022 BMO INVOICES TOTAL:15,622.93



A part of BMO Financial Group

INVOICE

March 05, 2022

Northeast Educational
 310 5th Street
 Hayti, SD 57241

ATTN:

Invoice Number: 0703531-2203

Invoice Amount: \$ 15,622.93

This invoice amount represents the total balances of all Corporate Card accounts for the billing period ending March 05, 2022.

Your payment is due **April 01, 2022**.

Payment will be automatically withdrawn from your bank account if your organization has pre-arranged payment. If not, please remit payment by electronic means or by mailing a cheque for the Invoice amount to the appropriate address below. Payments must be sent with a detailed breakdown of how the payment needs to be applied, including the 16-digit card numbers or billing account and the total amount to be paid.

BMO Harris Accounts		Diners Club Accounts	
Payment By Mail		Payment By Mail	
BMO Harris P.O. Box 5732 Carol Stream, IL 60197-5732		Diners Club P.O. Box 5732 Carol Stream, IL 60197-5732	
Payment By Overnight Delivery		Payment By Overnight Delivery	
FIS BMO Harris Bank Attn: Lockbox# 5732 270 Remington Blvd, Suite B Bolingbrook, IL 60440		FIS BMO Harris Bank Attn: Lockbox# 5732 270 Remington Blvd, Suite B Bolingbrook, IL 60440	

If you have any questions regarding this invoice or supporting documents, please contact Corporate Client Services:

BMO Harris Accounts	Diners Club Accounts
By Phone: 1-855-825-9234	By Phone: 1-800-2-DINERS (1-800-234-6377)
By e-mail: corporate.clientservices@bmo.com	By e-mail: dinersclub.service@bmo.com

Thank you for your continued business.



Please attach a copy of this invoice or the information below this line with your cheque payment.

Northeast Educational
 310 5th Street
 Hayti, SD 57241

Invoice Number: 0703531-2203
 Amount Paid: \$ 15,622.93
 Payment Due Date: April 01, 2022

RUN DATE: 03/07/2022

Transaction Search - Company

All amounts are tax inclusive and displayed in their billing currency

As an administrator you may make adjustments to these transactions

BMO, Statement Period 02/06/2022 to 03/05/2022

Mapped Cards

Billing Account 032312

Posting Date	Tran Date	Account	Supplier	Amount
02/28/2022	02/28/2022	XXXX-XXXX-XXXX-2312	Payment - Automatic Pymt Received	-14,823.64
			Debit Total USD	0.00
			Credit Total USD	-14,823.64
			Total USD	-14,823.64

POWELL ANDREA

Posting Date	Tran Date	Account	Supplier	Amount
02/07/2022	02/03/2022	XXXX-XXXX-XXXX-0787	Hy-Vee Brookings 1039	-64.92 ?
02/24/2022	02/23/2022	XXXX-XXXX-XXXX-0787	Usps Po 4637080684	15.75 ?
			Debit Total USD	15.75
			Credit Total USD	-64.92
			Total USD	-49.17

Center Base Castlewood

Posting Date	Tran Date	Account	Supplier	Amount
02/25/2022	02/24/2022	XXXX-XXXX-XXXX-7409	Eb 2022 South Dakota	185.00 ? !
			Debit Total USD	185.00
			Credit Total USD	0.00
			Total USD	185.00

Admin Nesc

Posting Date	Tran Date	Account	Supplier	Amount
02/25/2022	02/24/2022	XXXX-XXXX-XXXX-7540	Usps Po 4637080684	38.00 ? !
			Debit Total USD	38.00
			Credit Total USD	0.00
			Total USD	38.00

Stormo Tiffany

Posting Date	Tran Date	Account	Supplier	Amount
02/10/2022	02/09/2022	XXXX-XXXX-XXXX-0837	Amazon.Com Vu0ja1v83	59.99 ?
02/14/2022	02/10/2022	XXXX-XXXX-XXXX-0837	Interstate Telecommuni	434.99 ?
02/14/2022	02/12/2022	XXXX-XXXX-XXXX-0837	Vzwrlls My Vz Vb P	200.12 ?

