

# Northeast Educational Services Cooperative

P.O. Box 327 • Hayti, South Dakota 57241

605-783-3607 • Fax 605-783-3259

June 12, 2025

Dear NESC Board Members,

We will hold our monthly NESC board meeting on Monday, June 16, 2025, at 7:00 pm. Our board meeting will be held at Lake Area Technical College in room 803 in Building 8. You may attend the board meeting in person, virtually, or by phone. Depending on your preference, information for all three options is listed below.

Physical location of meeting:

Lake Area Technical College

1201 Arrow Ave NE

Watertown

Phone and Virtual link via Zoom:

<https://sdk12.zoom.us/j/99257696217>

Enclosed are several documents for your review.

Sincerely,

A handwritten signature in black ink, appearing to read "Anneke Nelson". The signature is fluid and cursive, with a large initial "A" and a long, sweeping underline.

Anneke Nelson  
NESC Director

<b>NESC Board of Directors Meeting</b>	
Date	6/16/25
Time	7:00 pm
Location	LATC Building 8 Room 803
Virtual Attendance	<a href="https://sdk12.zoom.us/j/99257696217">https://sdk12.zoom.us/j/99257696217</a>

1. Call to order
2. Introduction of guests
3. Agenda review, changes, and approval
4. Public comment
5. Conflict of Interest
6. Approval of the May 2025 Financial Report
7. Consent Agenda
  - a. Approval of May 19, 2025, meeting minutes
  - b. Approval of payment of June 2025 budget claims
  - c. Contract with ProCare Therapy for Virtual OT at \$95 / Hour
  - d. Approval of Unit 1 Master Negotiated Agreement
  - e. Approval of MOU with Unit 1
8. Discussion Items
  - a. FY26 Preliminary Budget
  - b. Assistant Director's Report
  - c. Director's Report
  - d. Board of Advisors Report - May
  - e. Second Reading – Proposed Changes to By-Law and Policy
    - i. By-Law 5.3
    - ii. Policy – Article I: Criminal Background Check
    - iii. Policy – Article II: Paraprofessional Leave
    - iv. Policy – Article III: Other Classified Leave
    - v. Policy – Article IV: Workers' Compensation
    - vi. Policy – Article VIII: Vehicle Use
    - vii. Policy – Article IX: FMLA
    - viii. Policy – Article XIV: Business Credit Card
    - ix. Policy – Admin Assistant
    - x. Policy – Centerbase Teacher
    - xi. Policy – Centerbase Paraprofessional
  - f. NESC Comprehensive Plan
  - g. Accredited Program Certificate received
  - h. Board meeting dates for 2025-2026
9. Executive Session

- a. **SDCL 1-25-2(4)**. Preparing for contract negotiations or negotiating with employees or employee representatives;

10. Action Items

- a. Approval of Supplemental Budget - Resolution #168
- b. By-Law 5.3
- c. Policy – Article I: Criminal Background Check
- d. Policy – Article II: Paraprofessional Leave
- e. Policy – Article III: Other Classified Leave
- f. Policy – Article IV: Workers' Compensation
- g. Policy – Article VIII: Vehicle Use
- h. Policy – Article IX: FMLA
- i. Policy – Article XIV: Business Credit Card
- j. Policy – Admin Assistant
- k. Policy – Centerbase Teacher
- l. Policy – Centerbase Paraprofessional
- m. Approval of the NESC Comprehensive Plan
- n. Declare surplus with zero value of old, outdated, broken, or missing inventory items
- o. Publish FY 26 preliminary budget and set budget hearing for Monday, July 21st, 2025

11. Adjourn

The next Meeting will be held on July 21, 2025, at 7:00 p.m. at LATC

**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
<b>CASH BALANCE</b>				
<b>May 1, 2025</b>	<u>\$356,196.48</u>	<u>\$907,610.23</u>	<u>\$12,896.76</u>	<u>\$1,276,703.47</u>

Receipts:

**Local Sources:**

1312 Center Base Tuition		\$100,262.69		\$100,262.69
1332 Extended School Year Tuition				\$0.00
1510 Interest	\$6.51	\$246.50		\$253.01
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	\$432.50	\$173,087.40		\$173,519.90
1990 Reading Recovery				\$0.00
1990 Reading Recovery-Other LEAs				\$0.00
1990 Miscellaneous		\$4,065.00	\$1,429.18	\$5,494.18
1990 Northern Plains				\$0.00
1990 Special Projects-Indirect Cost				\$0.00
1990 Drug & Alcohol Pool				\$0.00
1990 Expensed Mileage				\$0.00

**State Sources:**

3119 Grants-in-Aid: Ed. Specialist				\$0.00
3900 Part C Funds		\$1,873.26		\$1,873.26
3900 Part B Funds				\$0.00
3900 ESA 1				\$0.00

**Federal Sources:**

4175 MTSS				\$0.00
4175 IDEA Part B 611		\$187,448.00		\$187,448.00
4175 IDEA Part B 611-Private				\$0.00
4186 IDEA Part B 619		\$5,107.00		\$5,107.00

