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

July 13th, 2023

Dear NESC Board Members:

Our monthly board meeting will be held on Monday, July 17th, 2023. 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.

Physical location of the meeting:

Lake Area Technical College
1201 Arrow Ave.
Watertown, SD

Zoom:

https://sdk12.zoom.us/meeting/register/tJYrfu6spzsiHNTKSnm3ZrX8k0Iz1uRIK8ks

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

See you Monday, July 17th, 2023 at 7:00pm.

Sincerely yours,

Andrea Powell

NESC Board of Director's Meeting

NESC Board of Director's Meeting
Proposed Agenda
Date: July 18, 2023
Time: 7:00PM
Location: Lake Area Technical College

2022-2023 Fiscal Year

1. Call to Order
2. Agenda review, changes, and approval
3. Introduction of guests
4. Public Comment
5. Conflict of Interest
6. Approval of June 2023 financial report
7. Consent agenda
    - A. Approval of June 19, 2023, minutes
    - B. Approval of payment of final FY23 budget claims
8. Appoint Business Manager as President Pro-Tem
9. Adjourn meeting for FY 23

2023-2024 Fiscal Year

1. Call meeting to order
2. Elect President
3. Elect Vice President
4. FY 24 budget hearing
5. Adopt FY 24 budget
6. Consent Agenda
    - A. Approval of July 2023 claims
    - B. Designate official Depository- Reliabank, Hayti, SD
    - C. Authorize official newspaper-Watertown Public Opinion
    - D. Designate Business Manager as official custodian of accounts
    - E. Adopt travel rates
        - I. In state-$.51 per mile, $6 breakfast, $14 noon lunch, $20 dinner, actual cost for lodging
        - II. Out of state-$.51 per mile, $10 breakfast, $18 noon lunch, $28 dinner, actual cost for lodging
    - F. Appoint Title IX and 504 Coordinator- Tim Frewing
    - G. Designate Director Powell and Business Manager Stormo as federal program agents
    - H. Designate Director Powell and Business Manager Stormo as purchasing agents
    - I. Set Board of Directors' pay for special committee meetings: $60 per meeting; $.51 per mile
    - J. Approval of hire:
        - I. Kayla Miller, academic evaluator
        - II. Chelsey Karst, paraprofessional, Webster
    - K. Approval of resignation:

I. Rita Wiese, effective end of 2023-24 school year- Thank you for your 37 years of service!

L. Approval of 9-month payout: Rita Wiese

M. Approval of Ted Williams and Stephanie Sorenson contract for psych services

N. Approval of Jay Trenhaile contract for psych services

O. Approval of Rick Picasso contracted services for school psych

P. Approval to use signature stamp for Business Manager and Board President

7. Discussion Items

A. Assistant Director's Report

B. Director's Report

C. NESC Board of Directors- District representatives for 2023-24 and preferred method of receiving board materials

D. Edmentum contract amendment

E. Bylaws and policy handbook discussion

8. Executive Session:

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

9. Action Items

A. Amend Lisa Reinhiller's contract dates and years of experience

B. Approval of Edmentum contract amendment

C. Designate Legal Counsel

D. Adopt changes to Bylaws and Policy Handbook

10. Adjourn

Next Meeting will be held August 21, 2023 at 7:00pm.

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 June 1, 2023	$169,729.43	$1,266,799.30	$15,091.12	$1,451,619.85
Receipts:				
Local Sources:				
1312 Center Base Tuition		$56,054.40		$56,054.40
1332 Extended School Year Tuition				$0.00
1510 Interest	$30.92	$234.64		$265.56
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	$926.12	$90,492.94		$91,419.06
1990 Reading Recovery				$0.00
1990 Reading Recovery-Other LEAs				$0.00
1990 Miscellaneous	$249.57	$4,053.43	$1,941.63	$6,244.63
1990 Northern Plains	$32,777.00			$32,777.00
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				$0.00
3900 Part C Funds		$3,579.80		$3,579.80
3900 Part B Funds				$0.00
3900 ESA 1				$0.00
Federal Sources:				
4175 MTSS				$0.00
4175 IDEA Part B 611		$148,349.00		$148,349.00
4175 IDEA Part B 611-Private				$0.00
4186 IDEA Part B 619		$4,992.00		$4,992.00
Other Receipts:				
120 Accounts Receivable				$0.00
140 Due from other Governments		$6,480.21		$6,480.21
Other Receipts	$4,599.00			$4,599.00
				$0.00
Total Monthly Receipts	**$38,582.61**	**$314,236.42**	**$1,941.63**	**$354,760.66**
Balance Frwd plus Revenue to date	$208,312.04	$1,581,035.72	$17,032.75	$1,806,380.51
Manual Journal Entry				$0.00
Manual Journal Entry Revenue				$0.00
Less Salaries & Disbursements				
Salaries	$6,437.41	$328,049.09		$334,486.50
Disbursements	$14,458.37	$70,363.16	$4,402.21	$89,223.74
Less Total Salaries & Disbursements	**$20,895.78**	**$398,412.25**	**$4,402.21**	**$423,710.24**
CASH BALANCE June 30, 2023	**$187,416.26**	**$1,182,623.47**	**$12,630.54**	**$1,382,670.27**

Balance Sheet

Clearing Account XX-101-002	$0.00	$0.00	$0.00	$0.00
Checking Account XX-101	$3.57	$378,741.84	$12,630.54	$391,375.95
Money Market Savings XX-105	$187,412.69	$715,518.16	$0.00	$902,930.85
Certificates of Deposit XX-106	$0.00	$83,363.47	$0.00	$83,363.47
Imprest XX-108	$0.00	$5,000.00	$0.00	$5,000.00
TOTALS	**$187,416.26**	**$1,182,623.47**	**$12,630.54**	$1,382,670.27
Cash & Balance Sheet difference	$0.00	$0.00	$0.00	$0.00

Regular; Processing Month 06/2023; Accounts to Include Accounts with Activity; Fund Number 10, 22

Fund: 10 GENERAL FUND

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
10 1510	INTEREST	325.00	30.92	387.63	119.27	(62.63)
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	11,482.55	926.12	11,482.80	100.00	(0.25)
10 1990 012	READING RECOVERY ASSESSMENTS	3,627.84	0.00	3,627.84	100.00	0.00
10 1990 018	MISCELLANEOUS	0.00	249.57	615.35	0.00	(615.35)
10 1990 073	D&A POOL ASSESSMENTS	13,000.00	0.00	13,000.00	100.00	0.00
10 1990 200	EXPENSED MILEAGE FROM SPED	274,240.00	48,974.68	241,338.26	88.00	32,901.74
	Subtotal: LOCAL SOURCES	377,435.43	50,181.29	345,211.92	91.46	32,223.51
10 4175 022	REGULAR IDEA PART B - MTSS	69,788.52	31,144.66	69,635.48	99.78	153.04
	Subtotal: FEDERAL SOURCES	69,788.52	31,144.66	69,635.48	99.78	153.04
10 5130	SALE OF SURPLUS PROPERTY	0.00	0.00	12,450.00	0.00	(12,450.00)
10 5140	COMPENSATION FOR LOSS OF ASSET	0.00	4,599.00	9,872.79	0.00	(9,872.79)
	Subtotal: 5000	0.00	4,599.00	22,322.79	0.00	(22,322.79)
	Fund Total:	447,223.95	85,924.95	437,170.19	97.75	10,053.76

Regular; Processing Month 06/2023; Accounts to Include Accounts with Activity; Fund Number 10, 22

Fund: 22 SPECIAL EDUCATION FUND

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
22 1312	TUITION-CENTER BASE	843,439.94	56,054.40	800,001.96	94.85	43,437.98
22 1312 100	TUITION-ESY	105,000.00	0.00	87,478.25	83.31	17,521.75
22 1510	INTEREST	1,700.00	234.64	3,466.94	203.94	(1,766.94)
22 1990 003	SPED ASSESSMENTS	1,330,093.70	90,492.94	1,314,594.28	98.83	15,499.42
22 1990 018	MISCELLANEOUS	5,000.00	4,053.43	10,480.11	209.60	(5,480.11)
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	22,004.91	0.00	33,804.47	153.62	(11,799.56)
22 1990 475	MOE - IDEA CARRYOVER	0.00	0.00	0.00	0.00	0.00
	Subtotal: LOCAL SOURCES	2,312,238.55	150,835.41	2,249,826.01	97.30	62,412.54
22 3119 071	STATE GRANTS-IN-AID: ED.SPEC.	148,674.03	44,104.42	147,790.53	99.41	883.50
22 3900 013	STATE REVENUE: PART C FUNDS	40,000.00	3,579.80	39,752.34	99.38	247.66
22 3900 014	STATE REVENUE: PART B FUNDS	4,500.00	0.00	8,755.78	194.57	(4,255.78)
	Subtotal: STATE SOURCES	193,174.03	47,684.22	196,298.65	101.62	(3,124.62)
22 4175 475	REGULAR IDEA PART B 611	2,028,740.00	570,868.00	2,044,240.00	100.76	(15,500.00)
22 4175 476	REGULAR IDEA PART B 611-PRIVATE SCHOOL	7,927.00	0.00	0.00	0.00	7,927.00
22 4186 486	REGULAR IDEA PART B 619	57,296.00	16,761.00	57,296.00	100.00	0.00
	Subtotal: FEDERAL SOURCES	2,093,963.00	587,629.00	2,101,536.00	100.36	(7,573.00)
22 5110	OPERATING TRANSFER IN	0.00	0.00	50,000.00	0.00	(50,000.00)
	Subtotal: 5000	0.00	0.00	50,000.00	0.00	(50,000.00)
	Fund Total:	4,599,375.58	786,148.63	4,597,660.66	99.96	1,714.92

Regular; Processing Month 06/2023; Accounts to Include Accounts with Activity; Fund Number 10, 22

	Revised Budget	During Month	To Date	% of Budget	Budget Balance
Grand Total:	5,046,599.53	872,073.58	5,034,830.85	99.77	11,768.68

Northeast Educational Services Cooperative
07/13/2023 8:46 AM

EXPENDITURE SUMMARY

Regular; Processing Month 06/2023; 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	$3,627.84	$0.00	$0.00	0.00	$3,627.84
2219	OTHER IMPROVEMENTS-INSTRUCTION	$144,548.56	$4,015.11	$40,286.05	27.87	$104,262.51
2227	TECHNOLOGY SUPPORT	$8,042.17	$471.05	$8,853.48	110.09	($811.31)
2319	BOARD OF EDUCATION SERVICES	$14,261.25	$203.96	$10,397.85	72.91	$3,863.40
2329	ADMINISTRATION	$34,478.48	$2,844.82	$30,643.69	88.88	$3,834.79
2529	ADMINISTRATION-FISCAL SERVICES	$12,082.85	$729.40	$11,325.99	93.74	$756.86
2542	OPERATION & MAINTENANCE BLDGS.	$4,618.28	$216.29	$2,736.06	59.24	$1,882.22
2545	VEHICLE SERVICE	$287,564.52	$14,335.41	$245,253.65	85.29	$42,310.87
2551	DRUG & ALCOHOL TESTING POOL	$13,000.00	$2,470.54	$8,940.07	68.77	$4,059.93
8110	OPERATING TRANSFERS OUT	$0.00	$0.00	$50,000.00	0.00	($50,000.00)
10	GENERAL FUND	$522,223.95	$25,286.58	$408,436.84	78.21	$113,787.11
22	**SPECIAL EDUCATION FUND**					
1221	EXTENDED SCHOOL YEAR	$112,927.00	$0.00	$87,478.25	77.46	$25,448.75
1223	CENTER BASE DAY PROGRAMS	$843,439.94	$121,692.82	$768,919.83	91.16	$74,520.11
1226	EARLY CHILDHOOD SERVICES	$427,692.29	$91,635.76	$405,359.97	94.78	$22,332.32
1227	PROLONGED ASSISTANCE PROGRAMS	$0.00	$0.00	$5,684.28	0.00	($5,684.28)
2142	PSYCHOLOGICAL SERVICES	$752,491.37	$148,379.30	$708,766.82	94.19	$43,724.55
2152	SPEECH PATHOLOGY SERVICES	$1,224,993.80	$261,627.96	$1,138,033.69	92.90	$86,960.11
2171	PHYSICAL THERAPY	$317,693.91	$28,980.09	$292,973.49	92.22	$24,720.42
2172	OCCUPATIONAL THERAPY	$556,301.42	$65,490.08	$505,582.91	90.88	$50,718.51
2213	PROFESSIONAL DEVELOPMENT/PRESERVICE&TCAP	$2,500.00	$234.00	$234.00	9.36	$2,266.00
2219	OTHER IMPROVEMENTS-INSTRUCTION	$148,674.03	$9,479.78	$117,935.90	79.33	$30,738.13
2227	TECHNOLOGY SUPPORT	$81,315.24	$4,761.93	$67,654.39	83.20	$13,660.85
2319	BOARD OF EDUCATION SERVICES	$113,863.75	$2,033.72	$88,899.72	78.08	$24,964.03
2329	ADMINISTRATION	$348,615.61	$28,766.26	$309,865.42	88.88	$38,750.19
2529	ADMINISTRATION-FISCAL SERVICES	$122,171.25	$7,374.93	$104,117.15	85.22	$18,054.10
2542	OPERATION & MAINTENANCE BLDGS.	$46,695.97	$2,186.71	$26,685.16	57.15	$20,010.81
22	SPECIAL EDUCATION FUND	$5,099,375.58	$772,643.34	$4,628,190.98	90.76	$471,184.60
	Grand Total:	$5,621,599.53	$797,929.92	$5,036,627.82	89.59	$584,971.71

Activity Fund Balance Report - Summary - Exclude Encumbrances
06/2023 - 06/2023

Regular; Beginning Month 06/2023; Processing Month 06/2023; Accounts to Include Accounts with Activity; Fund Number 71

Fund: 71 AGENCY FUND

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
71 430 800	IMPREST ACCOUNT	5,000.00	0.00	0.00	0.00	5,000.00
71 453	SANFORD FLEX	10,091.12	4,402.21	1,941.63	0.00	7,630.54
	Fund Total: 71	15,091.12	4,402.21	1,941.63	0.00	12,630.54

Northeast Educational Services Cooperative
Board of Directors Meeting
Monday, June 19, 2023

The Board of Directors for the Northeast Educational Services Cooperative (NESC) met in regular session on Monday, June 19, 2023 via Zoom or at Lake Area Technical College in Watertown, SD. The meeting was called to order by President Schuurman at 7:00 P.M. and adjourned at 9:09 P.M.

Members present:

Jolene King, Arlington; Audrey Schuller, Britton-Hecla– left at 8:17 P.M.; Alisha Nielsen, Castlewood; Malory McIntire, Clark; Barb Asleson, De Smet – left at 7:54 P.M.; Laura Crooks, Deubrook; Michelle Prins, Deuel; Arend Schuurman, Elkton; Chris Verhoek, Estelline; Jon Kahnke, Florence- entered at 7:04 P.M. – left at 8:18 P.M.; Paula Blue, Henry; Lana Sand, Rosholt; Jessica Anderson, Rutland; Penny Thyen, Waverly/South Shore; Martin Looyenga, Webster – entered at 7:10 P.M.; Tia Felberg, Willow Lake; Natalie Remund, Wilmot

Absent:

Lisa Lauterhahn, Enemy Swim Day School; Tara Abraham, Hamlin; Greg Bich, Iroquois; Megan Eichler, Lake Preston; Carrie Schiernbeck, Oldham/Ramona; Jayme Trygstad, Sioux Valley; Lisa Amdahl, Summit; Art Berger Jr., Waubay;

Others Attending:

NESC Staff Representatives: Shelly Skogstad, Teresa Landmark, Jessica Fischer– entered at 7:04 P.M.; Stephanie Hayunga – entered at 7:05 P.M.
Member District Superintendents: Mitch Reed, Florence; Todd Obele, Henry; Dr. Jim Block, Webster – left at 7:37 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 7:00 P.M.

Introduction of Guests

Todd Obele, Mitch Reed, Dr. Jim Block, Teresa Landmark and Shelly Skogstad were introduced as guests.

Public Comment

President Schuurman would like to extend get-well wishes to NESC employee, Jessica Fischer, Psych Examiner.

Agenda Review, Changes, and Approval

Action #23-80 Motion by C. Verhoek, second by A. Nielsen, to approve the agenda as presented. All present voted, motion carried.

Conflicts of Interest

No conflicts of interest were presented.

Financial Report

Action #23-81 Motion by J. King, second by L. Sand, to approve the financial report for the period ending May 31, 2023. All present voted, motion carried.