02/15/2022	02/14/2022	XXXX-XXXX-XXXX-0837	Madison Daily Leader	114.28	?
02/15/2022	02/14/2022	XXXX-XXXX-XXXX-0837	Sq The Brookings Regi	192.00	?
02/15/2022	02/14/2022	XXXX-XXXX-XXXX-0837	Pp Hamlincount	470.00	?
02/16/2022	02/14/2022	XXXX-XXXX-XXXX-0837	South Dakota Speech La	125.00	?
02/17/2022	02/16/2022	XXXX-XXXX-XXXX-0837	Amazon.Com	-59.99	?
02/18/2022	02/17/2022	XXXX-XXXX-XXXX-0837	Aota	250.00	?
02/28/2022	02/25/2022	XXXX-XXXX-XXXX-0837	In Time Management Sy	98.87	?
02/28/2022	02/25/2022	XXXX-XXXX-XXXX-0837	Marshall County Health	6,313.65	?
03/01/2022	02/28/2022	XXXX-XXXX-XXXX-0837	Sanford Credit Card Pm	7,225.20	?
03/03/2022	03/02/2022	XXXX-XXXX-XXXX-0837	Hy-Vee Watertown 1871	24.99	?
				Debit Total USD	15,509.09
				Credit Total USD	-59.99
				Total USD	15,449.10

Northeast Educational Services Cooperative
Advisory Board Meeting
Wednesday, March 2, 2022

The Advisory Board for the Northeast Educational Services Cooperative (NESC) met Wednesday, March 2, 2022 via zoom and at Hy-Vee in Watertown, South Dakota. The meeting was called to order by Superintendent P. Books at 10:00 A.M. and adjourned at 11:01 A.M.

Present: Brian Sampson, Arlington; Steve Benson, Britton-Hecla; Peter Books, Castlewood; Travis Ahrens, Clark; Abi Van Regenmorter, DeSmet; Chad Schiernbeck, Deuel; Brian Jandahl, Elkton; Eric Bass, Estelline; ; Patrick Kraning, Hamlin; Mike Ruth, Iroquois; Mike Fischer, Oldham/Ramona; Brian Nelson, Rosholt; Brian Brosnahan, Rutland; Jon Meyer, Waverly/South Shore; Chris Lee, Willow Lake

Absent: Kimberly Kludt, Deubrook; Nadine Eastman, Enemy Swim; Mitch Reed, Florence; Todd Obele, Henry; Dana Felderman, Lake Preston; Laura Schuster, Sioux Valley; Mike Schmidt, Summit; Alan Neville, Waubay; James Block, Webster; Larry Hulscher, Wilmot

Others Attending: Andrea Powell, Director; Tiffany Stormo, Business Manager; Tim Frewing, Assistant Director

ADVISORY BOARD AGENDA

Call to Order

Superintendent P. Books called the meeting to order at 10:00 A.M.

Agenda review, changes, and approval

Motion by S. Benson, second by T. Ahrens to approve the agenda as presented.

Conflicts of Interest

No conflicts of interest were presented.

Financial Report

Business Manager Stormo reviewed the financial report for January 2022.

Motion by P. Kraning, second by M. Fischer to approve January 2022 financial report. All present voting in favor, motion carried.

SWWC Behavior Services

Discussion was held on Behavior Services for FY23.

Prepare Training

Director Powell presented information about an upcoming training for crisis management.

Surveys and Needs Assessment Results

Director Powell shared information about surveys and needs assessment results.

December 1 Child Count Results

Director Powell shared the results of the December 1, 2021 Child Count.

Legislative topics

Discussion was held on legislative topics.

School Psych space

Director Powell asked that districts consider space for psychs when planning rooms and assignments.

Bus Driver

Discussion was held about the new requirements for training bus drivers.

Other topics

No other topics were presented.

Adjournment

There being no further business, motion by E. Bass, second by C. Lee to adjourn. All present voting in favor, motion carried.

The next Board of Advisors' Meeting will be April 6, 2022.

Tiffany Stormo, Business Manager

Melody L. Wenz
1414 1st St.
Britton, SD 57430
(605) 290-8466
melody.wenz@k12.sd.us

March 4, 2022

Andrea Powell and Tim Frewing
Director/Assistant Director
Northeast Services Cooperative
P.O Box 327
Hayti, SD 57241

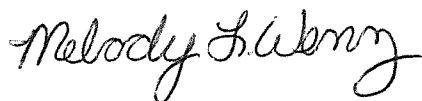
Dear Mrs. Powell, Mr. Frewing, Tiffany Stormo, and NESC Board of Education,

I have requested receiving my June, July, and August pay in May of 2022. I am making this request because my career plans are uncertain. I hope that you are able to grant my request so that I may be able to draw retirement in June of 2022 if that is the path I choose.