**Other Receipts:**

120 Accounts Receivable				\$0.00
140 Due from other Governments	\$8,884.30	\$74,745.56		\$83,629.86
Other Receipts				\$0.00
				\$0.00

<b>Total Monthly Receipts</b>	<b>\$9,323.31</b>	<b>\$546,835.41</b>	<b>\$1,429.18</b>	<b>\$557,587.90</b>
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Balance Frwd plus Revenue to date	\$365,519.79	\$1,454,445.64	\$14,325.94	\$1,834,291.37
Manual Journal Entry				\$0.00
Manual Journal Entry Revenue	-\$75,000.00	\$75,000.00		\$0.00



<b>Less Salaries &amp; Disbursements</b>				
Salaries	\$3,183.31	\$413,980.55		\$417,163.86
Disbursements	\$15,822.33	\$58,295.80	\$1,785.30	\$75,903.43

<b>Less Total Salaries &amp; Disbursements</b>	<b>\$19,005.64</b>	<b>\$472,276.35</b>	<b>\$1,785.30</b>	<b>\$493,067.29</b>
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<b>CASH BALANCE</b>				
<b>May 31, 2025</b>	<b>\$271,514.15</b>	<b>\$1,057,169.29</b>	<b>\$12,540.64</b>	<b>\$1,341,224.08</b>

**Balance Sheet**

Clearing Account XX-101-002	\$0.00	\$0.00	\$0.00	\$0.00
Checking Account XX-101	\$0.00	\$466,979.12	\$12,540.64	\$479,519.76
Money Market Savings XX-105	\$271,514.15	\$494,478.52	\$0.00	\$765,992.67
Certificates of Deposit XX-106	\$0.00	\$90,711.65	\$0.00	\$90,711.65
Imprest XX-108	\$0.00	\$5,000.00	\$0.00	\$5,000.00
<b>TOTALS</b>	<b>\$271,514.15</b>	<b>\$1,057,169.29</b>	<b>\$12,540.64</b>	<b>\$1,341,224.08</b>

Cash & Balance Sheet difference	\$0.00	\$0.00	\$0.00	\$0.00
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**Revenue Summary Report**

Processing Month: 05/2025

User ID: TJS

Regular; Processing Month 05/2025; Accounts to Include Accounts with  
Activity; Fund Number 10, 22

Fund: 10      **GENERAL FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
10 1510	INTEREST	325.00	6.51	224.07	68.94	100.93
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	4,904.25	432.50	4,495.70	91.67	408.55
10 1990 012	READING RECOVERY ASSESSMENTS	3,627.84	0.00	3,627.84	100.00	0.00
10 1990 018	MISCELLANEOUS	0.00	0.00	277.82	0.00	(277.82)
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	421,754.50	0.00	351,410.17	83.32	70,344.33
Subtotal: LOCAL SOURCES		518,371.63	439.01	447,795.64	86.39	70,575.99
10 5140	COMPENSATION FOR LOSS OF ASSET	0.00	0.00	8,569.50	0.00	(8,569.50)
Subtotal: 5000		0.00	0.00	8,569.50	0.00	(8,569.50)
Fund Total:		518,371.63	439.01	456,365.14	88.04	62,006.49

**Revenue Summary Report**

Processing Month: 05/2025

Regular; Processing Month 05/2025; Accounts to Include Accounts with  
Activity; Fund Number 10, 22

**Fund: 22 SPECIAL EDUCATION FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
22 1312	TUITION-CENTER BASE	999,856.35	100,262.69	944,077.33	94.42	55,779.02
22 1312 100	TUITION-ESY	105,000.00	0.00	112,512.68	107.15	(7,512.68)
22 1510	INTEREST	1,700.00	246.50	6,662.82	391.93	(4,962.82)
22 1990 003	SPED ASSESSMENTS	1,956,108.29	173,087.40	1,789,252.55	91.47	166,855.74
22 1990 018	MISCELLANEOUS	5,000.00	4,065.00	7,274.90	145.50	(2,274.90)
22 1990 019	SPECIAL PROJECTS INDIRECT COSTS	5,000.00	0.00	0.00	0.00	5,000.00
Subtotal: LOCAL SOURCES		3,072,664.64	277,661.59	2,859,780.28	93.07	212,884.36
22 3119 071	STATE GRANTS-IN-AID: ED.SPEC.	186,847.62	0.00	91,537.50	48.99	95,310.12
22 3900 013	STATE REVENUE: PART C FUNDS	40,000.00	1,873.26	32,460.05	81.15	7,539.95
22 3900 014	STATE REVENUE: PART B FUNDS	4,500.00	0.00	0.00	0.00	4,500.00
Subtotal: STATE SOURCES		231,347.62	1,873.26	123,997.55	53.60	107,350.07
22 4175 475	REGULAR IDEA PART B 611	2,133,285.00	187,448.00	1,594,896.00	74.76	538,389.00
22 4175 476	REGULAR IDEA PART B 611-PRIVATE SCHOOL	2,888.00	0.00	0.00	0.00	2,888.00
22 4186 486	REGULAR IDEA PART B 619	58,692.00	5,107.00	46,949.00	79.99	11,743.00
Subtotal: FEDERAL SOURCES		2,194,865.00	192,555.00	1,641,845.00	74.80	553,020.00
22 5110	OPERATING TRANSFER IN	75,000.00	75,000.00	75,000.00	100.00	0.00
Subtotal: 5000		75,000.00	75,000.00	75,000.00	100.00	0.00
Fund Total:		5,573,877.26	547,089.85	4,700,622.83	84.33	873,254.43