	General Fund	Special Education Fund	Agency Fund
May 1, 2023	**$207,309.57**	**$1,116,094.19**	**$14,835.06**
Receipts:			
Local Sources	$942.93	$165,190.63	$1,941.63
State Sources		$3,218.32	
Federal Sources	$20,482.52	$223,693.00	
Other	$12,103.91	$80,669.06	
Total Monthly Receipts	$33,529.36	$472,771.01	$1,941.63
Total Gross Receipts	$240,838.93	$1,588,865.20	$16,776.69
Manual Journal Entries	-$50,000.00	$50,000.00	
Less Salaries	$6,714.37	$335,754.96	
Less Disbursements	$14,395.13	$36,310.94	$1,685.57
Total Salaries & Disbursements	$21,109.50	$372,065.90	$1,685.57
Ending Cash Balance May 31, 2023	**$169,729.43**	**$1,266,799.30**	**$15,091.12**

Consent Agenda

Action #23-82 Motion by P. Blue, second by L. Crooks to approve the following items on the Consent Agenda: 7a) Approval of May 15, 2023 Board of Directors meeting minutes; 7b) Approval of payment of June 2023 budget claims; 7c) Approval of Contract Amendments – Jessica Fischer – MA+15 - $59,639.30; Nikki Heggelund – MA+15 - $59,639.30; Chris Lather – BA+30 - $58,809.16; Lisa Reinhiller –136.8 days – ED SPEC - .65 FTE - $50,007.05. All present voting in favor, motion carried.

June 2023 Accounts Payable

General Fund: AUTOMATIVE SERVICE CENTER FLEET MAINT 36.45; BAIN, ASHLEY BACKGROUND CHECK 5.69; BMO MASTERCARD PURCH SVCS, TRAVEL, PHONE, SPLS 2,877.86; CENEX FLEETCARD FLEET MAINT 5,508.53; CENTURY BUSINESS PRODUCTS, INC COPIER MAINT CONTRACT 13.66;CHURCHILL,MANOLIS,FREEMAN,KLUDT,SHELTON SCHOOL MATTERS 184.80; DUST TEX SERVICE, INC. MAY/JUNE RUG RENT 10.80; ECOLAB PEST CONTROL 6.75; ESTELLINE COMMUNITY OIL CO. FLEET MAINT 29.46;FISCHER, JESSICA ADVANCE STUDY 45.00; HAHLER AUTOMOTIVE FLEET MAINT 313.74; HAMLIN COUNTY FARMERS COOP FLEET MAINT 809.20;HEALTH EQUITY HSA/FLEX 5.69; HOLIDAY INN MTSS TRAVEL 194.92; JURGENS OIL FLEET MAINT 94.88;LATHER, CHRISTOPHER ADVANCE STUDY 117.68; NESC PAYROLL JUNE 2023 6,437.41; OTTERTAIL POWER CO. ELEC 16.71; REINHILLER, LISA MI REIMB 27.30; ROB'S AUTO REPAIR FLEET MAINT 3,161.56; TIME MANAGEMENT SYSTEMS, INC TIME CLOCK 2.13; W.W. TIRE SERVICE FLEET MAINT 70.42; WATERTOWN PUBLIC OPINION MINUTES 10.35; WEBSTER AUTO CARE FLEET MAINT 914.79

Fund Total: $20,895.78

Special Education Fund: BAIN, ASHLEY BACKGROUND CHECK 57.56; BMO MASTERCARD PURCH SVCS, TRAVEL, PHONE, SPLS 18,436.17; BOSSE, JENNIFER MAY MI REIMB 310.68BRAMBLE PARK ZOO REGIS FEE 72.50; CASTLEWOOD SCHOOL DISTRICT MAY CB USE FEE 7,672.86; CENTURY BUSINESS PRODUCTS, INC COPIER MAINT CONTRACT 138.16; CHURCHILL,MANOLIS,FREEMAN,KLUDT,SHELTON SCHOOL MATTERS 1,868.56; DUST TEX SERVICE, INC. MAY/JUNE RUG RENT 109.18; ECOLAB PEST CONTROL 68.25; ESTELLINE SCHOOL DISTRICT SPED ASSESS REIMB 15,500.00; FISCHER, JESSICA ADVANCE STUDY 455.00; HAMLIN SCHOOL DISTRICT MAY CB USE FEE 1,451.06; HEALTH EQUITY HSA/FLEX 57.56; LAKE PRESTON SCHOOL DISTRICT MAY CB USE FEE 369.70; LATHER, CHRISTOPHER ADVANCE STUDY 1,189.82; MARSHALL CO. HEALTHCARE CENTER PT/OT SERVICES 5,284.58; PARENT MAY MI REIMB 100.80; NEDVED, NICOLE ASHA DUES 286.00; NESC PAYROLL JUNE 2023 328,049.09; OTTERTAIL POWER CO. ELEC 169.00; REINHILLER, LISA ED SPEC TRAVEL 88.00; SANFORD WEBSTER MEDICAL CENTER OT SERVICES 7,500.93; SW/WC SERVICE COOPERATIVE BEHAVIOR ANALYST CONTRACT 23,328.73; TIME MANAGEMENT SYSTEMS, INC TIME CLOCK 116.14; WATERTOWN PUBLIC OPINION MINUTES 104.69; WEBSTER SCHOOL DISTRICT MAY CB USE FEE 1,086.91; WIESE, RITA MAY MI REIMB 40.32

Fund Total: $413,912.25

Discussion Items

Assistant Director's Report

Assistant Director Frewing gave his monthly report.

Director's Report

Director Powell gave her monthly report.

FY24 Preliminary Budget

Business Manager Stormo reviewed the preliminary budget for FY24.

Inventory Update

Assistant Director Frewing reviewed the inventory list to declare surplus.

Paper Bid

Business Manager Stormo reviewed the paper bids.

Executive Session

Action #23-83 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 C. Verhoek, second by A. Nielsen to enter executive session at 7:36 P.M. All present voting in favor, motion carried.

President Schuurman declared the board out of executive session at 9:04 P.M.

Action Items

Paper Bid

Action #23-84 Motion by A. Nielsen, second by M. Prins to approve the paper bid from Cole Paper at $36.45/case. All present voted in favor, motion carried.

Surplus Inventory

Action #23-85 Motion by P. Blue, second by C. Verhoek to declare indicated inventory items as having zero value or being old, outdated or broken. All present voted in favor, motion carried.

Budget Hearing

Action #23-86 Motion by A. Nielsen, second by J. King to publish FY24 preliminary budget and set budget hearing for Monday, July 17, 2023. All present voted in favor, motion carried.

Psychology Department Stipend

Action #23-87 Motion by C. Verhoek, second by L. Crooks to approve paying each School Psychologist or Psych Examiner a $400.00 stipend for each completed evaluation of 81 and above. All present voted in favor, motion carried.

Adjournment

Action #23-88 With there being no further business, motion by C. Verhoek, second by M. Prins, to adjourn. All present voted, motion carried.

The next NESC Board of Directors meeting will be held at Lake Area Technical College in Watertown, SD on Monday, July 17, 2023 at 7:00 P.M.

_____	_____
Arend Schuurman, President	**Tiffany Stormo, Business Manager**

Northeast Educational Services Cooperative

EOFY23 ACCOUNTS PAYABLE

GENERAL FUND - 10

AUTOMAXX CDJR, INC.	FLEET MAINT	94.69
BASS SANITATION INC.	APRIL - MAY GARB	13.64
CENEX FLEETCARD	FLEET MAINT	1,517.88
CENTURY BUSINESS PRODUCTS, INC	COPIER MAINT CONTRACT	10.60
ESTELLINE COMMUNITY OIL CO.	FLEET MAINT	46.36
GELLING'S AUTO SERVICE	FLEET MAINT	306.58
HAMLIN COUNTY FARMERS COOP	FLEET MAINT	60.83
NASP	EMPLOYMENT AD	30.06
NEBEL, JAMESON	MAY-JUNE LAWN CARE	18.00
NESC SPECIAL REVENUE PROJECTS	FY23 4TH QTR EXP MI	812.42
OTTERTAIL POWER CO.	ELEC	16.18
PRAIRIE AG PARTNERS	FLEET MAINT	54.95
REINHILLER, LISA	MTSS TRAVEL	219.21
ROB'S AUTO REPAIR	FLEET MAINT	1,089.68
STORMO, TIFFANY	ADMIN TRAVEL	8.18
VERIZON WIRELESS	JUNE CELL SERVICE	11.46
WATERTOWN PUBLIC OPINION	MINUTES	18.22
WEBSTER AUTO CARE	FLEET MAINT	190.86
GENERAL FUND TOTAL:		**4,519.80**

SPECIAL EDUCATION FUND - 22

BASS SANITATION INC.	APRIL - MAY GARB	137.86
CENTURY BUSINESS PRODUCTS, INC	COPIER MAINT CONTRACT	107.20
HUYVAERT, NICOL	REIMB SUPP	15.00
MARSHALL CO. HEALTHCARE CENTER	PT/OT SERVICES	2,009.42
NASP	EMPLOYMENT AD	303.94
NEBEL, JAMESON	MAY-JUNE LAWN CARE	182.00
NESC SPECIAL REVENUE PROJECTS	FY23 4TH QTR EXP MI	48,162.26
OTTERTAIL POWER CO.	ELEC	163.61
SANFORD WEBSTER MEDICAL CENTER	OT SERVICES	3,260.48
STORMO, TIFFANY	ADMIN TRAVEL	82.66
VERIZON WIRELESS	JUNE CELL SERVICE	195.88
WATERTOWN PUBLIC OPINION	MINUTES	184.18
SPECIAL EDUCATION FUND TOTAL:		**54,804.49**
EOFY23 ACCOUNTS PAYABLE TOTAL:		**59,324.29**

BMO Harris Bank

A part of BMO Financial Group

INVOICE

July 05, 2023

Northeast Educational
310 5th Street
Hayti, SD 57241

ATTN:

Invoice Number: 0703531-2307
Invoice Amount: $ 0.00

This invoice amount represents the total balances of all Corporate Card accounts for the billing period ending July 05, 2023.

Your payment is due **August 01, 2023**.

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	Invoice Number:	0703531-2307
310 5th Street	Amount Paid:	$ 0.00
Hayti, SD 57241	Payment Due Date:	August 01, 2023

RUN DATE: 07/12/2023

Northeast Educational Services Cooperative

JULY 2023 INVOICES

GENERAL FUND - 10		
ASBSD	FY24 DUES	69.75
CEC	T.F. MEMBER	12.60
CPI	T.F. MEMBER	18.00
DUST TEX SERVICE, INC.	JULY RUG RENT	5.40
EMC INSURANCE	FY24 INS COV	5,982.30
FIRST DAKOTA INDEMNITY COMPANY	FY24 WORK COMP	728.37
HEALTH EQUITY	HSA/FLEX	3.21
NESC PAYROLL	JULY 2023	3,572.68
RELIABANK	DEPOSIT BOX	1.35
SASD	A.P, T.F.,T.S. MEMBER/SDSSA SUPT CONF REGIS	201.06
SOFTWARE UNLIMITED	FY24 SOFTWARE FEE	513.00
TIME MANAGEMENT SYSTEMS, INC	TIME CLOCK	1.88
TOWN OF HAYTI	WATER	27.27
GENERAL FUND TOTAL:		**11,136.87**
SPECIAL EDUCATION FUND - 22		
ASBSD	FY24 DUES	705.25
CEC	T.F. MEMBER	127.40
CPI	T.F. MEMBER	382.00
DUST TEX SERVICE, INC.	JULY RUG RENTAL	54.59
EMC INSURANCE	FY24 INS COV	60,487.70
FIRST DAKOTA INDEMNITY COMPANY	FY24 WORK COMP	7,364.63
GIGOV, ROBIN	JUNE 23 ESY MI	17.14
HEALTH EQUITY	HSA/FLEX	32.49
KOGEL, SHERI	JUNE 23 ESY MI	201.60
MARTIAN, EMILY	JUNE 23 ESY MI	282.24
PARENT	JUNE 23 ESY MI	30.24
NESC PAYROLL	JULY 2023	335,449.28
OLSON, KIMBERLY	JUNE 23 ESY MI	173.88
RELIABANK	DEPOSIT BOX	13.65
SASD	A.P, T.F.,T.S. MEMBER/ SDSSA SUPT CONF REGIS	2,032.94
SOFTWARE UNLIMITED	FY24 SOFTWARE FEE	5,187.00
TIME MANAGEMENT SYSTEMS, INC	TIME CLOCK	102.82
TOWN OF HAYTI	WATER	275.73
WIESE, RITA	JUNE 23 ESY MI	44.94
SPECIAL EDUCATION FUND TOTAL:		**412,965.52**
JULY 2023 INVOICES TOTAL:		**424,102.39**

NORTHEAST EDUCATIONAL SERVICES COOPERATIVE

NO. 28-201

BY-LAWS

Revised and Approved ~~June 2022~~ July 2023

AGREEMENT ESTABLISHING

NORTHEAST EDUCATIONAL SERVICES COOPERATIVE

28-201

BY-LAWS

* * * * * *

ARTICLE I

Name

1.1 The name of the educational services cooperative unit credited and established by this agreement shall be the NORTHEAST EDUCATIONAL SERVICES COOPERATIVE (Referred to herein as the NESC).

ARTICLE II

Creation, Purpose, and Limits

2.1 There is hereby created and established as a legal entity, an educational services unit as authorized by SDCL 13-5-31 and 32, and SDCL 13-37-14.2, and pursuant to the provisions of SDCL Chapter 1-24 inclusive, to exercise the powers, privileges and authority of the Members as herein provided.

2.2 The NESC shall assist member districts in providing appropriate educational services for all children and to offer, on a cooperative basis, services that districts would not be able to provide as effectively or as economically acting alone.

2.3 The NESC will exercise the powers granted to it by its members and by-laws. The NESC shall not have the power to levy taxes or commit any member district to obligations extending beyond the term of membership, except as provided by Article III, Section 3.6 and 3.7 of this agreement.

ARTICLE III
Membership

3.1 The following school districts shall be the charter members of the NESC for the 1980-81 school year.

Arlington School District # 38-1
Castlewood School District # 28-1
Clark School District # 12-2
Clear Lake School District # 19-2
Deubrook School District # 5-2
Estelline School District # 28-2
Grant-Deuel School District # 25-3
Gary School District # 19-3
Hamlin School District # 28-3
Henry School District # 14-2
Lake Preston School District # 38-3
Sioux Valley School District # 5-5
South Shore School District # 14-3
Waverly School District # 14-5
Willow Lake School District # 12-3

3.2 The following school districts are the current members of the NESC.

Arlington School District # 38-1
Britton-Hecla School District # 45-4
Castlewood School District # 28-1
Clark School District # 12-2
De Smet School District # 38-2
Deubrook School District # 5-6
Deuel School District # 19-4
Elkton School District # 5-3
Enemy Swim Day School # 18-301
Estelline School District # 28-2
Florence School District # 14-1
Hamlin School District # 28-3
Henry School District # 14-2
Iroquois School District # 02-3
Lake Preston School District # 38-3
Oldham/Ramona/Rutland # 39-~~5~~6
Rosholt School District # 54-4
~~Rutland School District #39-4~~
Sioux Valley School District # 5-5
Summit School District # 54-6
Waubay School District # 18-3
Waverly/South Shore School District # 14-5
Webster Area School District # 18-5
Willow Lake School District # 12-3
Wilmot School District # 54-7

3.3 Each district participating in NESC shall submit a resolution indicating their adoption of this Cooperative Educational Services Agreement. Any school district who is not currently a member of NESC and wishes to become a member shall indicate its desire to join by submitting to the President of the NESC Board of Directors a resolution that has been adopted by its Board of Education authorizing membership in NESC and this Agreement. The request for membership must be approved by a majority vote of the NESC Board of Directors. School districts requesting membership will have the option of paying the membership fee, pursuant to Article III – 3.4, in full at the time they join or prorated over a three-year period with all payments due and payable on or before August 1st of each school year.

3.4 The newly admitted school district will be assessed an admittance fee. The fee will be determined by taking the total NESC Capital Asset balance minus the accumulated depreciation and the combined total of the unassigned General Fund balance and the restricted Special Education Fund balance. The audit report completed as of June 30 prior to the new district's admittance date will be the basis for these amounts.

The sum of depreciated capital assets and fund balances will be divided by the existing cooperative members' K-12 student enrollment as of the last Friday in September of the fiscal year in which the new district begins membership to obtain a per student cost. The per student cost will be multiplied by the new district's K-12 student enrollment as of the last Friday in September of the fiscal year in which the membership begins.

If a current NESC member district completes a reorganization process with a district that is not a member of the Cooperative, the new district shall be assessed an admittance fee. The admittance fee will be determined based on the formula listed herein using the number of students enrolled in grades K-12 as reported on the non-member district's Fall Enrollment Report to the South Dakota Department of Education for the year preceding the first year of the existence of the newly reorganized school district.

3.5 A Any member school district wishing to withdraw from the NESC shall deliver to the NESC Board of Directors, prior to February 15th, a resolution of its Board of Education authorizing withdrawal from the NESC. The resolution to withdraw must be approved by a majority vote of the NESC Board of Directors. Termination of membership shall become effective at the end of the school fiscal year in which notice of such withdrawal is given. Any payments due under this agreement shall be paid in full prior to the withdrawal. Any member district withdrawing shall lose any vested rights in any assets held by the NESC and shall no longer be considered a member, provided NESC is not simultaneously dissolving as set forth below.