I will let you know if I decide to resign prior to signing a new contract. I've requested an early payout prior to contract issues in order to give the business manager time to set up the May payment plan.

If you have any questions, please feel free to call me.

Sincerely,

A handwritten signature in cursive script that reads "Melody L. Wenz".

Melody L. Wenz



PROPOSAL

Basin Construction and Drain Tile
 1212 Basin Rd. Hayti, SD 57241
 605-881-8171
 blake@basintile.com

03/16/2022

QUOTE
 TO Northeast Education Services

JOB		LOCATION		START DATE	
- Gutter Drain and Car Parking Grading		Hayti, SD		Before July 2022	

ITEM	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
10	Mobilization	1.000	LS	\$ 260.00	\$ 260.00
20	6" Gutter Drain	110.000	LF	\$ 18.00	\$1,980.00
25	6" Outlet Pipe	8.000	LF	\$ 32.00	\$ 256.00
30	6" Gutter intake with drive over grate	3.000	PER	\$ 150.00	\$ 450.00
40	Regrade car parking	1.000	LS	\$ 324.00	\$ 324.00
50	1" Crushed Rock to cap car parking	15.000	TON	\$ 37.00	\$ 555.00
60	Reseeding	1.000	LS	\$ 810.00	\$ 810.00
TOTAL:					\$4,635.00

*Prices includes sales and excise taxes.

*Call Blake @ 605-881-8171 with any questions.

*There are cheaper temporary fixes if we want to look at other options but this should be a good long term solution.



Education & Administrative Resources

1420 East College Drive
 Marshall, MN 56258
 www.swsc.org

SWWC Contracts Summary				
		21-22 Contracts	22-23 Contracts	
Member: Northeast Educational Service Cooperative				
Child Count on Contracts		0		0
Membership Dues (One-Time)		\$.00		\$.00
Administrative Solutions				
Environmental/Occupational Health & Safety Management Program		\$.00		\$.00
Health & Safety Management Assistance		\$.00		\$.00
Drug & Alcohol Services		No		No
Regional Management Information Center				
<ul style="list-style-type: none"> • Business/SMART Systems Services • MARSS/Other Revenue Reporting Services • Extended Services Subscription 		\$.00 \$.00 \$.00		\$.00 \$.00 \$.00
Technology Services				
<ul style="list-style-type: none"> • Basic Technology Services • Supplemental Technology Support & Integration Block Hours • Technology Coordinator and/or Integration Services • E-Rate Coordination Services • Comprehensive Cyber Security 		\$.00 \$.00 \$.00 \$.00 \$.00		\$.00 \$.00 \$.00 \$.00 \$.00
Educational Solutions				
Special Education Services (excluding Autism Services):				
<ul style="list-style-type: none"> • School Psychologist • Speech/Language Pathologist • School Social Worker • Teacher of the Visually Impaired • Early Childhood Special Education Teacher • Teacher of the Deaf/Hard of Hearing • Special Education/DAPE Teacher • Occupational Therapy • Occupational Therapy Supervision • Orientation and Mobility Services 		\$.00 \$.00 \$.00 \$.00 \$.00 \$.00 \$.00 \$.00 \$.00 \$.00		\$.00 \$.00 \$.00 \$.00 \$.00 \$.00 \$.00 \$.00 \$.00 \$.00

<ul style="list-style-type: none"> • Physical Therapy • Regional ECSE Coordination • Special Education Cooperative Membership Fee • Shared Special Education Administrative Services • Single District Special Education Administrator 		\$.00		\$.00
		\$.00		\$.00
		\$.00		\$.00
		\$.00		\$.00
		\$.00		\$.00
		\$.00		\$.00
TOTAL SPECIAL EDUCATION SERVICES		\$.00		\$.00
Autism Consultant Services		\$.00		\$.00
Behavior Analytic Services		\$75,696.00 .50 FTE + 30 Days		\$91,250.00 .75 FTE
Mental Health Services		\$.00		\$.00
Shared Services (Standards Alignment, PLCs, Professional Development and Curriculum)		\$.00		\$.00
Teaching & Learning Collaborative Services		\$.00		\$.00
Teaching & Learning Customized Services		\$.00		\$.00
Instructional Coaching for Teachers		\$.00		\$.00
STARRS Online Academy		No		No
TOTAL		\$75,696.00		\$91,250.00