**Revenue Summary Report**

Processing Month: 05/2025

User ID: TJS

Regular; Processing Month 05/2025; Accounts to Include Accounts with  
Activity; Fund Number 10, 22

	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
Grand Total:	6,092,248.89	547,528.86	5,156,987.97	84.65	935,260.92

## EXPENDITURE SUMMARY

Regular; Processing Month 05/2025; Fund Number 10, 22

Account Number	Account Description	BUDGET	CURRENT MO.EXP.	EXP.TO DATE	% OF BUDGET	BALANCE AT EOM
<b>10</b>	<b>GENERAL FUND</b>					
1111	READING RECOVERY	\$3,627.84	\$0.00	\$0.00	0.00	\$3,627.84
2219	OTHER IMPROVEMENTS-INSTRUCTION	\$74,760.04	\$0.00	\$0.00	0.00	\$74,760.04
2227	TECHNOLOGY SUPPORT	\$7,790.04	\$1,098.36	\$6,430.02	82.54	\$1,360.02
2319	BOARD OF EDUCATION SERVICES	\$14,474.00	\$129.59	\$11,854.94	81.91	\$2,619.06
2329	ADMINISTRATION	\$29,589.50	\$2,007.46	\$23,801.07	80.44	\$5,788.43
2529	ADMINISTRATION-FISCAL SERVICES	\$10,002.07	\$768.66	\$8,690.00	86.88	\$1,312.07
2542	OPERATION & MAINTENANCE BLDGS.	\$4,145.14	\$95.81	\$2,210.57	53.33	\$1,934.57
2545	VEHICLE SERVICE	\$360,983.00	\$14,433.76	\$238,678.38	66.12	\$122,304.62
2551	DRUG & ALCOHOL TESTING POOL	\$13,000.00	\$472.00	\$8,586.00	66.05	\$4,414.00
8110	OPERATING TRANSFERS OUT	\$0.00	\$75,000.00	\$75,000.00	0.00	(\$75,000.00)
10	GENERAL FUND	\$518,371.63	\$94,005.64	\$375,250.98	72.39	\$143,120.65
<b>22</b>	<b>SPECIAL EDUCATION FUND</b>					
1221	EXTENDED SCHOOL YEAR	\$107,888.00	\$0.00	\$112,512.68	104.29	(\$4,624.68)
1223	CENTER BASE DAY PROGRAMS	\$999,856.35	\$90,249.79	\$767,477.50	76.76	\$232,378.85
1226	EARLY CHILDHOOD SERVICES	\$484,907.78	\$39,133.04	\$384,110.38	79.21	\$100,797.40
1227	PROLONGED ASSISTANCE PROGRAMS	\$0.00	\$0.00	\$6,808.47	0.00	(\$6,808.47)
2142	PSYCHOLOGICAL SERVICES	\$1,100,621.15	\$95,430.22	\$867,827.33	78.85	\$232,793.82
2152	SPEECH PATHOLOGY SERVICES	\$1,466,272.11	\$119,567.96	\$1,147,312.29	78.25	\$318,959.82
2171	PHYSICAL THERAPY	\$357,600.68	\$24,069.37	\$296,767.27	82.99	\$60,833.41
2172	OCCUPATIONAL THERAPY	\$592,714.97	\$48,672.52	\$509,243.59	85.92	\$83,471.38
2213	PROFESSIONAL DEVELOPMENT/PRESERVICE&TCAP	\$2,500.00	\$336.00	\$336.00	13.44	\$2,164.00
2219	OTHER IMPROVEMENTS-INSTRUCTION	\$186,847.62	\$10,259.29	\$123,189.98	65.93	\$63,657.64
2227	TECHNOLOGY SUPPORT	\$89,585.49	\$12,329.72	\$70,749.26	78.97	\$18,836.23
2319	BOARD OF EDUCATION SERVICES	\$131,951.00	\$1,490.22	\$113,961.23	86.37	\$17,989.77
2329	ADMINISTRATION	\$340,279.20	\$23,086.47	\$273,730.43	80.44	\$66,548.77
2529	ADMINISTRATION-FISCAL SERVICES	\$115,023.80	\$8,839.58	\$99,934.79	86.88	\$15,089.01
2542	OPERATION & MAINTENANCE BLDGS.	\$47,829.11	\$1,101.85	\$25,421.69	53.15	\$22,407.42
22	SPECIAL EDUCATION FUND	\$6,023,877.26	\$474,566.03	\$4,799,382.89	79.67	\$1,224,494.37
	Grand Total:	\$6,542,248.89	\$568,571.67	\$5,174,633.87	79.10	\$1,367,615.02