3.5 B Speech Therapy, Occupational Therapy, Physical Therapy, Early Childhood Special Education, and School Psychologist Services are mandatory participation services for NESC member districts. Member districts cannot withdraw from those services.

All other services are optional to member districts. Any member district wishing to withdraw from an NESC optional service shall deliver to the NESC Board of Directors, prior to February 15th, a resolution of its Board of Education authorizing withdrawal from the service. A copy of the attached Change of Status form must be included. The resolution to withdraw must be approved by a majority vote of the NESC Board of Directors. Termination of the service shall become effective at the end of the school fiscal year in which notice of such withdrawal is given. Any payments due concerning this service shall be paid in full prior to the withdrawal. Member districts withdrawing from a service shall lose all vested rights in any assets held by NESC relating to the service. Item 5.8 of these By-Laws further defines withdrawal from optional services.

Member school districts requesting to participate in any of the optional services for the ensuing school year must notify the NESC Director by June 1 of the preceding school year. An exception will be the Center Base Program, placements will be determined on a case by case basis.

3.6 The NESC shall be dissolved by unanimous vote, less one (1), of the governing board. The resolution to dissolve the NESC shall be passed on or before February 15th of the year NESC is to be dissolved. In the event that dissolution is determined, the President of the Board of Directors shall instruct the Director to take such action as necessary to facilitate the dissolution of NESC prior to July 1 following the resolution to dissolve.

3.7 In the event of dissolution, the Board of Directors shall terminate the affairs of the NESC promptly prior to July 1st. All property owned by the NESC shall be disposed of by the Board of Directors in accordance with SDCL 6-13. Upon settlement of all obligations of the NESC, the remaining funds and/or property shall be distributed to those members enrolled at the time of the dissolution on a pro-rata basis based on the student enrollments. Employee records will be maintained by the Hamlin School District, student records will be returned to the school of the student's enrollment.

ARTICLE IV

Governance

4.1 The NESC shall be governed by a Board of Directors composed of one voting school board member from each member district. Each local board representative to the NESC governing board and a first and second alternate shall be appointed by the local school board at its annual meeting. In the event that the board representative is unable to attend NESC Board of Directors' meetings, it will be the responsibility of the board member and local school district to notify the first or second alternate to attend in his/her place. In the event that the appointee cannot continue representing the local district, the local school board shall appoint a replacement board member.

4.2 For the purpose of holding meetings and conducting business under this agreement, a quorum shall exist if a majority of local district representatives are present. A majority vote of all member districts (and not merely a majority vote of all member districts present at any such meeting) shall be required to conduct all business, unless otherwise specifically stated in these by-laws.

4.3 The Board of Directors shall hold its annual meeting in July. The Board of Directors will meet on a monthly basis with such meetings to be held on or about the third Monday of the month. An agenda will be provided to the Board of Directors four (4) days prior to the meeting. Special meetings may be called by the President of the Board of Directors, or in his/her absence, by the Vice President, or a majority of the Board of Directors. Notice of such meetings shall be given by the Business Manager to the board members either orally or in writing in sufficient time to permit their presence.

4.4 The Board of Directors shall elect a President and Vice President from its membership and such other officers or agents as are deemed necessary. The responsibility of the Secretary-Treasurer of the Board of Directors may be delegated to the Business Manager whose duties shall include recording Board proceedings, preparing financial statements, and publishing in a newspaper of general circulation, as designated by the Board of Directors, such notices and records of the NESC as are required by law.

4.5 The Board of Directors shall be responsible for the administrative and fiscal control of the NESC. The Board shall have the authority to employ all personnel, negotiate terms and conditions of employment and terminate employees as provided by law; to establish policy; to adopt a budget; to approve or disapprove monthly and annual financial reports; to approve or disapprove the payment of claims; to approve or disapprove the record of Board proceedings; and to perform any other business as is deemed necessary.

4.6 The Advisory Board shall consist of the Superintendent or Chief Executive Officer of each member school district. The Advisory Board will elect a President from the membership and such other officers or agents as is deemed necessary. The responsibility of the Secretary-Treasurer of the Advisory Board may be delegated to the Business Manager whose duties shall be as stated in Article IV, 4.4.

4.7 The Advisory Board shall meet with times and dates to be determined by the Director and the Advisory Board President. The President of the Advisory Board may call special meetings as necessary. Notification will be made in sufficient time to permit member presence.

4.8 The Advisory Board shall make administrative recommendations to the Board of Directors concerning the employment of personnel, policy, financial, and any other administrative functions as are deemed necessary for the successful operation of the NESC.

4.9 No later than the August meeting of the Board of Directors, the Board President shall appoint a six member Steering Committee from its membership with one alternate member. Membership on the committee will include the Board of

Directors' Chairperson, Vice Chairperson, and a minimum of two members from member districts with enrollments of 400 upward, two with enrollments of 251-399, and two with enrollments of 0-250. The December 1 K-12 enrollments of the previous school year will be used. The committee shall meet at their discretion with dates, time and location of meeting selected by the committee. The committee will review the NESC By-Laws on an annual basis and discuss pertinent NESC issues. The committee will make recommendations and suggest updates to the Board of Directors and Advisory Board. Compensation and mileage reimbursement will be paid by NESC at a rate authorized by the Board of Directors.

ARTICLE V

Means of Finance

5.1 The NESC will receive, budget, and expend funds available to it from state, federal, and other sources.

5.11 Medicaid billing services for member school districts will be funding by assessing every member school district $500.00. The remaining program costs will be prorated and assessed to the member districts based on the percentage of Medicaid claims submitted for each school district during the period of January 1 through December 31 of each calendar year.

5.2 All program costs not supported by state and/or federal sources, with the exception of the Advisory board members' mileage and the Board of Directors' expenses (to include salary, social security and mileage), will be assessed to the member school districts. Administrative, other Governing board expense, Fiscal Services, Capital Acquisitions, and Contingency costs will be distributed fifty percent (50%) on a membership basis and fifty percent (50%) on a special education child count basis. All other program costs will be funded on a special education child count basis. Non-special education services are provided based on a general fund assessment to member districts on a per pupil basis. Also, for billing purposes, operational and other administrative costs will be allocated to each of the services provided. Member school districts shall make monthly payments. Membership will be defined as equal distribution of costs to each member district. Per pupil basis will be defined by the K-12 enrollment as of December 1 of the prior school year. Special education child count basis will be defined as the total number of students identified as being on an Individual Education Program (IEP) as of December 1 of the prior school year. Member school districts will be responsible for submitting this information to the NESC Business Manager at the time it is collected. Any changes resulting from the review will become effective the ensuing school year. (Adopted 11-16-2009)

5.3 The Center Base Programs will be funded by tuition. Only those school districts with placements in the program will be charged tuition.

A preliminary tuition rate for the ensuing school year will be calculated prior to April 1. The projected number of Center Base students for the ensuing school year will be divided into the proposed budget total to create a per student base rate. Percentages set by the Board of Directors will then be applied to the per student base rate. Example: The first placement will be 130% of the per student base rate; the second placement will be 75% of the per student base rate per placement; and the third placement plus any additional placements will be 50% of the per student base rate per placement. The Board of Directors will determine the percentage rates on an annual basis prior to May 1.

Tuition will be billed to the participating school districts on a monthly basis. The rate of tuition, per placement, will be prorated in nine monthly payments beginning in October.

On October 1 the tuition rate will be recalculated using the current number of placements in the program and any changes to the program budget. A final tuition rate for the school year will be recalculated again on April 1 and will be based on total program expenses to date and estimated year end expenses. Tuition exceeding program expenditures will be deferred to the following fiscal year and applied to the Center Base tuition for that year.

School districts hosting NESC Center Base Programs will be paid a facility use fee beginning with the 2006/07 school year. The facility use fee will be twenty-five percent (25%) of the current school year's per student general state aid allocation, excluding any one-time money. The facility use fee will be included in the calculation of the per student base rate. NESC will pay the host school districts the facility use fee on a monthly basis.

5.4 Non-member school districts requesting to place students in the Center Base Program will be charged the same rate of tuition as the participating member districts plus a fifteen percent (15%) administrative fee. The non-member school district will be responsible for transportation of the student.

5.5 Extended school year services and/or evaluation costs will be assessed to the participating school district on a per service basis.

5.6 The Professional Development / Curriculum Coordinator Program will be funded based on a per day rate. The per day rate will be calculated based on total program costs divided by the total number of available days of services. Distribution of days to participating districts will be based on number of elementary classroom units and left to the discretion of the Chief Administrators of the participating districts. Decisions concerning participation of additional districts will be made by Chief Administrators of districts currently participating in the program.

5.7 The Reading Recovery Teacher Leader Program will be funded based on total program costs divided by the number of participating districts. Two school districts may share up to one FTE Reading Recovery teacher at a rate equal to one school district. Participating districts will be responsible for all costs associated with the Reading Recovery teacher at the local level. Decisions regarding participation of additional schools, distribution of training slots, purchasing of training slots by non-participating districts, and all other pertinent matters will be made at a meeting of the Chief Administrators of the participating districts.

5.8 When a new program is initiated through the Cooperative that involves a multi-year staff employment agreement(s), the schools committing to participation will also be committed to financial responsibility for the duration of the employment agreement(s).

5.9 If a member school district chooses to provide additional services to students above those prescribed by the NESC evaluation process the school district will pay the additional cost.

5.91 The cost of student evaluations from sources other than NESC Staff will be paid by the member district where the student attends school.

ARTICLE VI

Adoption and Amendments

6.1 By-Laws may be adopted or amended at any regular or special meeting by a two-thirds (2/3) membership vote of the Board of Directors provided written notice has been submitted to the membership at the previous regular monthly meeting. Proposed amendments may themselves be amended by a majority vote of the Board of Directors at the meeting, provided such amendments do not alter the intent of the proposed amendment as originally submitted. Amendments shall become effective upon passage, unless the amendment stipulated the date it is to become effective.

6.2 A policy or procedure can be adopted at any regular or special meeting by a majority vote of the Board of Directors. Any policy or procedure can be waived by a two-thirds (2/3) membership vote of the Board of Directors.

ARTICLE VII

Dispute Resolution

7.1 Disputes arising under this Agreement and these By-Laws shall be referred to the Advisory Board. Any dispute that cannot be resolved by the Advisory Board

shall be submitted to the Board of Directors. The Board of Directors, by majority vote, shall act upon the dispute.

7.2 Should the disposition of a dispute by the Board of Directors not be acceptable to any party, or should the Board of Directors fail to get a majority vote relative thereto, the aggrieved party may appeal the dispute or decision to the Circuit Court pursuant to S.D.C.L.1-26.

ARTICLE VIII

Parliamentary Authority

8.1 The rules contained in the current edition of Parliamentary Procedure At A Glance - New Edition shall govern the NESC in all cases to which they are applicable and in which they are not inconsistent with these By-Laws and any special rules of order the NESC may adopt.

NORTHEAST EDUCATIONAL SERVICES COOPERATIVE

NESC BOARD POLICIES

~~2022-23~~ 2023-24

"Broadening Educational Horizons"

Andrea Powell, Director

Tim Frewing, Assistant Director

Tiffany Stormo, Business Manager

NESC BOARD POLICIES

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The Northeast Educational Services Cooperative does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the non-discrimination policies:

Assistant Director
310 5th Street
PO Box 327
Hayti, SD 57241
(605)783-3607

For further information on notice of non-discrimination, please contact:

Office for Civil Rights
U.S. Department of Education
One Petticoat Lane
1010 Walnut Street, 3rd Floor, Suite 320
Kansas City, MO 64106
Telephone: (816)268-550
FAX: (816)268-0599; TDD: (800)877-8339
E-mail: OCR.KansasCity@ed.gov

NORTHEAST EDUCATIONAL SERVICES COOPERATIVE
ORGANIZATIONAL CHART

SCHOOL DISTRICTS

ARLINGTON # 38-1	BRITTON-HECLA # 45-4	CASTLEWOOD # 28-1	CLARK # 12-2
DE SMET # 38-2	DEUBROOK AREA # 5-6	DEUEL # 19-4	ELKTON # 5-3
ENEMY SWIM DAY SCHOOL # 18-301	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 / SOUTH SHORE # 14-5	WEBSTER AREA # 18-5	WILLOW LAKE # 12-3
WILMOT # 54-7			

COOPERATIVE BOARD OF DIRECTORS

BUSINESS MANAGER

DIRECTOR OF EDUCATIONAL COOPERATIVE

BOARD OF ADVISORS

ASSISTANT DIRECTOR(S) OF EDUCATIONAL COOPERATIVE

NESC BOARD POLICIES
NORTHEAST EDUCATIONAL SERVICES COOPERATIVE
28-201

ARTICLE I
CRIMINAL BACKGROUND INVESTIGATION

SDCL 13-10-12 provides the legal authority and requirement for the Cooperative to conduct criminal background investigations.

New employees, contracted providers, volunteers, and individuals who are completing a field experience are subject to a criminal background investigation from the Federal Bureau of Investigation (FBI) and the South Dakota Department of Criminal Investigation (SDDCI). Criminal background investigations from both the FBI and SDDCI will be treated the same under this policy.

This policy does not apply to individuals seeking supervised observation who will not be working directly with children.

A. Disqualifications

Individuals will not be allowed to work or to complete field experiences with any of the following convictions in their criminal history:

- a crime of violence as defined in subdivision SDCL 22-1-2(9) (murder, manslaughter, rape, aggravated assault, riot, robbery, burglary in the first degree, arson, kidnapping, felony sexual contact, felony child abuse, or any other felony in the commission of which the perpetrator used force, or was armed with a dangerous weapon, or used any explosive or destructive device);
- a sex offense as defined in SDCL 22-24B-1 (including but not limited to rape, felony sexual contact with a minor under sixteen, sexual contact with a person incapable of consenting, possessing, manufacturing, or distributing child pornography, and sexual exploitation of a minor);
- or distribution or trafficking in marijuana, narcotics, or any controlled substance.

Additionally, the crime of moral turpitude as defined by SDCL 22-1-2(25) or any other criminal conviction may be treated as a disqualifying record.

B. Appealing a Disqualification

If a person is disqualified from work or a field experience due to the results of criminal background history, the Cooperative shall inform that person about the disqualification.

Once somehow has been notified of a disqualification, that person will have five calendar days to inform NESC Administration of the intent to appeal it. After five calendar days, if NESC Administration has not received notice of intent to appeal, no work or field experience will be approved. If NESC Administration is notified within five calendar days of the intent to appeal or correct a disqualification, that person has a reasonable time, not to exceed 100 calendar days, to rectify any discrepancies on their criminal history. After a reasonable time, not to exceed 100 calendar days, if the disqualification has not been resolved, the work or field experience will not be approved.

If the criminal background report has been amended within 100 calendar days, a new criminal background check will be conducted for verification.

Only one appeal period of 100 calendar days will be allowed.

Individuals may visit the FBI's portal for Identity History Summary Checks for further information on how to amend criminal history records.

C. Records

NESC personnel with access to criminal history record information (CHRI) shall receive training by SDDCI on the rules and responsibilities for the confidentiality, receipt, use, and dissemination of the CHRI.

Records will be maintained in the Director's office in a locked filing cabinet. Individual CHRI shall be shredded by the Director when the person affected is no longer affiliated with NESC.

Sharing records between educational agencies will be allowed. NESC will request CHRI from another educational agency if the CHRI is no older than five years, written consent is received, and the individual is actively employed by another educational agency.

For student teachers completing field experiences at NESC, a CHRI may be requested from another educational agency in which the student has engaged in student teaching during the same school year.

If NESC receives a request for CHRI from another educational agency, NESC Administration will ask for written authorization, transmit only by mail, and document it in a CHRI exchange log.

Personal CHRI will not be provided to individuals. Individuals wishing to review their own CHRI must request it directly from the FBI.

D. Miscellaneous

The Cooperative Director is the Local Agency Security Officer (LASO). The Cooperative Director also serves as the liaison with SDDCI and is responsible for contacting SDDCI if there has been misuse of CHRI.

At its discretion, NESC Administration may ask for additional criminal background investigations.

Criminal background investigations and associated costs will be paid by the individual subjected to the investigation. Employees who are not disqualified by their CHRI will be reimbursed for the criminal background investigation and associated costs.

ARTICLE II
LEAVE POLICY, PARAPROFESSIONAL STAFF

A. All paraprofessionals employed by Northeast Educational Services Cooperative (NESC) shall be allowed ten (10) days of sick leave of absence or full pay on account of enforced absence by a medical physician to be taken as needed during the school year. If a paraprofessional is claiming sick leave of more than three consecutive days, he/she may be required to provide the Director or Business Manager or the Cooperative Board a physician's statement verifying illness if so requested.

B. Sick leave may be accumulated to forty (40) days and may be used for sickness of employee and/or immediate family defined as children, step children, or spouse). Up to five sick leave days will be allowed for sickness of other immediate family defined as father, mother, father-in-law, and mother-in-law. Absence from duties because of sickness shall be deducted from the accumulated sick leave regardless whether a substitute teacher is hired. Paraprofessionals are eligible to participate in the paraprofessional staff Sick Leave Bank.