**SWWC SERVICE COOPERATIVE
MEMBERSHIP AGREEMENT
2022-23**

THIS AGREEMENT, is executed this 1st day of February, 2022, (the "Execution Date") by and between SWWC Service Cooperative (hereinafter referred to as "SWWC"), and Northeast Educational Service Cooperative, No. 14201, located at Hayti, South Dakota (hereinafter referred to as the "Member"). The provisions contained herein, along with the addenda and attachments thereto, shall constitute the entire agreement and understanding between the parties.

RECITALS

- A. Pursuant to Minnesota Statute § 123A.21, SWWC was formed to perform planning on a regional basis and to assist in meeting the specific needs of clients in participating school districts, cities, counties, and other governmental agencies that could be better provided by a service cooperative than individually by the members themselves. Minnesota Statute § 123A.21 authorizes SWWC to provide those programs and services which are determined to be priority needs of the particular region pursuant to Minn. Stat. § 123A.21, subd. 7, and to assist in meeting special needs which may arise from the fundamental constraints of SWWC's members.
- B. Membership in SWWC is not compulsory. Members may subscribe to SWWC programs and services available to all members by payment of a one-time membership fee. At its sole option the member may further subscribe to programs and services beyond those offered to all members ("Additional Services"). Individual members shall collectively share in the costs incurred in providing the Additional Services to which they subscribe.
- C. The parties hereto desire to establish a relationship in which SWWC will provide programs and services to the Member and in which the Member will remit payment for such programs and services specified herein.
- D. SWWC and the Member seek to assure a thorough understanding of the obligations assumed by each.

AGREEMENT

1. Dues and Fees.

- a. **Membership Dues.** The SWWC Board of Directors has determined membership fees ("Annual Membership Dues") as follows:
 - **Full Membership:** Open to public school districts, cities, counties, and other governmental agencies as defined in Minnesota Statute (M.S. 471.59) and are within the SWWC region. A one-time fee of \$25 will be assessed.
 - **Associate Membership:** Open to (a) nonpublic schools, partnership agencies, or nonprofit organizations within the SWWC region, and to (b) schools – public and nonpublic, cities, counties, partnership agencies, nonprofit organizations, and other governmental agencies outside the SWWC region. A one-time fee of \$50 will be assessed.
 - b. **Additional Services Fees.** The Additional Service addenda attached hereto reflect each Additional Service subscribed to by the Member. The cost of such Additional Services may be determined by apportioning the approximate cost of each program and service among the members participating in the Additional Service, or may alternatively be determined by a flat fee schedule ("Additional Services Fees"). The attached Additional Service addenda shall state the manner in which the cost of such Additional Service subscribed to shall be calculated during the Term of this Agreement.
2. **Payment.** Unless modified by any addenda attached hereto, all payments due SWWC by Member shall be paid on or before August 15.
 3. **Calculation of Student Enrollment.** If the attached addenda state that the Additional Service Fees are to be assessed on a per student basis, the student enrollment numbers used shall be those identified by the Minnesota Automated Reporting Student System (MARSS) as of the October 1 Fall Enrollment from the second prior fiscal year (20-21). The number of students calculated shall be those enrolled in pre-kindergarten through 12th grade education.
 4. **Indemnification by Member.** The Member shall indemnify and hold SWWC harmless from any and all loss, damage, liability, cost or expense (including reasonable attorneys' fees and expenses) which SWWC may incur or suffer as a result of any claim of any kind whatsoever arising out of:
 - a. any act or omission by Member or any of Member's agents or employees which violates this Agreement;
 - b. any claim for breach of warranty based upon any warranty or representation given or purportedly given by Member, Member's agents or employees which is different from or in addition to written warranties and representations given by SWWC, as amended by from time to time;