Activity Fund Balance Report - Summary - Exclude Encumbrances  
05/2025 - 05/2025

Regular; Beginning Month 05/2025; Processing Month 05/2025; Accounts to Include Accounts with Activity; Fund  
Number 71

Fund: 71      AGENCY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
71 415 801	GENERAL CLEARING-AMT. HELD FOR OTHERS	(0.60)	0.00	0.00	0.00	(0.60)
71 430 800	IMPREST ACCOUNT	4,973.30	80.10	26.70	0.00	4,919.90
71 453	SANFORD FLEX	7,924.06	1,705.20	1,402.48	0.00	7,621.34
Fund Total: 71		12,896.76	1,785.30	1,429.18	0.00	12,540.64

Northeast Educational Services Cooperative  
Board of Directors Meeting  
Monday, May 19, 2025

The Board of Directors for the Northeast Educational Services Cooperative (NESC) met in regular session on Monday, May 19, 2025 via Zoom and 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 7:57 P.M.

#### **Members Present**

##### **In-Person:**

Audrey Schuller, Britton/Hecla; Alisha Nielsen, Castlewood; Malory McIntire, Clark; Carie Knutson, Deubrook; Wade Gubrud, Deuel; Arend Schuurman, Elkton; Chris Verhoek, Estelline; Tara Abraham, Hamlin; Audrey Rider, Henry; Lisa Amdahl, Summit; Penny Thyen, Waverly/South Shore

##### **Zoom:**

Megann Murphy, Arlington; Lisa Lauterhahn, Enemy Swim Day School; Carrie Schiernbeck, ORR; Diane LeClair, Rosholt; Jayme Trygstad, Sioux Valley; Martin Looyenga, Webster; Tia Felberg, Willow Lake; Heidi Pelzel, Wilmot

##### **Absent:**

Jared Tolzin, DeSmet; Jon Kahnke, Florence; Greg Bich, Iroquois; Reid McDaniel, Lake Preston; Art Berger Jr., Waubay

##### **Others Attending:**

NESC Staff Representatives: Shelly Skogstad (Z), Stephanie Hayunga (Z), Nicol Huyvaert (Z), Teresa Landmark (Z), Kristy Boettcher – joined at 7:13 P.M.

Member District Superintendents: Travis Ahrens, Clark; Todd Obele, Henry

NESC Administration: Anneke Nelson, 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**

Travis Ahrens, Todd Obele, Shelly Skogstad, Stephanie Hayunga, Nicol Huyvaert and Teresa Landmark were introduced as guests.

##### **Agenda Review, Changes, and Approval**

*Action #25-71* Motion by A. Schuller, second by M. McIntire, to approve the agenda with the addition of 10b) Assistant Director Salary. All present voted, motion carried.

##### **Public Comment**

No public comment was presented.

##### **Conflict of Interest**

No conflicts of interest were presented.

### Financial Report

Action #25-72 Motion by T. Abraham, second by A. Nielsen, to approve the financial report for the period ending April 30, 2025. All present voted, motion carried.

	<u>General Fund</u>	<u>Special Education Fund</u>	<u>Agency Fund</u>
<b>April 1, 2025</b>	<b>\$278,708.76</b>	<b>\$1,026,532.91</b>	<b>\$11,692.86</b>
<u>Receipts:</u>			
Local Sources	\$129,563.33	\$269,831.49	\$2,922.48
State Sources		\$1,748.29	
Federal Sources		\$185,192.00	
Other	\$5,464.50		
<u>Total Monthly Receipts</u>	<u>\$135,027.83</u>	<u>\$456,771.78</u>	<u>\$2,922.48</u>
Balance Forward	\$413,736.59	\$1,483,304.69	\$14,615.34
Manual Journal Entries			
Less Salaries	\$3,160.32	\$403,691.41	
Less Disbursements	\$54,379.79	\$172,003.05	\$1,718.58
<u>Total Salaries &amp; Disbursements</u>	<u>\$57,540.11</u>	<u>\$575,694.46</u>	<u>\$1,718.58</u>
<b>Ending Cash Balance</b>			
<b>April 30, 2025</b>	<b>\$356,196.48</b>	<b>\$907,610.23</b>	<b>\$12,896.76</b>

### Consent Agenda

Action #25-73 Motion by C. Knutson, second by A. Rider to approve the following items on the Consent Agenda: 7a) Approval of April 21, 2025 Board of Directors minutes; 7b) Approval of payment of May 2025 budget claims; 7c) Approval of Resignation – Morgan Anderson- OTA; 7d) Approval of Resignation – Alyssa Miller Paraprofessional; 7e) Approval of Contract – Speech Partners – FY26 - SLP - \$87.79 per hour; 7f) Approval of Contract Amendment – Sara Lorensberg - \$81,600; 7g) Approval of Contract Lexi Schreurs – FY26 – COTA - \$41,000; 7h) Approval of Contract – Riley Seeds – ESY – \$34.47/hr; 7i) Approval of Contract– Janine Alholinna – ESY - \$17.75/hr; 7j) Approval of Contract – Mychelle Donelan – ESY - \$20.50/hr; 7k) Approval of Contract – Abygail Krog – ESY - \$33.00/hr. All present voting in favor, motion carried.