C. The Sick Leave Bank shall be administered by the Northeast Educational Services Cooperative Director and Business Manager. The Sick Leave Bank can be accessed only after a member has used all of their accumulated leave.

1. Paraprofessionals can draw days from the Sick Leave Bank up to ten (10) days or their respective number of accumulated leave days, whichever is greater, with a maximum of 24 days, per year per individual. Use of the Sick Leave Bank-II.B is limited for sickness of employee and/or immediate family defined as children, step children, husband, and wife.

The maximum number of days an individual can use for parental leave is 12, which count toward the maximum of 24 days per year.

2. All paraprofessionals will contribute one (1) day to the Paraprofessional Sick Leave Bank by September 15th of the current year. Paraprofessionals that do not wish to participate must notify the Business Manager in writing by September 15, and, in doing so, relinquish all rights to present and/or future participation in the Paraprofessional Sick Leave Bank.

3. Any days granted from the sick leave bank will be paid in June following the completion of the school year. If allowable days requested exceed the number of days in the sick leave bank, the days will be prorated.

D. In addition, paraprofessionals will be allowed two days of personal leave per year with pay. Personal leave can accumulate up to four days with pay per year. Personal leave exceeding four days will be added to the employee's accumulated sick leave not to exceed the maximum number of days in effect. Personal leave must be approved by the Director. Personal leave should be requested at least one week in advance unless emergency circumstances exist.

E. Professional Leave: Employees requesting professional leave shall submit their request to the Director a minimum of two (2) weeks prior to such leave. The leave requested will be reviewed on its individual merits and benefits to the Cooperative. In the event a request for professional leave is denied by the Director, the staff will be permitted the option of requesting approval from the Board of Directors.

F. Any employee called for jury duty during school hours, or who is subpoenaed to testify in a hearing during school hours in a matter in which he is not a named party, shall be granted leave with pay for the days or parts of days such absence is required. Any per diem received for jury or the designated subpoena absence shall be deducted from the regular salary. Such employee shall notify the Director as soon as practical for the necessity for taking jury leave.

G. A total of three paid days (prorated by FTE) will be allowed for bereavement leave in one contract year. Employees may use available sick leave to extend bereavement by another five days (prorated by FTE) for the death of a child, step-child, a parent, or a spouse. All bereavement leave must be used prior to using any sick leave for bereavement. Employees may not access the sick leave bank for bereavement leave.

H. Leave of Absence Policy: A staff person may apply to the Board of Directors through the Director for a leave of absence not to exceed one (1) school year. The Board will rule on each application individually.

ARTICLE III
MISCELLANEOUS

A. Workers' Compensation (Injury on Duty)

Employees who are injured while performing their job-related duties shall receive such compensation and expense reimbursement as prescribed by the Workers' Compensation Law of South Dakota. The employee must report the job-related injury to the Business Manager within three (3) days and must complete a First Report of Injury form. Employees will be paid regular wages up to the temporary total disability compensation amount (62 2/3%), and may use sick and/or personal leave for the remaining salary amount not to exceed 100%.

Workers' Compensation payments received for the days when regular wages are contained or when sick/personal leave payments are made shall be returned to the Cooperative.

B. Every staff member in the Northeast Educational Services Cooperative shall have the unabridged right - as do other citizens in the community - to associate himself/herself as a candidate, supporter, worker, or adherent with any legally recognized political party or with any group of citizens engaged in social, or economic welfare of the community. The same rights may be exercised by the educational associations representing teachers in our individual schools or in our school system, even in respect to school board

elections and school revenue issues. It is expected that the exercises of such rights as detailed above will not adversely affect the ability of teachers to carry out the task for which they are employed. It shall be the function of the Director to work out with the Education Association(s) any details concerning the use of school property (such as auditorium) for political activities. Any agreements reached between the Director and the Association(s) representing the employees shall be presented in writing, to the Board of Education for approval.

C. No Cooperative employee shall be responsible for school district nonacademic duties unless otherwise specified in the contract.

D. All employees must notify the Cooperative in writing if they are convicted of a crime of violence, a drug or sex offense, or any felony offense. According to SDCL 13-10-15, if as the result of a criminal conviction, the Cooperative suspends an employee without pay, or an employee resigns, or an employee is terminated, the Director shall report the circumstances and the name of the employee to the South Dakota Department of Education within 10 days of the suspension, resignation, or termination.

ARTICLE IV
HARASSMENT / SEXUAL HARASSMENT

Each student and employee has the right to learn and work in an environment free of unlawful harassment based on an individual's race, color, religion, creed, ancestry, gender, national origin, disability, age or other basis prohibited by law.

It shall be a violation of this policy for any student or any personnel of the Cooperative to harass a student, any Cooperative personnel, or any visitor through conduct or communication of a sexual nature, or communication disparaging a person's religion, race, color, religion, creed, ancestry, national origin, gender, disability, or age as defined by this policy. For the purpose of this policy, "cooperative personnel" includes NESC Board members, all cooperative employees and agents, volunteers, contractors, or persons subject to the supervision and control of the Cooperative.

The Cooperative will investigate all complaints of harassment and will discipline or take appropriate action against any student or other Cooperative personnel who is found to have violated this policy.

The Cooperative will provide a copy of this policy to all employees.

A. Definitions

1. Harassment: Harassment consists of physical or verbal conduct related to a person's gender, race, color, religion, creed, ancestry, national origin, age, disability, or other basis prohibited by law when the conduct is so severe, pervasive, and objectively offensive that it:

    a. has the purpose of effecting or creating an intimidating, hostile or offensive working or academic environment;

    b. has the purpose or effect of substantially or unreasonably interfering with an individual's work performance which deprives the staff member access to employment or academic opportunities.

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

    a. A Cooperative employee conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;

    b. 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 Cooperative's education program or activity; or

    c. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34

U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

The Title IX regulations defining sexual harassment and setting forth other Title IX requirements can be found at 34 CFR §106.

3. Harassment and sexual harassment can occur over social media. However, an allegation of sexual harassment only falls within the jurisdiction of Title IX when it occurs within a Cooperative program or activity. (Sexual harassment complaints beyond Title IX jurisdiction can still be reported. They just go to the Director instead of the Title IX Coordinator.)

4. Title IX Coordinator: The Cooperative’s Title IX Coordinator is designated by name during the July board meeting (and is generally the Assistant Director). When a complaint occurs related to discrimination or harassment on the basis of sex, the Title IX Coordinator responds to that complaint by exercising the following duties.

    a. Assist the complainant in filing a formal complaint (if so desired).
    (Formal complaints must be filed by the complainant or a parent filing on behalf of a student complainant, or be signed by the Title IX Coordinator.)
    b. Provide respondents with written notice about the complaint.
    c. Offer supportive measures to complainants and respondents, and document such.
    (Examples of supportive measures include counseling, extensions of deadlines, schedule modifications, increased supervision, or mutual restrictions on contact between the parties.)
    d. After review of each Title IX complaint, either dismiss the complaint or arrange an investigation.
    (If dismissing the complaint, both parties must be notified of the dismissal in writing, including the reasons for doing so.)
    e. When the complainant and the respondent are both willing to do so, facilitate an informal resolution of the complaint (unless the allegation is that an employee sexually harassed a student).
    (During informal resolution, the parties must receive written notice describing the allegations and informing how resolving that complaint informally precludes any formal complaint based on the same allegations. Informal resolution requires the voluntary, written consent of both parties.)
    f. Maintain records of Title IX complaints, investigations, remedies, supportive measures, informal resolutions, disciplinary actions, and appeals.

B. Reporting Incidents of Harassment

Any person who believes he or she has been the victim of sexual harassment or who has witnessed sexual harassment shall report that incident to the Cooperative’s Title IX Coordinator.

Any person who believes he or she has been the victim of other (non-Title IX) harassment as defined above by a student or an employee of the Cooperative shall report the alleged acts immediately to the Cooperative Director. If the complaint involves the NESC Director, that complaint shall be filed directly with the NESC Board of Director’s Chairman, who will relay it to the President of NESC’s board of advisors. The form for reporting harassment of any kind is available in the NESC policy manual.

1. Submission of a complaint or report of harassment. Submission of a complaint or report of harassment will not affect the individual’s employment or work assignments.

2. Confidentiality. The Cooperative will make attempts to respect the confidentiality of the complainant and the individual(s) against whom the complaint is filed as much as possible consistent with the Cooperative’s legal obligations and the necessity to investigate allegations of harassment and take disciplinary action when the conduct has occurred.

3. Procedure. The complaining employee will be asked to put the facts surrounding the conduct in writing on a form provided by the Cooperative that includes the following: complainant’s name and address; time and date of the incident; type of harassment; description of the incident; name of or identifying

information about the alleged perpetrator; name of any witnesses, what action, if any, has been taken; and signature of the complainant.

4. Required Reporting. If the accusations include possible criminal activity such as molestation, sexual battery, or similar contact, all mandatory state reporting requirements including, but not limited to, contact with the State Department of Social Services will be initiated.

C. Investigation

Upon receipt of a written report alleging harassment and determination that the complaint will not be dismissed, the NESC Director or Title IX Coordinator shall immediately authorize investigation. This investigation may be conducted by Cooperative officials or by a third party designated by the Cooperative. The investigating party shall provide a written report of the status of the investigation to the NESC Director.

For Title IX investigations, prior to the release of the investigative report, a tentative report of findings must be sent to the complainant and the respondent (along with their advisors). These parties have 10 days to submit a written response, which the investigator must consider before issuing the final report. After the investigative report is released, the parties have an additional 10 days to submit written responses to the decision-maker before any determination of responsibility.

In determining whether alleged conduct constitutes harassment, the Cooperative should consider the surrounding circumstances, the nature of the advances, relationships between the parties involved, and the context in which the alleged incidents occurred.

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigating party.

In addition, the Cooperative may take immediate steps at its discretion to protect the complainant, students, and employees pending completion of an investigation of alleged harassment.

During the investigation, all parties directly involved in the complaint may have legal or other representation. If any party elects to be represented at any step of the complaint procedure, the name of the representative must be declared in writing to the NESC Director or his/her designee with two (2) working days of the filing of the complaint, notification of any investigation, or the filing of any appeal.

D. Cooperative Action

1. After considering the results of the harassment investigation, the Cooperative Director will make a determination of responsibility.

   For complaints of sexual harassment, the standard of evidence used for determining responsibility will be the preponderance of evidence standard.

2. The complainant and respondent will be advised of the Director's decision in writing. This decision must communicate the procedural steps taken, any findings of fact, and a determination of responsibility – for each allegation. The decision must also document the sanctions or remedies for each allegation.

3. If either party is not satisfied with the decision rendered by the Director, he or she may request an appeal hearing in executive session with the NESC Board of Directors. The request for hearing must be submitted in writing through the NESC Director's Office within ten (10) working days following receipt of the Director's response. The appeal must include the original complaint form, a copy of the written decision from the NESC Director, and a written statement as to the reasons for appeal. The hearing will be scheduled within (30) working days of the request for hearing. The parties involved will be notified in writing of the time and date of the scheduled hearing. Title IX harassment determinations may only be appealed on the basis of the following circumstances.

a. procedural irregularity
b. new evidence not reasonably available
c. conflict of interest against Title IX Coordinator, investigator, or decisionmaker

4. The Cooperative Board will render an appeal decision in writing within ten (10) working days of the hearing.

E. Procedures during Conflicts of Interest

To minimize conflicts of interest, the decisionmaker must not be the investigator or the Title IX Coordinator. With that in mind, if an allegation of sexual harassment involves the Title IX Coordinator, the Director will exercise the Title IX Coordinator's duties.

If the Director has assumed the Title IX Coordinator's duties or is the subject of a harassment complaint, then any determinations of responsibility must be made by the Board of Advisors.

The NESC Board of Directors reserves its role for the appeals process and may appoint a representative to exercise that role.

F. Prohibition against Retaliation

The NESC Cooperative will discipline any individual who retaliates against any person who reports alleged harassment or who retaliates against any person who testifies, assists, or participates in any investigation, proceeding, or hearing related to a harassment complaint.

Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment. Retaliation is itself a violation of federal and state laws prohibiting discrimination and may lead to separate disciplinary action against an individual.

If any NESC personnel or student who has filed a complaint or has testified, assisted, or participated in the investigation of harassment believes that he or she has been retaliated against because of his or her participation, he or she should follow the procedures set forth above.

G. False Charges

Charges found to have been intentionally dishonest or made maliciously without regard for truth may subject complainants to disciplinary action.

H. Uncomfortable Situations

The Cooperative recognizes that not every uncomfortable situation constitutes harassment. Whether a particular action or incident is a personal, social relationship without a discriminatory effect on employment or learning environment requires a determination based on all the facts and surrounding circumstances. False accusations can have a serious detrimental effect on innocent parties.

I. Discipline

Any Cooperative action taken pursuant to this policy will be consistent with requirements of applicable collective bargaining agreements and Cooperative policies. The Cooperative will take such disciplinary action it deems necessary and appropriate, including but not limited to, warning, suspension, or immediate discharge to end harassment and prevent its recurrence.

Written Notice of Title IX Rights

You have become the subject of a Title IX (sexual harassment) complaint, the details of which are attached. These allegations need to be investigated, after which a determination of responsibility will be issued. If you are found to be responsible for sexual harassment, then you will face disciplinary sanctions.

However, at this time you are presumed not to be responsible for any allegations. Final responsibility will not be determined until later, following investigation and (if applicable) the grievance process. In the meantime, as the respondent to a Title IX complaint, you have the following rights.

- You have the right to detailed notice of the allegations, including the following.
    - names of known parties
    - conduct alleged
    - date and location of conduct (if known).

- You have the right to have an attorney or non-attorney advisor.

- You have the right to prepare a response prior to any initial interview.

- You have the right to inspect and review evidence against you.

- You have the right to resolve an allegation informally, if you and the complainant would both agree to do so.

- If any new allegations would be uncovered during the course of investigation, you also have these rights with respect to the new allegations.

- You have the right to appeal the determination of responsibility for these reasons.
    - procedural irregularity
    - new evidence not reasonably available
    - conflict of interest against Title IX Coordinator, investigator, or decisionmaker

HARASSMENT REPORT FORM

Complainant Name_____

Home Address_____

Home Phone_____

Work Address_____

Work Phone_____

Date and time of alleged incident(s)_____

Place where alleged incident(s) occurred_____

Name of person you believe harassed you_____

Describe the incident(s) as clearly as possible_____

_____

List any witnesses that were present_____

What action, if any, has been taken?_____

This harassment report form is filed based on my honest belief that _____ has harassed me. I hereby certify the information I have provided in this harassment report form is true, correct and complete to the best of my knowledge and belief.

_____ _____
Complainant Signature Date

_____ _____
Received by Date

ARTICLE V
DRUG AND ALCOHOL POLICY

Student and employee safety is a paramount concern to the board. Employees under the influence of alcohol, drugs, or controlled substances are a serious risk to themselves, to students, and to other employees. Therefore, the board will not tolerate the unlawful manufacture, use, possession, sale, distribution or being under the influence of drugs or controlled substances. Nor will the board tolerate the unlawful use of, or being under the influence of, alcohol by an on-duty employee. Any employee who violates this policy will be subject to disciplinary action which may include dismissal. Each employee of the cooperative is hereby notified that, as a condition of employment, the employee must abide by the terms of this policy and will report to the director any criminal drug statute convictions for a violation occurring in or on the premises of this cooperative, or while engaged in regular employment. Such notification must be made by the employee to the director no later than five days after conviction. Within ten (10) days after the director receives such notification in any school district receiving district federal aid the director will report the violation to the United States Department of Education and in all cases report the violation to the State Secretary of Education.

Thirty days after receipt of information concerning a violation of this policy the cooperative will take appropriate disciplinary action which may include termination of employment or may require the employee to participate in drug abuse assistance or rehabilitation programs.

The Cooperative will inform employees about this policy and the dangers of substance abuse, available substance abuse counseling and rehabilitation, and the penalties for substance abuse violations occurring in the workplace.

The board recognizes that employees who have a drug abuse problem should be encouraged to seek professional assistance. An employee who requests assistance shall be referred to a treatment facility or agency in the community if such a facility or agency is available.

When a staff member has consumed alcoholic beverages or illegal drugs off of school property and/or before a school activity, the staff member will not be allowed on school property or to participate in school activities. Staff members who violate this regulation may be subject to the same penalties as for possession or consumption on school property.

When Cooperative officials have reasonable suspicion that a violation of this policy has occurred, the employee under suspicion will be required to submit to a test for alcohol and/or illegal drugs. NESC employees must submit to a drug or alcohol test when requested by NESC Administration. A declined test will constitute a failed test.

The Cooperative Board hereby commits itself to a continuing good faith effort to maintain a drug-free workplace.