- c. third party claim for personal injury, damage, economic loss or other damage, caused by or arising out of the use, creation or production of any products proximately caused by or resulting from the negligence of Member, or the Member's agents or employees;
 - d. any claim for breach of warranty based upon a defect caused by any act or omission by the Member, or the Member's employees or agents; or
 - e. any claim or demand arising from the employment for engagement by Member of any person or entity.
5. **Term; Automatic Renewal.** Unless modified by addenda attached hereto, SWWC's obligations pursuant to this Agreement and any attached addenda shall commence on July 1, 2022 (the "Effective Date") and shall continue for a period of twelve (12) months (the "Initial Term"). This Agreement and all addenda attached hereto shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member delivers (a) written notice to SWWC of the Member's intent to withdraw from all SWWC services ("Notice of Intent to Withdraw"), or (b) written notice of the Member's intent to reduce its participation in any previously subscribed-to Additional Services ("Notice of Intent to Reduce Additional Services") by March 1 preceding the first day of the next Extended Term as set forth in Subsections 5(a) and 5(b) below (the "Notice Deadline").
- a. **Notice of Intent to Withdraw.** The Member may deliver to SWWC a written Notice of Intent to Withdraw from membership and all Additional Services by the Notice Deadline. If not delivered, this Agreement shall renew for the next Extended Term and the Member shall be obligated to pay all dues and fees for the next Extended Term. The Member acknowledges and agrees that failure to provide such Notice of Intent to Withdraw on or before the Notice Deadline shall cause the Term of this Membership Agreement and, notwithstanding the receipt of a timely Notice of Intent to Reduce Additional Services from the Member, the Term of all addenda attached hereto to automatically renew for the next Extended Term. The Member further acknowledges and agrees that the Member may not subscribe to any Additional Service unless membership in SWWC is maintained and continued for the full term of any Additional Service. The Member acknowledges and agrees that if the Member subscribes to any Additional Services that extend over a term of greater than twelve (12) months (referred to herein as an "Obligated Term"), the Member shall be prohibited from withdrawing from membership in SWWC or from such subscribed Additional Service until the Obligated Term of the Additional Service has expired.
 - b. **Notice of Intent to Reduce Additional Services.** The Member may deliver to SWWC a written Notice of Intent to Reduce Additional Services by the Notice Deadline. If not so delivered, the Additional Services shall not be reduced, and the Member shall be obligated to pay all fees for subscribed Additional Services for the next Extended Term. Additionally, a timely Notice of Intent to Reduce Additional Services shall be effective only for those services expiring in the twelve (12) month period following the Notice Deadline and shall not have the effect of reducing the Term of any Additional Services to which the Member has subscribed; each Additional Service to which the Member has subscribed will not be subject to reduction or termination until the expiration date of the current Term of such Additional Service.
6. **Termination.** Notwithstanding any provision in this Agreement to the contrary, this Agreement may be terminated prior to the expiration of the Initial Term or any Extended Term pursuant to any of the following provisions:
- a. **Breach of Agreement.** Either party may terminate this Agreement by delivery of written notice to the other party if the other party breaches any of the terms and conditions of this Agreement; provided, however, if the breach is curable such notice shall not be effective unless and until such breach remains uncured for a period of thirty (30) days after delivery of such notice. If the breach is nonpayment by the Member of monies due to SWWC the cure period shall be ten (10) days, not thirty (30) days.
 - b. **Effect of Termination.** Except as specifically set forth herein, no withdrawal or termination of this Agreement by the Member, whether before or after the Effective Date hereof, and whether voluntary or involuntary, shall relieve the Member of its obligation to pay the full amount due hereunder, including any amounts due pursuant to any attached addenda, nor shall such withdrawal or termination, whether before or after the Effective Date hereof, result in or entitle the Member to the return of any monies previously paid to SWWC for any services subscribed to whether or not such services have been provided or delivered. A breach of this Agreement by SWWC shall entitle the Member to reimbursement of a prorated share of any Additional Service that would remain unused if 1/12 of the service fee were used by SWWC during each month of each Term hereof.
7. **General Provisions.**
- a. **Notices.** Any notice required or permitted to be given under this Agreement shall be deemed to have been duly delivered: (i) when received if delivered by hand; (ii) the same day if delivered by facsimile sent no later than 4:00 pm (receiver's time) on a business day; (iii) the next business day if sent by facsimile on a non-business day

or after 4:00 pm (receiver's time) on a business day; (iv) one (1) business day after placement with a reputable overnight carrier for next morning delivery; or (v) four (4) business days after depositing if placed in the U.S. mails for delivery by registered or certified mail, return receipt requested, postage prepaid and addressed to the appropriate party at the address set forth on the first page of this Agreement. If either party changes its address or facsimile number, such party shall give written notice to the other party of such different address or facsimile number in the manner set forth above.