### May 2025 Accounts Payable

**General Fund:** AUTOMATIVE SERVICE CENTER FLEET MAINT 429.06; AUTOMAXX CDJR, INC. FLEET MAINT 80.41; AXESS COOPERATIVE FLEET MAINT 37.00; BMO MASTERCARD PURCH SVCS, TRAVEL, PHONE, SPLS 294.84; CENEX FLEETCARD FLEET MAINT 6,263.53; CENTURY BUSINESS PRODUCTS, INC COPIER MAINT CONTRACT 14.57; DAHL, JEFFREY BACKGROUND CHECK 4.26; DATA CENTER WAREHOUSE, LLC TECH EQ 515.76; DEUEL CO. CENEX FLEET MAINT 73.00; DUST TEX SERVICE, INC. APRIL RUG USE 6.53; EMC INSURANCE ADD VEH COV 21.04; HAMLIN COUNTY FARMERS COOP FLEET MAINT 625.28; HEALTH EQUITY HSA/FLEX 3.47; KSB SCHOOL LAW SCHOOL MATTERS 41.76; MINERT & ASSOCIATES, INC DRUG TESTING 472.00; NESC IMPREST 26.70; NESC PAYROLL MAY 2025 3,183.31; O'KEEFE IMPLEMENT, INC FLEET MAINT 25.00; ROB'S AUTO REPAIR FLEET MAINT 130.05; SD FEDERAL PROPERTY AGENCY FY25 VEHICLE 5,600.00; SMITH, BARTON FLEET MAINT 271.00; TIME MANAGEMENT SYSTEMS, INC TIME CLOCK 2.26; W.W. TIRE SERVICE FLEET MAINT 376.64; WATERTOWN PUBLIC OPINION MINUTES 12.08; WEBSTER AUTO CARE FLEET MAINT 496.09

**Fund Total: \$19,005.64**

**Special Education Fund:** BMO MASTERCARD PURCH SVCS, TRAVEL, PHONE, SPLS 29,218.84; BOSSE, JENNIFER APRIL MI REIMB 273.58; BOYD, BRENDA ED SPEC TRAVEL 54.00; CASTLEWOOD SCHOOL DISTRICT APRIL CB USE FEE 898.91; CENTURY BUSINESS PRODUCTS, INC COPIER MAINT CONTRACT 167.58; DAHL, JEFFREY BACKGROUND CHECK 48.99; DALY, ANGELA SLP CONTRACTED SERVICES 1,320.00; DATA CENTER WAREHOUSE, LLC TECH EQ 6,428.24; DUST TEX SERVICE, INC. APRIL RUG USE 75.12; EMC INSURANCE ADD VEH COV 241.96; HAMLIN SCHOOL DISTRICT APRIL CB USE FEE 1,439.90; HAYUNGA, STEPHANIE OT TRAVEL 20.00; HEALTH EQUITY HSA/FLEX 39.93; KSB SCHOOL LAW SCHOOL MATTERS 480.24; LAKE PRESTON SCHOOL DISTRICT APRIL CB USE FEE 617.10; PARENT APRIL 25 MI REIMB 125.76; MITCHELL TECHNICAL INSTITUTE J.B., L.G.,R.S.,M.M., SLP REGIS 196.00; NESC PAYROLL MAY 2025 413,980.55; SPEECH PARTNERS, LLC SLP CONTRACTED SERVICES 10,923.93; TEACHWELL SOLUTIONS OT CONTRACTED SERVICES 1,146.60;

TIEFENTHALER, DEBRA MI REIMB 35.37; TIME MANAGEMENT SYSTEMS, INC TIME CLOCK 138.99; WATERTOWN PUBLIC OPINION MINUTES 138.86; WEBSTER SCHOOL DISTRICT APRIL CB USE FEE 1,234.20; WILLIAMS, THEODORE PSYCH CONTRACTED SERVICES 3,031.70

**Fund Total: \$472,276.35**

**Discussion Items**

**FY26 Preliminary Budget**

Business Manager Stormo reviewed the preliminary budget for FY26.

**FY26 Property & Liability Insurance**

Business Manager Stormo reviewed property and liability insurance for FY26.

**Assistant Director's Report**

Assistant Director Frewing discussed inventory, the open OT position, ESY services and working on policy updates.

**Director's Report**

Director Nelson gave an update on the building and finalizing negotiations with Unit 1.