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

TEMPORARY DISENGAGEMENT

The board recognizes the inadequacies of "crisis action" and the importance of expert legal counsel in the area of dismissal for any employee. In the event of an emergency situation, the employee will be temporarily disengaged by NESC Administration, with pay, from his responsibilities and requested to await further notice from the administrative office. This action only simplifies one situation so as to maintain a proper environment for learning and in no way imputes contributory involvement to the employee. He/She may be reinstated to their responsibilities when advisable, or may be notified of suspension when investigation so indicates.

SUSPENSION

When contributory involvement is ascertainable, the employee should be suspended by NESC Administration, with pay, pending an executive session hearing before the board and a decision regarding further employment. The employee shall have full opportunity for defense against charges and to face any person who has made allegations. If any representative is to be present, both the employee and the board should be represented for advice concerning legal rights and possible legal outcomes. In the event of civil or criminal litigation, the welfare of the students shall be the only criterion on which continued employment is based.

Immediate dismissal shall be based on the provision of state law. The board shall take this step only on advice of legal counsel or on the basis of affirmative evidence supporting such action by the board.

It shall be the purpose and use of this policy to assist in the improvement of instruction and to determine future employment.

ARTICLE VI
ACCEPTABLE USE POLICY

Employees may not use technology in a way that undermines attentiveness to students.

NESC Information Technology
Any computer, networking device, telephone, copier, printer, fax machine, or other information technology which

1. is owned by NESC or
2. is licensed or leased by NESC or
3. is owned or leased by member school districts and used by NESC employees is subject to NESC policies.

In addition, any information technology which

1. connects directly to NESC data or telephone networks, or
2. connects directly to a computer or other device owned or operated by NESC, and/or
3. otherwise uses or affects NESC information-technology facilities is subject to NESC information-technology policies.

In addition, employees will be required to adhere to any NESC member districts' acceptable use policy as well.

Restricted Applications
Restricted applications of NESC's information technology primarily include but are not limited to:

1. threatening NESC's tax-exempt status, such as certain kinds of political activity and most commercial activity,
2. illegal acts, such as fraud, harassment, copyright violation, and child pornography,
3. depriving other users of their fair share of NESC information technology or interfere with the functioning of central networks and systems, such as mass mailings, and chain letters
4. violating NESC by-laws or policies
5. sending or displaying offensive messages or pictures
6. using obscene language
7. insulting or attacking others
8. engaging in practices that threaten the network (e.g., loading files that may introduce a virus)
9. violating copyright laws
10. using others' passwords without permission
11. trespassing in others' folders, documents, or files
12. intentionally wasting limited resources
13. employing the network for sale of personal items

Disclaimers do not render restricted applications acceptable. The only recourse available to someone interested in such applications is to use non-NESC computers, networks, and other technologies.

Procedures
When any use of information technology at NESC presents an imminent threat to other users or to the NESC's technology infrastructure, system operators may take whatever steps are necessary to isolate the threat, without notice if circumstances so require. This may include changing passwords, locking files, disabling computers, or disconnecting specific devices or entire sub-networks from NESC, regional, or national voice and data networks. System operators will restore connectivity and functionality as soon as possible after they identify and neutralize the threat.

Telephones, computers, network connections, accounts, usernames, authorization codes, and passwords are issued to identify them as eligible users of NESC information technology. Users are responsible for not sharing their privileges with others, and especially for ensuring that authorization codes and passwords remain confidential. Users of computers connected to the NESC network, permanently or temporarily, are responsible for ensuring that unauthorized users do not thereby gain access to the NESC network or to licensed resources.

Use of information technology that violates this policy and rules based on it may result in disciplinary proceedings and, in some cases, in legal action.

Sanctions
Preliminary determination:
The cooperative director with assistance from the technology committee will make the initial determination of a policy violation. Once it has been determined that a policy violation has occurred, the director will implement the appropriate sanction(s).

Sanctions may include but are not limited to:
1. verbal warning
2. written warning
3. deny, suspend, or revoke any internet access as deemed appropriate
4. employment sanctions
5. notification of law enforcement

ARTICLE VII
VEHICLE USE POLICY

Authorization For Use:
NESC employees and contracted service providers shall operate NESC owned vehicles only when they:

1. Are authorized by NESC administration to act as the operator of a vehicle;
2. Hold a valid driver's license for the class of vehicle they are approved to operate. The cooperative may verify license status by checking motor vehicle records. Employees who move to and become residents of South Dakota will have 60 calendar days from their date of hire to secure a South Dakota Driver's License.
3. Provide a copy of their driver's license to NESC;

Responsibilities of Vehicle Operator:

Employees operating NESC vehicles shall:
1. Ensure NESC vehicles will only be used for NESC purposes.
2. Ensure the vehicle is made available for routine maintenance as well as unscheduled maintenance when required.
3. Ensure the engine oil is changed approximately every 3,000 miles.
4. Ensure the vehicle is locked when not in use.
5. Ensure all vehicle related charges made to an NESC account is for an NESC vehicle.
6. Maintain a mileage log to be submitted on a monthly basis to the NESC Administrative Offices.
7. Provide all gas and maintenance receipts on a monthly basis to the NESC Administrative Offices.

8. Operate such vehicles in a safe, responsible manner, and in compliance with South Dakota State laws and regulations as well as local laws governing vehicle use.
9. Cellular phone calls, incoming or outgoing, are discouraged while driving. Be encouraged to pull off to a safe area and stop driving to use a cell phone in a vehicle.
10. Texting or using a web browser is prohibited while operating a NESC vehicle.
11. Inspect vehicles before operating to ensure the vehicle will function in a safe manner.
12. Report any suspension or revocation of their driver's license to NESC Administration as soon as they are aware or should have been aware of such action.
13. Report all accidents to NESC administration as soon as possible and practical.
14. Renew annually the NESC Vehicle Use Policy.
15. Refrain from engaging in activities which may distract an individual from safely operating a vehicle.
16. Refrain from operating any such vehicles when under the influence of controlled substances, medications, or mental or physical conditions which could impair their ability to properly operate a vehicle.
17. Refrain from any tobacco use while in an NESC vehicle.
18. Refrain from the unlawful use, distribution, dispensing, manufacture, or possession of a controlled substance.
19. Refrain from operating any NESC vehicle while under the influence of alcohol, any drug, or the combined influence of alcohol and any drug.
20. Refrain from operating a vehicle in a manner which endangers the safety or life of others.
21. Be personally responsible for the inside and outside appearance of the vehicle.
22. Be personally responsible for costs occurring when keys are locked in NESC vehicle.
23. Be personally responsible for traffic fines, court appearances, and other personal judgments or penalties arising from their violation of traffic laws while operating NESC vehicles.
24. Report all verbal warnings or written citations issued by an officer of the law to NESC Administration.

In addition, federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, of from using government supplied electronic equipment to text message or email when driving.

Sanctions:

The Cooperative Director will make the initial determination of a policy violation. Once it has been determined that a policy violation has occurred, the Director will implement the appropriate sanction(s).

Sanctions may include but are not limited to:
1. verbal warning
2. written warning
3. deny, suspend, or revoke any use of a Cooperative vehicle
4. employment sanctions
5. notification of law enforcement

ARTICLE VIII
FAMILY & MEDICAL LEAVE

The Northeast Educational Services Cooperative (NESC) will provide Family and Medical Leave Act of 1993 ("FMLA") to its eligible employees. The NESC will comply with the provisions of the FMLA.

The FMLA provides eligible employees up to twelve (12) weeks (or up to twenty six (26) weeks of military caregiver leave) of unpaid, job-protected leave during a 12-month period, measured on a rolling twelve (12) month calendar.

Eligibility. In order to be eligible for FMLA, an employee must have:
(1) been employed by NESC for at least a total of twelve (12) months, and

(2) worked at least 1,250 hours in the twelve (12) months immediately preceding the start of the leave.

The 1,250 hour requirement does not include using paid leave or unpaid leave.

Leave Entitlements. Eligible employees may take FMLA for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered service member's spouse, child, parent, or next of kin may also take up to twenty six (26) weeks of FMLA leave in a single 12-month period to care for the service member with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Concurrent Leave. Any leave taken by an eligible employee that qualifies under the FMLA will be designated as such. FMLA approved leave shall occur concurrently with any/all applicable paid leave policies granted pursuant to the employee's respective working agreement or leave entitlements.

Notice to NESC. An employee should inform his/her supervisor of the need for FMLA at least thirty (30) days in advance of the anticipated start date of the leave if the need for leave is foreseeable. If the need for leave is not foreseeable, the employee should follow normal call-in procedures detailed in the employee's work agreement. Employees must provide enough information so that NESC can determine that the requested leave qualifies for FMLA protection.

Eligibility Notice and Rights and Responsibilities. Once NESC becomes aware that an employee's need for leave is a reason that may qualify under the FMLA, NESC will notify the employee if they are eligible for FMLA. A Notice of Rights and Responsibilities will be provided to eligible employees. Where necessary, a Medical Certification form may need to be completed by the employee.

Medical Certification. When requested, the employee must have its health care provider (or family member's health care provider) complete a Medical Certification and return it to NESC within fifteen (15) days. If the medical certification is filled out incorrectly or not filled out completely, NESC may request that the employee have the medical provider cure the deficiency. NESC may request a second opinion if it has reason to doubt the certification. Failure to provide certification may result in a denial of continuation of leave.

Designation Notice. NESC will provide the employee with a Designation Notice, detailing whether the leave qualifies under the FMLA and, if it qualifies, how much leave will be counted against the employee's FMLA entitlement.

Health Benefits. NESC will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. The employee will continue to be responsible for its share of the health insurance premiums. In the event an employee fails return to

work after using FMLA, NESC may require the employee to reimburse the NESC for the amount it paid for the employee's health insurance premium during the leave period.

Job Restoration. Upon return from FMLA, most employees must be restored to the same job or one nearly identical to it, with equivalent pay, benefits, and other employment terms and conditions.

Fitness for Duty. NESC may require an employee returning from FMLA to complete a fitness for duty examination before returning to work.

Updates. NESC may require employees to provide periodic updates on the employee's status and their intent to return to work.

The NESC will not interfere with, restrain, or deny the exercise of any right provided by the FMLA and will not discharge or discriminate against any employee for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or related to the FMLA.

While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the insurance premiums. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Business Office by the 30th day of each month. If the payment is more than (30) days late, the employee's health care coverage may be dropped for the duration of the leave. The Cooperative will provide fifteen (15) days' notification prior to the employee's loss of coverage.

ARTICLE IX
LIFE-SUSTAINING EMERGENCY CARE PROCEDURE

NESC center-base staff members responsibilities include the provision of life-sustaining emergency care. They shall take all reasonable steps to provide such care to NESC center-based students on school grounds in need of life-sustaining emergency care, and they shall attempt to contact an ambulance in accordance with regular school / NESC policies to secure the speedy transportation of the student to hospital facilities.

For purposes of this policy, "life-sustaining emergency care" means any procedure or intervention applied by NESC center-based staff that may prevent a student from dying who, without such procedure or intervention, faces a risk of imminent death. Examples of life sustaining emergency care may include: efforts to stop bleeding, unlocking airways, mouth-to-mouth resuscitation, and card-pulmonary resuscitation ("CPR").

ARTICLE X
ADMINISTRATION OF MEDICATIONS

When appropriate, Northeast Educational Services Cooperative staff will assist students with self-administration of medication according to the following requirements:

ITEM A:

This policy applies only to students directly assigned to NESC (Example: Center-Base students). NESC staff are not to become involved in the administration of medication to students not directly assigned to NESC.

ITEM B: DEFINITIONS

1. **Assistance with self-administration of medications:**
   The term "assistance with self-administration of medications" means helping a client with one or more steps in the process of taking medications, but not actual administration of medications. Assistance with self-administration of medications may include opening the medication container, reminding the client of the proper time to take the medication, helping to remove the medication from the container, and returning the medication container to proper storage. The person should have some informal training to ensure he/she feels comfortable in the role.

2. **Administration of medications:**

The administration of medications is a nursing function. The steps in medication administration entail removing an individual dose from a previously dispensed, labeled container, including a unit dose container; verifying it with the physician's order; giving the individual dose to the client for which it is prescribed; and promptly recording the time and dose given.

ITEM C: ADMINISTRATION OF MEDICATIONS

Northeast Educational Services Cooperative staff do not participate in the administration of medications unless appropriate training as required by SDCL 13-33A and Board of Nursing administrative rules has been provided.

ITEM D: REQUIREMENTS FOR SELF-ADMINISTRATION OF MEDICATION

1. The NESC Director or Assistant Director have been informed of a request for student assistance with medication.

2. A letter is distributed to the parent or guardian of each student.

3. The form, "Parent/Guardian Authorization for Assistance with Self-Administration of Medications," has been fully completed.

4. The "Medication Observation Daily Log" must be maintained by the NESC staff for each student with each medication.

5. All medications to be supervised by school personnel are kept in a securely locked area.

6. Parents/Guardians may retrieve the medication from the school at any time.

7. No more than a thirty-day supply of the medication for a student is to be stored at the school.

8. All unused, discontinued or outdated medications are to be returned to the parent or guardian and appropriately documented. All medications are to be returned to parents or guardians at the end of the school year.

9. NESC staff will notify parents or guardians of any side effects, variations from the plan, or the student's refusal or failure to take the medication.

10. Medication errors will be documented by NESC staff using the "Medication Report Error" form.

11. This policy and outlined procedures also apply concerning over-the-counter medications.

ITEM E:

All procedures included in this policy apply to circumstances involving the administration of medication. In these cases the "Parent / Guardian Authorization for Administration of Medications" form is required in place of item three under self-administration.

ADMINISTRATION OF MEDICATIONS

FORMS

Dear Parent / Guardian:

We would like to inform you of the policies that have been put in place to ensure the health and safety of children needing medication, (including over-the-counter such as Tylenol) during the school day.

Our school district requires that the following forms must be on file in your child's health record before we begin to give any medication at school:

1. Signed consent by the parent or guardian to give medicine.

2. Signed Medication Record.

Medications must be delivered to the school in a pharmacy or manufacturer-labeled container by you or a responsible adult whom you designate. Please ask your pharmacy to provide separate bottles for school and home. No more than a thirty-day supply of the medicine is to be delivered to the school.

When your child needs a medication to be given during the school day, please act quickly to follow these policies so we may begin to give the medication as soon as possible. Thank you for your help.

Sincerely Yours,

_____
School Personnel

_____
Telephone

Attachments: Parent / Guardian Authorization
Medication Record

PARENT/GUARDIAN AUTHORIZATION FOR STUDENT TO RECEIVE MEDICATION(S) FROM SCHOOL OFFICIALS

Name of student _____ Date of birth _____

Parent/guardian name _____

School/year _____ Grade _____

Home telephone _____

Name of licensed prescriber _____

Business telephone _____

Cell Phone _____

Food/drug allergies _____

Name of medication _____

Date ordered _____ Duration of order _____

Dosage _____ Frequency _____ Route of administration _____

Expiration date of medication received _____

Diagnosis (if not in violation of confidentiality) _____

Specific direction, e.g., times to be given _____

Possible side effects, adverse reactions _____

Quantity of medication received by school and date _____

Required storage conditions _____

Other medication being taken by the student (if not in violation of confidentiality) _____

I give permission for my son/daughter to receive medication with supervision from authorized school personnel.

I give permission to school personnel to share information relevant to the prescribed medication assistance as he/she determines appropriate for my son's/daughter's health and safety.

I understand I may retrieve the medication from the school at any time; however, the medication will be destroyed if it is not picked up within one week following termination of the order or one week beyond the close of school.

Parent/guardian signature _____ Date _____

Student signature, if appropriate _____ Date _____

School personnel signature _____ Date _____

MEDICATION ERROR REPORT

A medication error is defined as: “failure to assure the student receives the prescribed medication with the appropriate time frame, in the correct dosage, by the correct route, and to the correct student.”

Date of report _____

Name of student _____ Date of birth _____ Sex _____ Grade _____

Home address _____ Telephone number _____

_____

(street) (city/state) (zip code)

Date error occurred _____ Time noted _____

Personnel assisting student _____
(Name) (Title)

Licensed prescriber _____
(Name) (Address)

Medication_____ Dose _____ Route_____ Scheduled Time _____

Describe the error and how it occurred (use reverse side if necessary)

_____

_____

_____

Action Taken:
Parent/guardian notified: Yes _____ No _____ Date _____ Time _____

Other persons notified: _____

Outcome:

_____

_____

Name _____ _____ _____ _____
Type or Print Signature Title Date

MEDICATION OBSERVATION DAILY LOG

To be completed for each medication.

Name of Student _____ School Year _____ Teacher _____

Name and Dosage of Medication _____ Route _____ Frequency _____ Time Given _____

Direction: Initial with time in box; a complete signature and initials of each person should be included below.