- b. **Amendment.** The express terms of this Agreement, including all addenda hereto, shall control and supersede any course of performance and/or customary practice inconsistent with such terms. Any agreement between the parties hereafter made shall not change or modify this Agreement unless in writing and signed by the party against whom enforcement of such change or modification is sought.
- c. **Entire Agreement.** This Agreement, together with any addenda referenced herein, constitutes the entire Agreement between the parties and supersedes any and all prior and contemporaneous oral or written understandings between the parties relating to the subject matter hereof.
- d. **Modification and Waiver.** No purported amendment, modification or waiver of any provision hereof shall be binding unless set forth in a writing signed by both parties (in the case of amendments and modifications) or by the party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof.
- e. **Assignment.** The Member shall not assign, transfer or sell all or any part of its rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of SWWC.
- f. **Severability and Interpretation.** In the event that a provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions shall nonetheless be enforced in accordance with their terms. Further, in the event that any provision is held to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and shall be enforced as amended.
- g. **LIMITATION OF REMEDY.** SWWC SHALL HAVE NO LIABILITY TO ANY PERSON FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE.

IN WITNESS WHEREOF, the parties have executed this Agreement in the manner appropriate to each to be effective the day and year entered on the first page hereof.

By signing below, the parties agree to be bound by the terms and conditions set out in the membership agreement, along with the addenda, which are effective on the date of the last signature (the "Effective Date"). The parties consent and agree that this Agreement may be electronically signed. The parties agree the electronic signatures appearing on this Agreement are the same as hand-written signatures for purposes of validity, enforceability, and admissibility.

SC MEMBER

SWWC SERVICE COOPERATIVE

BY: _____
Authorized Signature

BY: _____
Authorized Signature

ADDENDUM L
TO MEMBERSHIP AGREEMENT
STARRS ONLINE ACADEMY
2022-23

Northeast Educational Service Cooperative

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to STARRS Online Academy Services (the "Services"). The Services may include the following: Access to supplemental online learning school. Students enrolled in the STARRS Online Academy will have access to a variety of content courses and elective offerings.
2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC's agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment at the "PER CREDIT RATE" set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in four installments, one of each which is due on or before October 15, December 15, March 15, and July 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability) and instructional materials required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the PER CREDIT RATE set forth below. Districts must provide the student access to a laptop, desktop or chrome book and ensure the student has access to high-speed internet. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
5. The dates and times for the furnishing of the Services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the PER CREDIT RATE as set forth below. A minimum of twelve credits are required to enroll in the Services.

PER CREDIT RATE \$.00

7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

**NORTHEAST EDUCATIONAL SERVICES COOPERATIVE
BOARD OF DIRECTORS MEETING
Monday, March 21, 2022 - 7:00 P.M.**

1. Call to Order
2. Introduction of guests
3. Public Comment
4. Agenda review, changes, and approval
5. Conflicts of Interest
6. Approval of February 2022 financial report
7. Consent Agenda
 - a. Approval of February 21, 2022 meeting minutes

- b. Approval of payment of March 2022 budget claims

- c. Lake Preston is opening a Center Base program

- d. _____

8. Discussion Items

- a. Assistant Director Report

- b. Director Report

- c. Vision Committee Report

- d. Basin quote and front drainage issue

- e. Carpet concerns and potential remediation

- f. SWWC days within the Cooperative

9. Executive session

- a. Personnel--SDCL 1-25-2(1). Discussing the qualifications, competence, performance, character, or fitness of any public officer or employer or prospective public officer or employee.

10. Action items

- a. Action on Request for 9-month payout by Melody Wenz
- b. Action on Basin Construction Quote
- c. Action on SWWC contract moving to .75FTE
- d.

11. Adjourn