**Proposed Changes to By-Law and Policy – First Reading**

Assistant Director Frewing reviewed the first reading of updated by-law and policies.

**Executive Session**

*Action #25-74* Pursuant to Negotiations – SDCL 1-25-2(4) Preparing for contract negotiations or negotiating with employees or employee representatives. Motion by C. Verhoek, second by C. Knutson to enter executive session at 7:24 P.M. All present voting in favor, motion carried.

President Schuurman declared the board out of executive session at 7:54 P.M.

**Action Items**

**Unit 1 Contracts**

*Action #25-75* Motion by C. Verhoek, second by H. Pelzel to approve Unit 1 contracts. All present voting in favor, motion carried.

**Approval of Assistant Director Salary**

*Action #25-76* Motion by C. Knutson, second by J. Trygstad to approve Assistant Director salary for the 2025-26 contract year. All present voting in favor, motion carried.

**Adjournment**

*Action #25-77* With there being no further business, motion by A. Nielsen, second by C. Verhoek, 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 Monday, June 16, 2025 at 7:00 P.M.

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**Arend Schuurman, President**

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**Tiffany Stormo, Business Manager**

## Northeast Educational Services Cooperative

## JUNE 2025 INVOICES

GENERAL FUND - 10

A-I COMPUTER SOLUTIONS	TECH	8.80
ABC AUTOMATIC BUILDING CONTROLS	FIRE ALARM MAINT	259.10
AUTOMATIVE SERVICE CENTER	FLEET MAINT	194.38
AUTOMAXX CDJR, INC.	FLEET MAINT	289.11
BOYD, BRENDA	TECH SUPP	3.94
BROOKINGS AUTO MALL	FLEET MAINT	90.33
CENEX FLEETCARD	FLEET MAINT	4,979.15
CENTURY BUSINESS PRODUCTS, INC	COPIER MAINT CONTRACT	15.48
CHURCHILL, MANOLIS, FREEMAN, KLUDT, BURNS	SCHOOL MATTERS	498.36
DUST TEX SERVICE, INC.	MAY RUG USE	6.53
EINSPHAR AUTO PLAZA INC.	FLEET MAINT	1,745.81
HAMLIN COUNTY FARMERS COOP	FLEET MAINT	274.70
HAYUNGA, STEPHANIE	ADVANCE STUDY	9.60
HEALTH EQUITY	HSA/FLEX	3.47
LATHER, CHRISTOPHER	PROF SUPERV	93.90
MINERT & ASSOCIATES, INC	DRUG TESTING	699.00
NELSON, ANNEKE	CELL REIMB	19.20
NESC IMPREST	IMPREST	80.10
NESC PAYROLL	JUNE 2025	3,422.16
OFFICE PEEPS, INC.	ADMIN SUPP	31.28
PALMLUND AUTOMOTIVE	FLEET MAINT	199.26
ROB'S AUTO REPAIR	FLEET MAINT	2,051.86
SKOGSTAD, SHELLY	ADVANCE STUDY	16.00
TIME MANAGEMENT SYSTEMS, INC	TIME CLOCK	2.23
W.W. TIRE SERVICE	FLEET MAINT	301.80
WATERTOWN PUBLIC OPINION	MINUTES	11.88
WEBSTER AUTO CARE	FLEET MAINT	2,753.05
WEBSTER TIRE	FLEET MAINT	25.00

GENERAL FUND TOTAL:18,085.48SPECIAL EDUCATION FUND - 22

A-I COMPUTER SOLUTIONS	TECH	101.18
ABC AUTOMATIC BUILDING CONTROLS	FIRE ALARM MAINT	144.90
ARLINGTON SCHOOL DISTRICT	SPED ASSESS REIMB	601.00
BOYD, BRENDA	TECH SUPP	45.26
BRITTON-HECLA SCHOOL DISTRICT	SPED ASSESS REIMB	1,044.00