	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
Jul																															
Aug																															
Sep																															
Oct																															
Nov																															
Dec																															
Jan																															
Feb																															
Mar																															
Apr																															
May																															
Jun																															

INITIALS SIGNATURE

1. _____ _____
2. _____ _____
3. _____ _____
4. _____ _____
5. _____ _____

CODES

(A) Absent
(E) Early Dismissal
(F) Field Trip
(N) No Medication Available
(W) Dosage Withheld
(X) No School

ARTICLE XI
REPORTING CHILD ABUSE

Because of their regular contact with school-age children, school employees are in an excellent position to identify abused or neglected children.

To comply with the law (SDCL 26-8A-7) it is the policy of the Northeast Educational Services Cooperative that any staff or other coop employee who suspects that a child under 18 years of age has been neglected or physically abused (including sexual or emotional abuse) by any person including parent or other person, other than by accidental means, shall report orally or in writing to the principal, superintendent, or director who shall then immediately report to the states attorney of that county or to the Department of Social Services or to the county sheriff or to the city police. The principal, superintendent or director shall inform the coop employee initiating the action within 24 hours and in writing that the report has been made. The employees shall make the report directly to the proper authorities if the principal, superintendent or director fails to do so.

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

Coop employees, including administrators shall 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 coop employees to prove that the child has been abused or neglected, or to determine whether the child is in need of protection, only to report his or her suspicions of abuse or neglect.

Any personal interview or physical inspection of the child should be conducted in considerate, professional manner and information or records concerning reports of suspected abuse or neglect are confidential and the release to persons other than provided by law (SDCL 26-8A-8) is punishable by $1,000 fine, one year in jail or both (SDCL 26-8A-13 and 22-6-2). Failure to make a report where abuse or neglect is suspected is subject to the same punishment (SDCL 26-8A-3).

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 (SDCL 26-8A-14 and 26-8A-15).

Copies of this policy shall be distributed by the Director or his designee to all coop employees at the beginning of each school term and to new employees when they begin employment if at a different time than the beginning of the school term.

The Board will support any employee making a report of suspected child abuse or neglect until and unless it is determined that the employee was acting in bad faith in making the report.

ARTICLE XII
BUSINESS CREDIT CARD POLICY

The Director and Business Manager are authorized to obtain credit cards in the Cooperative’s name for the purpose of purchasing items and services that are coop related.

The total line of credit shall not exceed $15,000. The Director and Business Manager are authorized to administer the credit card usage by administration and staff. Credit Cards are to be used for the following:

1. Travel costs - airline tickets, registration fees, vehicle rental, and lodging (meals are not to be purchased with credit cards).

2. Purchase of materials, supplies or equipment when the Business Manager or Director provides prior authorization.

3. Emergency purchases for coop-related items when there is insufficient time to follow regular purchase procedures.

4. On-line/internet purchases or registration where a credit card is required, and the purchase is authorized by the Business Manager or Director.

Individuals making purchases as outlined above are required to submit invoices and other such documentation as the Business Office may require prior to the credit card bill being paid to allow for proper expense coding.

The Board and NESC Administration have the authority to revoke use of any credit card if use becomes other than for which it was originally intended. If the Board or Administration revokes use of a card, the Business Manager or Director shall cancel the card the next business day after the Board of Directors meeting the card was voted to be revoked. Documentation of the cancelled card shall be presented at the following Board of Directors meeting.

ARTICLE XIII
FLEET CREDIT CARD POLICY

The Director and Business Manager are authorized to obtain and distribute fleet cards to NESC employees. The line of credit on these cards shall not exceed $250 per day. The Director and Business Manager are authorized to administer the fleet card usage by Administration and other NESC employees. Fleet Cards are to be used for the following:

1. Purchase of gasoline for Northeast Educational Services Cooperative vehicles.
2. Purchase of oil changes and other routine maintenance.
3. Fleet Cards will only be distributed to employees with a Cooperative vehicle or at the discretion of the Director and Business Manager.
4. Absolutely no purchases of any kind may be used for NESC staff's personal vehicles.
5. Employees that return their Cooperative issued vehicles at the end of the school year will also return their fleet card. They will be re-issued the fleet card when they are re-issued a Cooperative vehicle at the start of the next school year.

Individuals making purchases as outlined above are required to submit all receipts and invoices, along with his or her mileage log, that will note the price per gallon, gallons purchased, and total purchase amount the day a transaction is made. The Business Office will require the documentation prior to the credit card bill being paid, to allow for proper expense coding.

The Board and NESC Administration have the authority to revoke use of any fleet card if use becomes other than for which it was originally intended. If the Board revokes use of a card, the Business Manager shall cancel the card the next business day after the Board of Directors meeting. The card voted to be revoked will be obtained from the employee or employees. If Administration revokes use of a fleet card, they will notify the Board of Directors at the next meeting. Documentation of the cancelled card shall be presented in any case at the subsequent Board of Directors meeting.

ARTICLE XIV
NON-FIXED ASSET INVENTORY

An inventory of non-consumable supplies and equipment that has a value greater than or equal to $25.00 will be kept and tracked by the business office. Inventory will be categorized by the employee that possesses the item or storage. To ensure accuracy, a written request must be made before anything is transferred between employees, from storage, or to storage. At the end of each fiscal year a listing will be

sent to each employee to review for accuracy. Any supplies that are obsolete, broken, missing, or no longer usable will be declared surplus at the June Board of Directors meeting and then disposed of.

ARTICLE XV
CONFLICT OF INTEREST – COOPERATIVE OFFICIAL

This policy requires Cooperative Officials to disclose interests in, or direct benefits from, any Cooperative contract, when the amount of interest or benefit is more than $5,000 within a 12-month period. Additionally, such direct benefits are prohibited unless the board authorizes a waiver.

DEFINITIONS:

1. "Cooperative Official" refers to a cooperative board member, business manager, director, or other person with the authority to enter into a contract or spend money in an amount greater than $5,000.

2. "Interest in a contract" is when a Cooperative Official, the spouse of a Cooperative Official, or any other person with whom the Cooperative Official lives and commingles assets

    a. is employed by a party of any contract with the cooperative; or
    b. receives more than nominal compensation or reimbursement for actual expenses for serving on the board of directors of an entity that derives income or commission directly from the contract or acquires property under the contract.

3. "Direct benefit from a contract" is when a Cooperative Official, the spouse of a Cooperative Official or any other person with whom the Cooperative Official lives and commingles assets

    a. is a party to or intended beneficiary of the contract between the cooperative and a third party;
    b. has more than a five percent ownership interest in an entity that is a party of the Cooperative contract;
    c. acquires property under the contract with the Cooperative; or
    d. receives compensation, commission, promotion, or other monetary benefit directly from the contract.

EXCEPTIONS:

If any of the following apply, disclosure (and authorization, if a direct benefit) is not required:

1. when the person's relationship to the contract is based solely on the value associated with the person's publicly-traded investments or holdings;

2. when the person's relationship to the contract is due to participating in a vote or a decision in which the person's only interest arises from an act of general application;

3. when the person does not receive compensation or a promotion directly attributable to the contract and is not employed in an area related to the contract;

4. when the contract is for the sale of goods or services, or for maintenance or repair services, in the regular course of business at or below a price offered to all customers;

5. when the contract is subject to a public bidding process;

6. when the contract is with the official depository as set forth in SDCL 6-1-3;

7. when the person only receives nominal income or compensation, a per diem authorized by law, or reimbursement for actual expenses incurred; or

8. when the contract or multiple contracts with the same party within a twelve-month period with whom the cooperative contracts in an amount less than five thousand dollars.

DISCLOSURE REQUIREMENT:

Cooperative Officials must disclose any interests and direct benefits received from contracts. However, waivers are only required for authorizing direct benefits. (Mere interests in a contract do not require board authorization.)

Conflicts of interest which extend into consecutive fiscal years must also be disclosed at the annual reorganization meeting.

All conflict of interest disclosures must be documented in the official board minutes.

BASIS FOR A WAIVER:

A waiver may be granted by the board to authorize Cooperative Officials to receive a direct benefit from the Cooperative's contract with a person or entity (public, private, for-profit, non-profit) if the following conditions are met:

1. That person provides a full written disclosure to the board. Written disclosure must include the following information.

    a. all parties to the contract
    b. the Cooperative Official's role in the contract
    c. the purpose or objective of the contract
    d. the consideration or benefit agreed to be conferred upon each party
    e. the duration of the contract

2. To the extent that circumstances allow, disclosure must be given prior to entering into any contract that requires a waiver. If circumstances do not permit disclosure prior to entering into the contract, then the details must be disclosed within forty-five days after entering into it. If the contract extends into consecutive fiscal years, then disclosure shall also be made at the annual board meeting.

3. The board determined that the transaction and terms of the contract are fair and reasonable and not contrary to the public interest.

The public records laws (SDCL Ch. 1-27) apply to all requests for a waiver.

BOARD ACTION ON A REQUEST FOR WAIVER:

1. The Cooperative will have an agenda item at the beginning of each board meeting agenda when the board will address conflict of interest disclosures and requests for a waiver.

2. Disclosures and requests for a waiver submitted before the conflict of interest agenda item is acted on will receive action during the scheduled meeting.

3. Disclosures and requests received after the conflict of interest agenda item has been acted on will be deferred to the next scheduled meeting.

4. If the board believes the request form information is incomplete, the board must ask the person requesting the waiver for additional information. The board may receive the needed information from the requesting party at the board meeting when the waiver request is being addressed.

5. When considering a waiver request, the school should be able to determine the requesting party's relationship to the contract, the requesting party's relationship to the outside contracting party, whether

the contract terms are reasonable and in the public interest, and any other factors the board believes will help establish the relevant facts and circumstances surrounding the contract (s) and the request for waiver.

6. At the meeting when the waiver request will be considered by the board, the Cooperative Official submitting the waiver request should be present and prepared to answer questions from the board.

7. The request and the Board's determination must be included in the minutes of the meeting.

8. If the authorization is granted, a written authorization shall be prepared following the meeting and signed by the President/Chair of the Board or other authorized Board Member, and filed with the Auditor General.

MISCELLANEOUS:

1. Knowingly violating the conflict of interest laws set forth in SDCL 3-23 is a criminal act. Cooperative Officials who do so will be removed from office or employment and are disqualified from holding any public office, elective or appointive. Additionally, any contract made in violation of this policy may be voided by the board of directors, and any benefits gained thereby are subject to forfeiture.

2. The cooperative attorney may answer general questions about the applicability of SDCL Ch. 3-23 or about the other laws that address conflicts of interest. However, the cooperative attorney represents the cooperative and its board of directors, not Cooperative Officials in their individual capacities. Cooperative Officials should consult with their private attorneys if they have specific questions as to how conflict of interest laws and this policy apply to their individual interests and contracts.

CONFLICT OF INTEREST DISCLOSURE

Date: _____ Name of official submitting the disclosure: _____

This disclosure is for the purpose of notifying the board of directors about:

__ an interest in a contract
__ a direct benefit from a contract (requires board action)

Identify the following:

(1) all parties to the contract

(2) the person's role in the contract or transaction

(3) the purpose(s)/objective(s) of the contract

(4) the consideration or benefit conferred or agreed to be conferred upon each party

(5) the length of time of the contract

(6) any other relevant information

If this disclosure relates to the Cooperative Official deriving a direct benefit from a contract, explain how the terms of the contract are fair, reasonable, and not contrary to the public interest such that authorization should be granted by the board.

Signature of Cooperative Official:

_____

THIS IS A PUBLIC DOCUMENT

WAIVER AUTHORIZATION PURSUANT TO SDCL 3-23-3

A conflict of interest disclosure of a direct benefit, dated _____

was received from _____.

This request was considered by the members of the Northeast Educational Services Cooperative Board of Directors during a meeting held on _____.

__ The request for authorization was denied because the terms of the contract were not considered fair and reasonable, or contrary to the public interest.

__ The request for waiver was authorized because the terms of the contract are fair and reasonable, and not contrary to the public interest such that a waiver should be granted.

__ The request for waiver was authorized because the terms of the contract are fair and reasonable, and not contrary to the public interest such that a waiver should be granted, subject to the following conditions:

_____

_____

_____

_____

Signature of Board President/Chairperson or Authorized Member

_____

Printed Name: _____

Date: _____

Date Mailed to Auditor General: _____

ARTICLE XVI
CONFLICT OF INTEREST – STAFF

Employees of the Cooperative will not engage, directly or indirectly, in any activity that conflicts (or raises a reasonable question of conflict) with their duties and responsibilities performed for the Cooperative.

Employees will not engage in work of any type where information concerning customer, client, or employer originates from any information available to them through Cooperative sources.

Employees will not sell textbooks, instructional supplies, equipment, reference books, or any other educationally related products to the schools in the Cooperative.

In order that there is no conflict of interest in the supervision and evaluation of employees, at no time may any administrator be responsible for the supervision and/or evaluation of an employee who is the spouse, the parent or step-parent, child or step-child, grandparent or grandchild, aunt, uncle, cousin, niece or nephew of that administrator.

Employees must disclose actual or potential conflicts to the Director as soon as they become aware of them. Failure to make required disclosures or resolve conflicts of interest satisfactorily can result in discipline up to and including termination of employment.

ARTICLE XVII
RESTRAINT AND SECLUSION

SDCL 13-32-20 provides legal authority and a responsibility for the Cooperative to limit the use of restraint and seclusion in its educational programs.

A. Prohibited Restraint and Seclusion

Cooperative employees will not use prone restraint on students, except when doing so is necessary and reasonable and moderate in degree. (Prone restraint is defined as physical pressure applied to any part of the student's body to keep the student in a face-down position on the floor or other surface.)

Cooperative employees will not leave students alone, when they have been involuntarily confined to a room, unless there is a clear and present danger.

B. Notification

Following any incident requiring restraint or seclusion of a student, the Cooperative employee involved must notify NESC Administration. NESC Administration will ensure the parent or guardian of the student affected will also be notified.

ARTICLE XVIII
TRUST AND AGENCY FUNDS

1. Advisor/Administrator of fund account turns money into the Business Manager.

2. Business Manager receipts the money and enters it into accounting software.

3. Business Manager writes up a deposit after reconciling cash and/or checks to receipts and takes to the bank.

4. Advisor/Administrator fills out requisition for items needed.

5. Business Manager will process request.

ARTICLE XIX
PUBLIC PARTICIPATION AT BOARD MEETINGS

SDCL 1-25-1 provides the legal requirement to allow public participation at official board meetings of public agencies. Such meetings must be open to the public. Further, the Cooperative must post a public notice of its official meetings (including an agenda) and must reserve a time for public comment.

With that in mind, the Board invites and welcomes any member of the public to attend and participate in its meetings, within the following limitations (for both agenda and non-agenda items).

A. Regularly-scheduled meetings are not public meetings but meetings of the Board held in public.

B. Someone wanting to share comments must present that request to the Director or the Chairperson prior to the start of the meeting and must sign the register. These comments will be shared during the public comment agenda item.

C. So that public comments do not interfere unduly with the scheduled business of the Board, any one person will be limited to five minutes. When multiple speakers are present, the total time allotted for all of them will not exceed fifteen minutes. Further time may be allowed only at the discretion of the Chairperson.

D. Public comments may not be argumentative, boisterous, disrespectful, threatening, or cause disruption in any other way.

E. To promote concerns being heard and remedied at the lowest level possible, the Board will not hear complaints regarding any individual staff member or student. Instead, any criticism should be directed privately to the employee concerned (and should thereafter follow the chain of command).

F. Meetings are closed to the public during executive sessions (SDCL 1-25-2).

The Board grants its Chairperson (or other presiding officer) authority to terminate the remarks of any individual who does not adhere to these rules established above.

APPENDIX A

NESC JOB DESCRIPTIONS

JOB DESCRIPTION FOR

DIRECTOR

I. Background Information

This position provides administrative oversight to all departments within the Cooperative. Emphasis is placed on the development of effective programs and services for students with disabilities served by NESC member districts. The director promotes high quality and sound ethics in general and is accountable to the NESC Board of Directors.

II. Professional Responsibilities

A. Coordinate and recommend policies and programs for the Board of Directors and Superintendents' Advisory Board.

B. Communicate with school district administration and staff regarding pertinent issues.

C. Work in cooperation with the NESC Assistant Director

- ➢ to promote an attitude amongst NESC personnel that every child can learn and be successful.
- ➢ to facilitate professional development.
- ➢ to collect and analyze data to measure district satisfaction of NESC services.

D. Work in cooperation with the NESC Business Manager

- ➢ to develop and implement budgets,
- ➢ to ensure accepted accounting standards are implemented, and
- ➢ to ensure inventory is maintained.

E. Serve as a resource person to member districts.

F. Establish and review a special service delivery system in conjunction with member districts that complies with state and federal regulations.

G. Complete state and federal forms relating to the Cooperative.

H. Establish channels of communication between the NESC Board of Directors, Advisory Board of Superintendents, and members districts.

I. Ensure employees are evaluated.

J. Make personnel recommendations to the Board of Directors.

K. Plan and write grants based on specific needs and availability of funding sources.

L. Plan and arrange in-service where appropriate for NESC and LEA staff.

M. Ensure the NESC building, grounds, and vehicles are maintained.

N. Facilitate NESC Board meetings.

O. Ensure the agenda and its supporting documents for both the NESC Board of Directors and Advisors are timely completed and posted.