CASTLEWOOD SCHOOL DISTRICT	MAY CB USE FEE/NURSE SPLIT	10,614.04
CENTURY BUSINESS PRODUCTS, INC	COPIER MAINT CONTRACT	177.96
CHURCHILL,MANOLIS,FREEMAN,KLUDT, BURNS	SCHOOL MATTERS	5,731.18
CLARK SCHOOL DISTRICT	SPED ASSESS REIMB	8,437.00
DALY, ANGELA	SLP CONTRACTED SERVICES	1,320.00
DESMET SCHOOL DISTRICT	SPED ASSESS REIMB	6,541.00
DEUBROOK SCHOOL DISTRICT	SPED ASSESS REIMB	7,130.00
DEUEL SCHOOL DISTRICT	SPED ASSESS REIMB	1,091.00
DUST TEX SERVICE, INC.	MAY RUG USE	75.12
ELKTON SCHOOL DISTRICT	SPED ASSESS REIMB	896.00
FLORENCE SCHOOL DISTRICT	SPED ASSESS REIMB	5,403.00
GENT, MELISSA	PSYCH REGIS	224.00
HAMLIN SCHOOL DISTRICT	SPED ASSESS REIMB/MAY CB USE FEE	3,235.90
HAYUNGA, STEPHANIE	ADVANCE STUDY	110.40
HEALTH EQUITY	HSA/FLEX	39.93
HEGGELUND, NICOLE	ADVANCE STUDY	500.00
HENRY SCHOOL DISTRICT	SPED ASSESS REIMB	3,492.00
LAKE PRESTON SCHOOL DISTRICT	MAY CB USE FEE	990.10
LATHER, CHRISTOPHER	PROF SUPERV	1,079.85
MARSHALL CO. HEALTHCARE CENTER	PT/OT SUPP	4,342.02
PARENT	MAY 25 MI REIMB	117.90
NELSON, ANNEKE	CELL REIMB	220.80
NESC PAYROLL	JUNE 2025	387,486.24
OFFICE PEEPS, INC.	ADMIN SUPP	359.72
SANFORD WEBSTER MEDICAL CENTER	OT SERVICES	6,689.67
SKOGSTAD, SHELLY	ADVANCE STUDY	184.00
SPEECH PARTNERS, LLC	SLP CONTRACTED SERVICES	6,896.09
TEACHWELL SOLUTIONS	OT CONTRACTED SERVICES	1,014.30
TIME MANAGEMENT SYSTEMS, INC	TIME CLOCK	137.07
WATERTOWN PUBLIC OPINION	MINUTES	136.67
WAVERLY SCHOOL DISTRICT	SPED ASSESS REIMB	4,534.00
WEBSTER SCHOOL DISTRICT	MAY CB USE FEE	11,903.20
WILLIAMS, THEODORE	PSYCH CONTRACTED SERVICES	833.95
WILLOW LAKE SCHOOL DISTRICT	SPED ASSESS REIMB	701.00
WILMOT SCHOOL DISTRICT	SPED ASSESS REIMB	4,549.00

SPECIAL EDUCATION FUND TOTAL:

489,130.45

JUNE 2025 INVOICES TOTAL:

507,215.93

## Northeast Educational Services Cooperative

## JUNE 2025 BMO INVOICES

GENERAL FUND - 10

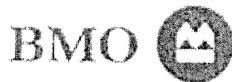
A-I COMPUTER SOLUTIONS	TECH	9.60
HY-VEE FOOD STORE	BOA 5/7/25	2.83
INDEED, INC	EMPLOY AD	24.55
INNOVATIVE OFFICE SOLUTIONS	ADMIN/O&M SUPP	45.72
ITC TELECOM	MAY PHONE SERVICES	71.31
OTTERTAIL POWER CO.	ELEC	17.59
US POSTAL SERVICE	POSTAGE	1.28
VERIZON WIRELESS	APRIL CELL SERVICES	24.94
<u>GENERAL FUND TOTAL:</u>		<u>197.82</u>

SPECIAL EDUCATION FUND - 22

A-I COMPUTER SOLUTIONS	TECH	110.38
AMAZON	CB/ED SPEC SUPP	5,449.62
APPLE INC.	TAX CREDIT	(2.87)
BHSSC	A.L. REGIS	250.00
CLOSING THE GAP	PT/OT REGIS	2,060.00
GRAND RIVER RESORT	B.B. ED SPEC TRAVEL	110.00
HY-VEE FOOD STORE	BOA 5/7/25	32.54
INDEED, INC	EMPLOY AD	282.33
INNOVATIVE OFFICE SOLUTIONS	ADMIN/O&M SUPP	525.83
ITC TELECOM	MAY PHONE SERVICES	820.10
MARSHALL CO. HEALTHCARE CENTER	PT/OT SERVICES	6,700.19
OTTERTAIL POWER CO.	ELEC	202.34
PINK OATMEAL SHOP	PT SUPP	179.99
SANFORD WEBSTER MEDICAL CENTER	OT SERVICES	8,657.29
US POSTAL SERVICE	POSTAGE	14.77
VERIZON WIRELESS	APRIL CELL SERVICES	446.82
<u>SPECIAL EDUCATION FUND TOTAL:</u>		<u>25,839.33</u>

JUNE 2025 BMO INVOICES TOTAL:26,037.15





## INVOICE

June 05, 2025

Northeast Educational  
310 5th Street  
Hayti, SD 57241

ATTN:

**Invoice Number: 0703531-2506**

**Invoice Amount: \$ 26,037.15**

This invoice amount represents the total balances of all Corporate Card accounts for the billing period ending June 05, 2025.

Your payment is due **July 02, 2025**.

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.

<b>BMO Accounts</b>	<b>Diners Club Accounts</b>
Payment By Mail	Payment By Mail
BMO 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 Attn: Lockbox# 5732 270 Remington Blvd, Suite B Bolingbrook, IL 60440	FIS BMO 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:

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

Thank you for your continued business.