P. Stay current on local, state, and federal laws and regulations pertaining to all aspects of the Cooperative.

Q. Work with local, state, and federal leaders concerning the creation, amendment, or adoption of new laws or regulations concerning all aspects of the Cooperative.

R. Maintain personal and professional leadership skills.

S. Participate and represent the Cooperative in professional organizations and professional growth opportunities.

T. Perform other duties as deemed appropriate by the Cooperative Board of Directors.

III. Qualifications

The director should have a master's degree in school administration with experiences in special education being beneficial and appropriate administration certification from the South Dakota Department of Education.

JOB DESCRIPTION FOR

ASSISTANT DIRECTOR

I. Background Information

The assistant director is an extension of the cooperative's director. This position provides administrative oversight to departments as designated and promotes high quality and sound ethics in general. The cooperative's assistant director is accountable directly to the director.

II. Professional Responsibilities

A. Manage departments in the cooperative as assigned by the director. For departments being managed perform the following activities.
   1. Participate in budget planning, making arrangements for the department's needs in the coming fiscal year. Process requisitions, employee leave, and professional development requests.
   2. Facilitate professional development and departmental meetings as necessary.
   3. Supervise and evaluate employees.

B. Ensure that cooperative policies and procedures are maintained.
C. Review and file employee calendars.
D. Arrange for ESY service delivery. This includes the following activities.
   1. Determine which school districts would like the cooperative to manage academic ESY.
   2. Project ESY needs through consultation with special education providers.
   3. Arrange for coverage to meet all of those needs.
   4. Communicate ESY expectations to providers, such as how to submit for mileage and pay.
   5. Maintain a list of students served through ESY and a list of providers with pertinent details.
   6. Serve as a contact for any questions or concerns regarding ESY.
E. Attend Board of Directors and Board of Advisors meetings and other meetings as required and deemed appropriate by the Director.
F. Serve as a resource person to NESC and member district staffs in the area of special education.
G. Communicate with school district administration and staff regarding pertinent issues.
H. Perform other duties as deemed appropriate by the Director.

III. Qualifications

The assistant director should have a master's degree in special education or school administration and appropriate certification from the South Dakota Department of Education.

JOB DESCRIPTION FOR
BUSINESS MANAGER

I. Background Information

The Business Manager administers all aspects of the Cooperative's business operations. The primary responsibilities include managing a financial accounting system, claiming state and federal grants, preparing the annual budget and monitoring expenditures, preparing and analyzing month and year end reports, and administering human resources benefits.

II. Professional Responsibilities

A. To act in a consultatory and advisory capacity to the director in matters pertaining to the formulation and execution of financial policy and requisitions dealing with the NESC.
B. To prepare the annual budget for the NESC, prepare monthly and annual financial reports of the disbursements and receipts of the several funds, and maintain adequate control over all financial transactions.
C. To assume responsibility for the preparation of the various payrolls, supervise all regular and special accounts and funds of the NESC, the accounting and reporting thereof, and maintain the same according to state law and NESC policy.
D. To process all requisitions for the purchase of NESC supplies and equipment.
E. To prepare and process specifications, obtain bids and price quotations, open and tabulate bids when necessary, and execute contracts for the same as prescribed by the policies of the NESC and the laws of the state.
F. To act on behalf of the Board of Directors in the administration of insurance coverage.
G. To maintain a record of inventory of the NESC owned property.
H. To assume responsibility for obtaining adequate telephone service, fire protection, and other services necessary for the operation and maintenance of the NESC Office.
I. To assume responsibility for uniform accounting for handling of money for the NESC.
J. To assume responsibility for billing and collecting all tuition receipts from individuals and/or school districts receiving services from the NESC.
K. To purchase all educational supplies, maintenance of supplies and equipment necessary for the operation of the NESC as approved in the annual budget. Any other purchases must have approval of the Board. All the purchases must be made in accordance with the laws of the state.
L. To act as clerk and treasurer of the board, with the following duties:
    1. Keep an accurate journal of the proceedings of the Board
    2. Take charge of the Board's books and documents.
    3. Issue all warrants for payment of verified bills approved for payment by the Board.
    4. Prepare the annual report of the NESC.
    5. Keep a record of all financial transactions relating to the operation of the NESC.
    6. Submit financial statements and reports at the monthly meetings of the Advisory Board and Board of Directors.
M. To perform other such duties as may be delegated by the Board of Directors and/or Director.

III. Qualifications

A. Education
The Business Manager should hold a bachelor's degree relating to School Finance, Accounting, or Business Administration or have equivalent experience.

B. Experience
    1. The Business Manager should have strong analytical and computer skills, especially in regard to Microsoft Excel.
    2. Successful experience as a school business official is preferred but not required.

JOB DESCRIPTION FOR
ADMINISTRATIVE ASSISTANT

I. Background Information

The administrative assistant provides administrative support for the NESC office and staff. This position encompasses general clerical duties, receptionist duties, and project-based work. The administrative assistant is accountable to NESC administration.

II. Professional Responsibilities

A. Answer telephone and transfer to appropriate staff member or take messages.

B. Create and modify documents using Microsoft Office applications.

C. Perform general clerical duties to include but not limited to: photocopying, faxing, mailing, e-mailing, scheduling, keyboarding, workshop registrations, and filing.

D. Maintain hard copy and electronic filing system.

E. Setup and coordinate meetings.

F. Assist with Medicaid billing.

G. Perform other duties as assigned.

III. Qualifications

The administrative assistant should be proficient in verbal and written communication skills, keyboarding, and basic math and language. Additionally, there should be comfort working with Windows, Microsoft Office applications, e-mail, facsimile machines, and copy machines. A successful candidate will be able to organize, multi-task, and work independently.

JOB DESCRIPTION FOR
EARLY CHILDHOOD SPECIAL EDUCATION TEACHER (ECSE)

I. Background Information

Early identification can lead to early intervention, which is associated with better outcomes for children with disabilities. With that goal in mind, early childhood special education (ECSE) teachers conduct special education activities pursuant to the Individuals with Disabilities Education Act (IDEA) for children ranging from infancy until enrollment in kindergarten. One critical function is serving as a Child Find contact on behalf of school districts. Another important role is working with families in a preventative capacity, teaching parents and caregivers the strategies and skills that would be effective in promoting developmental wellness. For the children who are eligible for special education, ECSE teachers design and deliver specialized instruction and serve as case managers, creating special education records and coordinating with other professionals.

This position is an academic year contract with extra work paid additionally throughout the summer to complete Child Find, Birth to 3, and Extended School Year (ESY) duties.

II. Professional Responsibilities

A. Conduct developmental screenings.
B. Serve as a Child Find contact on behalf of member school districts, documenting new referrals, communicating with the LEA, and responding on the LEA's behalf appropriately. Coordinate evaluations with other professionals (including outside agencies if applicable).
C. Administer developmental, achievement, and skill-based evaluations and generate the related reports.
D. Guide eligibility decisions and prepare the eligibility determination documents for the children served.
E. Write Individualized Education Programs (IEPs) and the associated paperwork for children eligible for special education, based on individual needs.
F. Contribute to the development of Individual Family Service Plans (IFSPs).
G. Provide therapy to stimulate growth in developmental areas (cognitive, physical, communication, social or emotional, and adaptive behavior), linking instructional activities to program goals.
H. Deliver special education services in the least restrictive environment to the maximum extent appropriate.
I. Model, teach, and counsel parents regarding how to increase the child's independence and developmental wellness.
J. Maintain special education records in accordance with State requirements and the practices of member school districts.
K. Create and update a schedule of services, keeping the stakeholders notified.
L. Prepare information for Indicators 11 and 12 for one's own caseload. Submit information for Indicator 7 on behalf of member school districts.
M. Transmit calendars, schedules, caseloads, ESY data, Medicaid logs, vehicle mileage logs, evaluation data, indicators, and inventory reports when requested.
N. Perform other, reasonably-related duties as assigned.

III. Qualifications

A. Education
ECSE teachers should hold a bachelor's or master's degree in education or a related field from an accredited college or university.
B. Certification
ECSE teachers are fully certified for this position when they hold a South Dakota teacher's certificate with an endorsement allowing special education of children in the preschool ages.
C. Experience
Successful experience as a special education teacher working with preschool children is preferred but not required.

JOB DESCRIPTION FOR
SPEECH-LANGUAGE PATHOLOGIST

I. Background Information

Speech-language pathologists (SLPs) work to prevent, assess, diagnose, and treat speech, language, social communication, cognitive-communication, and swallowing disorders in children and adults. Additionally, they provide aural rehabilitation for individuals who are deaf or hard of hearing and implement augmentative and alternative communication (AAC) systems for individuals with severe disorders.

The responsibilities of educationally-based SLPs have been influenced by special education law – the key provision for their funding. Therefore school-based SLPs must focus on remediating a student's impairment only to the point that it no longer interferes with educational performance.

This position is an academic year contract with extra work paid additionally throughout the summer to complete Child Find, Birth to 3, and Extended School Year (ESY) duties.

II. Professional Responsibilities

A. Conduct universal hearing screenings.
B. Participate in developmental screenings.
C. Serve as a Child Find contact on behalf of member school districts, documenting new referrals, communicating with the LEA, and responding on the LEA's behalf appropriately.
D. Administer professional evaluations and generate the related reports.
E. Guide eligibility decisions and help prepare the eligibility determination document when the category of disability in question is Speech-Language Impairment (550), Deafness (545), or Hearing Loss (515).
F. Diagnose and remediate impairments in speech-language areas (articulation, language, voice, and fluency), linking instructional activities to program goals.
G. Deliver special education services in the least restrictive environment to the maximum extent appropriate.
H. Model, teach, and counsel parents and teachers regarding how to promote growth in communication and independence for the child.
I. Write Individualized Education Programs (IEPs) and the associated paperwork for children eligible for special education, based on individual needs.
J. Contribute to the development of Individual Family Service Plans (IFSPs).
K. Maintain special education records in accordance with State requirements and the practices of member school districts.
L. Create and update a schedule of services, keeping the stakeholders notified.
M. Prepare information for Indicator 11 and 12 for one's own caseload.
N. Transmit calendars, schedules, caseloads, Medicaid logs, vehicle mileage logs, evaluation data, indicators, and inventory reports when requested.
O. Supervise speech-language pathology assistants.
P. Perform other, reasonably-related duties as assigned.

III. Qualifications

A. Education
SLPs who held a speech-language pathologist certificate from the South Dakota Department of Education as of July 1, 2012 must have at least a bachelor's degree in speech pathology from an accredited college or university. Otherwise SLPs must hold a master's or a doctoral degree from an institution accredited by the accrediting agency of ASHA and approved by the United States Department of Education.

B. Certification
SLPs must be licensed to practice speech-language pathology by the South Dakota Board of Examiners for Speech-Language Pathology.

C. Experience
Successful experience as a speech-language pathologist is preferred but not required.

JOB DESCRIPTION FOR
SPEECH-LANGUAGE PATHOLOGY ASSISTANT

I. Background Information

Some interventions used to treat individuals with communication and related disorders can be performed successfully by someone other than a speech-language pathologist (SLP) if the person conducting that task has been properly trained and supervised by a speech-language pathologist. In particular the more repetitive, mechanical, and routine clinical duties are well-suited to delegation.

Speech-language pathology assistants (SLPAs) assist in the provision of speech-language pathology services that are designed and monitored by a supervising SLP. Additionally, SLPAs may support in other duties such as screening, scheduling, checks and maintenance of equipment, and recordkeeping.

This position is an academic year contract with extra work paid additionally throughout the summer to complete Birth to 3 and Extended School Year (ESY) duties.

II. Professional Responsibilities

A. Deliver speech-language pathology interventions, following documented treatment protocols established by the supervising SLP and linking instructional activities to program goals.
B. Communicate student progress and potential issues to supervising SLP.
C. Conduct universal hearing screenings without clinical interpretation.
D. Participate in developmental screenings without clinical interpretation.
E. Model, teach, and counsel parents and teachers regarding how to promote growth in communication and independence for the child.
F. Maintain special education records in accordance with State requirements and the practices of member school districts.
G. Create and update a schedule of services, keeping the stakeholders notified.
H. Transmit calendars, schedules, caseloads, Medicaid logs, vehicle mileage logs, evaluation data, and inventory reports when requested.
I. Perform other, reasonably-related duties as assigned.

III. Qualifications

A. Education
SLPAs must hold an associate's degree in speech-language pathology assistance or a bachelor's degree in speech-language pathology or communication disorders from an accredited academic institution.

B Certification
SLPAs must be licensed as a speech-language pathology assistant by the South Dakota Board of Examiners for Speech-Language Pathology.

C. Experience
Successful experience as a speech-language pathologist assistant is preferred but not required.

JOB DESCRIPTION FOR
SCHOOL PSYCHOLOGIST

I. Background Information

School psychologists help to navigate the requirements for special education by reviewing school records, planning and coordinating evaluations, administering new diagnostic evaluations, and applying student data to the State's eligibility criteria. Additionally they recommend specific intervention and placement solutions based on individual needs. Ongoing consultation with parents and teachers is an important part of the work.

II. Professional Responsibilities

A. Assist special education teachers with evaluation planning.
B. Conduct academic, behavioral, observational, and psychological assessments and generate the related reports.
C. Interpret evaluation data and facilitate eligibility decisions.
D. Promote positive behavior interventions and supports.
E. Consult with parents and teachers to improve academic or behavioral difficulties.
F. Connect families with available resources from the community and other agencies when possible.
G. Conduct functional behavior assessments, generate the related reports, and facilitate the development of behavior intervention plans.
H. Facilitate manifestation determination reviews and the related documentation.
I. Maintain special education records in accordance with State requirements and also the practices of member school districts.
J. Transmit calendars, vehicle mileage logs, and evaluation data when requested.
K. Perform other, reasonably-related duties as assigned.

III. Qualifications

A. Education
School psychologists must hold a graduate degree in school psychology from an accredited college or university.

B. Certification
School psychologists are fully certified when they are licensed by the South Dakota Department of Education to practice school psychology.

C. Experience
Successful experience as a school psychologist is preferred but not required.

JOB DESCRIPTION FOR
PSYCHOLOGICAL EXAMINER

I. Background Information:

Psychological examiners help to navigate the requirements for special education by reviewing school records, planning and coordinating evaluations, administering new diagnostic evaluations, and applying student data to the State's eligibility criteria. Additionally, they recommend specific intervention and placement solutions based on individual needs. Ongoing consultation with parents and teachers is an important part of the work.

II. Professional Responsibilities

A. Assist special education teachers with evaluation planning.
B. Conduct academic, behavioral, observational, and psychological assessments and generate the related reports.
C. Collaborate with the supervising school psychologist regarding evaluation reports.
D. Interpret evaluation data and facilitate eligibility decisions.
E. Promote positive behavior interventions and supports.
F. Consult with parents and teachers to improve academic or behavioral difficulties.
G. Connect families with available resources from the community and other agencies when possible.
H. Conduct functional behavior assessments, generate the related reports, and facilitate the development of behavior intervention plans.
I. Facilitate manifestation determination reviews and the related documentation.
J. Maintain special education records in accordance with State requirements and also the practices of member school districts.
K. Transmit calendars, vehicle mileage logs, and evaluation data when requested.
L. Perform other, reasonably-related duties as assigned.

III. Qualifications

Psychological examiners must hold a master's degree in school psychology or a related field from an accredited college or university, and must have graduate-level coursework and supervised field experiences in psychological assessment.

JOB DESCRIPTION FOR
ACADEMIC EVALUATOR

I. Background Information

Some standardized evaluations required for special education do not have to be performed by a school psychologist or psychological examiner. Others could conduct certain kinds of assessment if those people met the qualifications for test administration.

Academic evaluators work with a coordinating school psychologist to complete allowable portions of the testing necessary for special education purposes – especially standardized tests of academic achievement.

II. Professional Responsibilities

A. Collaborate with the supervising school psychologist or examiner and district personnel.
B. Conduct academic achievement testing as assigned and generate the related reports.
C. Conduct student observations as assigned and generate the related reports.
D. Assist with informal evaluation planning.
E. Maintain special education records in accordance with State requirements and also the practices of member school districts.
F. Transmit calendars, schedules, caseloads, Medicaid logs, vehicle mileage logs, evaluation data, and inventory reports when requested.
G. Perform other, reasonably-related duties as assigned.

III. Qualifications

Academic evaluators must hold a bachelor's degree in education or a related field, including coursework in principles of measurement and the administration and interpretations of tests. Successful experience conducting achievement testing is preferred but not required.

JOB DESCRIPTION FOR
CENTER-BASE CLASSROOM TEACHER

I. Background Information

The educational needs of some children with disabilities are so specialized that they cannot receive an appropriate education in the regular classroom environment. Center-base classrooms are instructional locations designated for students in need of more extensive support. (Typically they are comprised of children with developmental disabilities.) Center-base teachers design programs to meet those needs, including life skills and social skills, finding opportunities to integrate students back into the regular classroom and community.

This position is an academic year contract, with extra work paid additionally throughout the summer to complete extended school year (ESY) duties.

II. Professional Responsibilities

A. Serve as a special education case manager for students assigned to the center-base program, coordinating evaluations, special education services, and quarterly progress reports with other professionals (such as related service providers or district personnel).
B. Administer diagnostic evaluations, including skill-based assessment and transition assessment, and generate the related reports.
C. Write Individualized Education Programs (IEPs) and the related paperwork for children in the center-base program, based on individual needs.
D. Deliver specialized instruction to meet the individual needs of students assigned to the center-base program, linking instructional activities to program goals.
E. Maintain special education records in accordance with State requirements and the practices of member school districts.
F. Identify and pursue opportunities for center-base students to be integrated back into the classroom or community, including Project Skills placements (if appropriate).
G. Promote good behavior by students in the school and community.
H. Transport center-base students between home and the school or community site.
I. Train and supervise center-base paraprofessionals, utilizing them to assist in the provision of special education for center-base students.
J. Teach and counsel parents regarding how to increase their child's independence and developmental wellness.
K. Transmit calendars, schedules, caseloads, ESY data, vehicle mileage logs, evaluation data, and inventory reports when requested.
L. Perform other, reasonably-related duties as assigned.

III. Qualifications

A. Education
Center-base instructors should hold a bachelor's or a master's degree in special education from an accredited college or university.

B. Certification
Center-base instructors are fully certified for this position when they hold a South Dakota teacher's certificate with an endorsement allowing special education of children in the ages of the center-base program.

C. Experience
Successful experience as a special education teacher is preferred but not required.

JOB DESCRIPTION FOR
CENTER-BASE PARAPROFESSIONALS

I. Background Information

Many of the tasks performed by a special education teacher could also be performed by a paraprofessional, if that person is adequately trained and supervised by a qualified special education teacher. Center-base paraprofessionals assist in the provision of special education services that are designed and monitored by the supervising teacher.

This position is a regular, nine-month contract with additional paid work allowed throughout the summer to complete extended school year (ESY) duties.

II. Professional Responsibilities

A. Maintain confidentiality related to special education students and progress.
B. Promote good behavior by students in the school and community.
C. Transport center-base students between home and the school or community site.
D. Deliver special education services, following direction established by the supervising special education teacher.
E. Communicate student progress and potential issues to the supervising special education teacher.
F. Collect data relevant to program goals.
G. Maintain special education records in accordance with State requirements and also the practices of member school districts.
H. Perform other, reasonably-related duties as assigned.

III. Qualifications

Paraprofessionals must have at least a high school education, a valid driver's license, and be able to pass a criminal background check.

JOB DESCRIPTION FOR
EDUCATION SPECIALIST

I. Background Information

One of the requirements for a state to receive federal IDEA funds is that it must engage in monitoring activities to ensure proper implementation of the grant. South Dakota's Office of Special Education Programs (OSEP) has chosen to conduct some of these monitoring activities through contracted personnel known as education specialists.

II. Professional Responsibilities

A. Develop a familiarity with federal (34 CFR §300) and state (ARSD 24:05) regulations for IDEA.
B. Travel throughout South Dakota to visit school districts and training sites as designated by OSEP.
C. Offer training related to compliance of IDEA.
D. Assist OSEP staff in district and agency compliance monitoring, including pre-site, on-site, and follow up activities.
E. Generate written reports detailing compliance or noncompliance, including citations of the pertinent state regulations and suggested remedial actions.
F. Provide technical assistance to districts and agencies to assist them in meeting the regulations governing special education.
G. Perform other, reasonably-related duties as assigned.

III. Qualifications

Education specialists should hold a bachelor's or master's degree in special education or a related field from an accredited college or university and should have strong communication and organizational skills. Successful experience as a special education teacher is preferred but not required.

JOB DESCRIPTION FOR
TITLE IX COORDINATOR

I. Background Information

All educational institutions receiving Federal financial assistance are required to designate an employee to coordinate efforts to comply with Title IX of the Education Amendments of 1972. The person charged with this responsibility is expected to help staff and students to be aware of legal protections while making the organization aware of its legal obligations through Title IX.

Title IX prohibits discrimination or preferential treatment on the basis of sex.

II. Professional Responsibilities

A. Provide individual or group training about employee rights and the organization's responsibilities due to Title IX.
B. Facilitate a grievance process that allows complaints about misconduct and investigations into violations of Title IX.
C. Conduct impartial investigations into alleged violations of Title IX.
D. Create and maintain confidential documentation related to Title IX investigations.
E. Design and monitor Title IX compliance activities, providing remedies to ensure equal access if violations of Title IX are found.
F. Ensure the organization's ongoing compliance with Title IX.
G. Perform other, reasonably-related duties as assigned.

III. Qualifications

Title IX Coordinators should have current knowledge of nondiscrimination laws, strong communication skills, and the authority to act without conflict of interest.

JOB DESCRIPTION FOR
PHYSICAL THERAPIST

I. Background Information

Physical therapists (PTs) are health care professionals with clinical experience who diagnose and treat conditions limiting the body's ability to move and function in daily life.

Educationally-based PTs focus on remediating a student's gross motor skills only to the point that such remediation is no longer needed to benefit from special education. Evaluation and consultation for potential impairments is an important part of the work.

II. Professional Responsibilities

A. Administer gross motor evaluations (including skill-based assessments) and generate the related reports.
B. Diagnose and remediate gross motor impairments based on the individual needs of the child.
C. Model, teach, and counsel parents and teachers how to promote increased movement and independence for the child.
D. Contribute to the development of Individual Education Programs (IEPs).
E. Contribute to the development of Individual Family Service Plans (IFSPs).
F. Maintain special education records in accordance with State requirements and also the practices of member school districts.
G. Transmit calendars, schedules, caseloads, Medicaid logs, vehicle mileage logs, evaluation data, and inventory reports when requested.
H. Supervise Physical Therapy Assistants (PTAs).
I. Perform other, reasonably-related duties as assigned.

III. Qualifications

PTs must be licensed to practice physical therapy by the South Dakota Board of Medical and Osteopathic Examiners.

JOB DESCRIPTION FOR
PHYSICAL THERAPY ASSISTANT

I. Some physical therapy interventions can be performed successfully by someone other than a physical therapist (PT) if the person conducting that task has been properly trained and supervised by a PT. In particular the direct therapy given to patients is well-suited to delegation.

Physical therapy assistants (PTAs) assist in the provision of physical therapy services designed and monitored by a supervising PT. Additionally, PTAs may support in other duties such as screening, scheduling, and recordkeeping.

II. Professional Responsibilities

A. Deliver gross motor interventions, following treatment protocols established by the supervising PT.
B. Communicate student progress and potential issues to the supervising PT.
C. Keep track of and schedule joint visit with the supervising PT.
D. Model, teach, and counsel parents and teachers in how to promote growth and increased independence for the child.
E. Contribute to the development of Individual Education Programs (IEPs).
F. Contribute to the development of Individual Family Service Plans (IFSPs).
G. Maintain special education records in accordance with State requirements and also the practices of member school districts.
H. Create and update a schedule of services, keeping the stakeholders notified.
I. Transmit calendars, schedules, caseloads, Medicaid logs, vehicle mileage logs, evaluation data, and inventory reports when requested.
J. Perform other, reasonably-related duties as assigned.

III. Qualifications

PTAs must be licensed to assist with physical therapy by the South Dakota Board of Medical and Osteopathic Examiners.

JOB DESCRIPTION FOR
OCCUPATIONAL THERAPIST, REGISTERED

I. Background Information

Registered occupational therapists (OTRs) are health care professionals who help clients to develop, recover, or maintain daily living and work skills.

Educationally-based OTRs focus on remediating a student's fine motor, sensory, or visual motor skills only to the point that such remediation is no longer needed to benefit from special education. Evaluation and consultation for potential impairments is an important part of the work.

II. Professional Responsibilities

A. Administer fine motor, sensory, and visual motor evaluations (including skill-based assessments) and generate the related reports.
B. Diagnose and remediate fine motor, sensory, and visual motor impairments based on the individual needs of the child.
C. Model, teach, and counsel parents and teachers how to promote increased movement and independence for the child.
D. Contribute to the development of Individual Education Programs (IEPs).
E. Contribute to the development of Individual Family Service Plans (IFSPs).
F. Maintain special education records in accordance with State requirements and also the practices of member school districts.
G. Transmit calendars, schedules, caseloads, Medicaid logs, vehicle mileage logs, evaluation data, and inventory reports when requested.
H. Supervise Certified Occupational Therapy Assistants (COTAs).
I. Perform other, reasonably-related duties as assigned.

III. Qualifications

OTRs must be licensed to practice occupational therapy by the South Dakota Board of Medical and Osteopathic Examiners.

JOB DESCRIPTION FOR
CERTIFIED OCCUPATIONAL THERAPY ASSISTANT

I. Background Information

Some occupational therapy interventions can be performed successfully by someone other than a registered occupational therapist (OTR) if the person conducting that task has been properly trained and supervised by an OTR. In particular the direct therapy given to patients is well-suited to delegation.

Certified occupational therapy assistants (COTAs) assist in the provision of occupational therapy services that are designed and monitored by a supervising OTR. Additionally COTAs may support in other duties such as screening, scheduling, and recordkeeping.

II. Professional Responsibilities

A. Deliver fine motor, sensory, and visual motor interventions, following treatment protocols established by the supervising OTR.
B. Communicate student progress and potential issues to supervising OTR.
C. Model, teach, and counsel parents and teachers how to promote growth increased independence for the child.
D. Maintain special education records in accordance with State requirements and also the practices of member school districts.
E. Create and update a schedule of services, keeping the stakeholders notified.
F. Transmit calendars, schedules, caseloads, Medicaid logs, vehicle mileage logs, evaluation data, and inventory reports when requested.
G. Perform other, reasonably-related duties as assigned.

III. Qualifications

COTAs must be licensed to assist with occupational therapy by the South Dakota Board of Medical and Osteopathic Examiners.

JOB DESCRIPTION FOR
TECHNOLOGY COORDINATOR

I. Background Information

A variety of technological tools are used by NESC personnel to complete their assigned job duties. The technology coordinator procures and distributes the necessary devices and provides the related technical support. Additionally, the technology coordinator maintains the organization's website and e-mail needs.

II. Professional Responsibilities

A. Identify the organization's technology needs through an annual survey.
B. Procure technology to meet those needs through existing supplies or by requisitioning within the budgetary process.
C. Provide technical assistance related to technology devices.
D. Maintain a list and location for all technological devices, and synchronize it with the organization's list of inventory.
E. Serve as a technical contact for the K12 Data Center in order to request e-mail accounts for employees, oversee transfers, and assist with password recovery.
F. Manage and update the organization's website.
G. Perform other, reasonably-related duties as assigned.

III. Qualifications

The technology coordinator should have strong communication and organizational skills and be comfortable with the technology employed by the organization.

JOB DESCRIPTION FOR
SCHOOL NURSE

I. Background Information

Some students with disabilities have health care needs that require nursing and other specialized medical services in order for them to be able to attend a school. (Otherwise, they might have to receive their educational program at home or in a hospital.) When health care services are necessary in order for a student to be able to benefit from special education in the least restrictive environment, then school districts must provide them. School nurses help to provide the medical care needed for special education students to receive their education in schools.

II. Professional Responsibilities

A. Perform all medical and health related services as required by the Northeast Educational Services Cooperative in compliance with the laws and regulations as set forth by the South Dakota Department of Health and the South Dakota Board of Nursing.
B. Coordinate and maintain student health records and assure the confidentiality of student information.
C. Obtain parental and/or guardian authorization for the administration of medications.
D. Oversee medication administration, treatments, and/or procedures as directed by students' physicians.
E. Facilitate medication administration training, certification, and technical assistance for staff administering medications to Center Base students on a regular basis., including conducting on-site visits to monitor the administration of medications and record maintenance on a minimum of one time per month or more frequently as needed.
F. Coordinate the collection of health data necessary for student evaluation and assistance.
G. Assist in the placement and programming of students in need of health assistance and will attend student meetings as required by the NESC Administration.
H. Monitor student and staff accidents and assist in development of safety procedures. Examples: wheel chair transfers, lifting techniques, etc.
I. Make appropriate student referrals to community health agencies, service groups and professionals.
J. Develop and insure implementation of medical and/or medication related policies and incorporate current laws and regulations into such policies and practices as are approved by the NESC Administration and in compliance with the laws and regulations set forth by the South Dakota Department of Health and the South Dakota Board of Nursing.
K. Monitor legislative activity relating to school health services.
L. Maintain an inventory of equipment and supplies needed to provide services to students.
M. Perform other reasonably-related duties as assigned.

III. Qualifications

The school nurse must hold active licensure from the South Dakota Board of Nursing, with five or more years of experience in nursing being preferred. Additionally, the school nurse must have effective communication and human relation skills.

JOB DESCRIPTION FOR
TEACHING & LEARNING SPECIALIST

I. Background Information

Teaching and Learning Specialists provide a variety of leadership, coaching, technical assistance, and professional development services. This position is accountable to the director.

II. Professional Responsibilities

A. Provide and participate in professional development
B. Establish a clear understanding of the learning outcomes
C. Complete assignments working independently or in assigned teams
D. Communicate with school district personnel and other representatives
E. Submit evaluation and other reports to stakeholders as required by assignment
F. Maintain an accurate calendar and accounting of work days
G. Work with director and department of education in planning, implementation and evaluation of ESA 1 programs
H. Contribute to the development of short and long term goals for the organization
I. Perform other such duties as may be delegated by the Director.

III. Qualifications

A. Master's degree or equivalent experience
B. A valid South Dakota teacher's certificate
C. Successful experience as a classroom instructor
D. Knowledge of principles and practices related to adult learning
E. Strong and polished interpersonal, written and oral communication skills
F. Creative, strategic and analytical thinker with the ability to manage multiple projects
G. Highly organized and able to work well with others
H. Knowledge of Microsoft Office, standard computer applications, and variety of applications (i.e. Google Drive, wikis and blogs)
I. Familiarity with the SD Department of Education regulations and processes
J. Flexibility and the ability to assume a variety of roles on short notice

NORTHEAST EDUCATIONAL SERVICES COOPERATIVE
BOARD OF DIRECTORS MEETING
Monday, July 18, 2023 7:00 P.M.

2022-2023 FISCAL YEAR:

1. Call to Order
2. Agenda review, changes, and approval
3. Introduction of guests: _____
4. Public Comment
5. Conflict of Interest
6. Approval of June 2023 financial report
7. Consent Agenda
   A. Approval of June 19, 2023 minutes
   B. Approval of payment of final FY 23 budget claims
8. Appoint Business Manager as President Pro-Tem
9. Adjourn meeting for FY 23

2023-2024 FISCAL YEAR

1. Call meeting to order
2. Elect President
3. Elect Vice President
4. FY 24 budget hearing
5. Adopt FY 24 budget hearing
6. Consent Agenda
   A. Approval of July 2023 claims

   _____

   B. Designate official Depository - Reliabank - Hayti, SD

   _____

   C. Authorize official newspaper - Watertown Public Opinion

   _____

   D. Designate Business Manager as official custodian of accounts

   _____

   E. Adopt travel rates
      I. In state: $.51 per mile, $6 breakfast, $14 noon lunch, $20 dinner, actual cost for lodging
      II. Out of state-$.51 per mile, $10 breakfast, $18 noon lunch, $28 dinner actual cost of lodging

F. Appoint Title IX and 504 coordinator – Tim Frewing

G. Designate Director Powell and Business Manager Stormo as federal program agents

H. Designate Director Powell and Business Manager Stormo as purchasing agents

I. Set Board of Directors' pay for special committee meetings: $60 per meeting; $.51 per mile

J. Approval of hire:

I. Kayla Miller, academic evaluator

II. Chelsey Karst, paraprofessional, Webster

K. Approval of resignation:

I. Rita Wiese, effective end of 2023-24 school year – Thank you for your 37 years of service!

L. Approval of 9-month payout: Rita Wiese

M. Approval of Ted Williams and Stephanie Sorenson contract for psych services

N. Approval of Jay Trehaile contract for psych services

O. Approval of Rick Picasso contracted for school psych

P. Approval to use signature stamp for Business Manager and Board President

7. Discussion Items

A. Assistant Director's Report

B. Director's Report

C. NESC Board of Directors-District representatives for 2023-24 and preferred method of receiving board materials

D Edmentum contract amendment

E. Bylaws and policy handbook discussion

8. 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

9. Action items

   A. Amend Lisa Reinhiller's contract dates and years of experience

      BOARD ACTION: _____

      _____

      _____

   B. Approval of Edmentum contract amendment

      BOARD ACTION: _____

      _____

      _____

   C. Designate Legal Counsel

      BOARD ACTION: _____

      _____

      _____

   D. Adopt changes to Bylaws and Policy Handbook

      BOARD ACTION: _____

      _____

      _____

10. Adjourn