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

Northeast Educational  
310 5th Street  
Hayti, SD 57241

Invoice Number: 0703531-2506  
Amount Paid: \$ 26,037.15  
Payment Due Date: July 02, 2025

RUN DATE: 06/11/2025

# Transaction Search - Company

All amounts are tax inclusive and displayed in their billing currency

As an administrator you may make adjustments to these transactions

BMO - Mastercard, Statement Period 05/05/2025 to 05/05/2025

Mapped Cards

## Billing Account 032312

Posting Date	Tran Date	Account	Supplier	Amount
05/26/2025	05/26/2025	XXXX-XXXX-XXXX-2312	Payment - Automatic Pymt Received	-29,513.68
			Debit Total USD	0.00
			Credit Total USD	-29,513.68
			Total USD	-29,513.68

## Boyd Brenda

Posting Date	Tran Date	Account	Supplier	Amount
05/07/2025	05/05/2025	XXXX-XXXX-XXXX-9401	Grand River Casino Res	110.00
			Debit Total USD	110.00
			Credit Total USD	0.00
			Total USD	110.00

## Admin Nesc

Posting Date	Tran Date	Account	Supplier	Amount
05/15/2025	05/14/2025	XXXX-XXXX-XXXX-7540	Innovative Office Solu	571.55
05/16/2025	05/15/2025	XXXX-XXXX-XXXX-7540	Usps Po 4637080684	7.10
05/21/2025	05/20/2025	XXXX-XXXX-XXXX-7540	Usps Po 4637080684	8.95
			Debit Total USD	587.60
			Credit Total USD	0.00
			Total USD	587.60

## Stormo Tiffany

Posting Date	Tran Date	Account	Supplier	Amount
05/06/2025	05/05/2025	XXXX-XXXX-XXXX-8109	Closing The Gap	2,060.00
05/07/2025	05/06/2025	XXXX-XXXX-XXXX-8109	Pink Oatmeal	179.99
05/07/2025	05/07/2025	XXXX-XXXX-XXXX-8109	Apple.Com/Bill	-0.19
05/07/2025	05/07/2025	XXXX-XXXX-XXXX-8109	Apple.Com/Bill	-0.25
05/07/2025	05/07/2025	XXXX-XXXX-XXXX-8109	Apple.Com/Bill	-0.31
05/07/2025	05/07/2025	XXXX-XXXX-XXXX-8109	Apple.Com/Bill	-0.50
			Debit Total USD	25,342.42
			Credit Total USD	-2.87
			Total USD	25,339.55

Posting Date	Tran Date	Account	Supplier	Amount	
05/07/2025	05/07/2025	XXXX-XXXX-XXXX-8109	Apple.Com/Bill	-1.62	?
05/08/2025	05/07/2025	XXXX-XXXX-XXXX-8109	Hy-Vee Watertown 1871	35.37	?
05/13/2025	05/12/2025	XXXX-XXXX-XXXX-8109	Otter Tail Power Compa	219.93	?
05/14/2025	05/12/2025	XXXX-XXXX-XXXX-8109	Interstate Telecommuni	446.03	?
05/14/2025	05/13/2025	XXXX-XXXX-XXXX-8109	Vzwrllss My Vz Vb P	235.91	?
05/14/2025	05/13/2025	XXXX-XXXX-XXXX-8109	Amazon Mktpl Ni9mm19f1	400.44	?
05/14/2025	05/14/2025	XXXX-XXXX-XXXX-8109	Amazon Mktpl Ni5r65ro0	299.00	?
05/14/2025	05/14/2025	XXXX-XXXX-XXXX-8109	Amazon Mktpl Nw4jm3wz2	2,039.00	?
05/15/2025	05/14/2025	XXXX-XXXX-XXXX-8109	Services	125.00	?
05/15/2025	05/14/2025	XXXX-XXXX-XXXX-8109	Services	125.00	?
05/15/2025	05/14/2025	XXXX-XXXX-XXXX-8109	Amazon.Com Nw5kj2ol0	250.98	?
05/15/2025	05/14/2025	XXXX-XXXX-XXXX-8109	Amazon Mktpl Nw13v2o20	351.40	?
05/15/2025	05/15/2025	XXXX-XXXX-XXXX-8109	Amazon Mktpl Nw3197zk0	555.99	?
05/16/2025	05/15/2025	XXXX-XXXX-XXXX-8109	Amazon.Com Nw1ng0zq1	89.98	?
05/19/2025	05/19/2025	XXXX-XXXX-XXXX-8109	Amazon Mktpl Nw56g4ks1	1,462.83	?
05/20/2025	05/19/2025	XXXX-XXXX-XXXX-8109	A-I Computer Solutions	119.98	?
05/21/2025	05/20/2025	XXXX-XXXX-XXXX-8109	Marshall County Health	6,700.19	?
05/21/2025	05/20/2025	XXXX-XXXX-XXXX-8109	Sanford Online Bill Pa	8,657.29	?
06/03/2025	06/02/2025	XXXX-XXXX-XXXX-8109	Indeed Usi25-02986802	306.88	?
06/04/2025	06/04/2025	XXXX-XXXX-XXXX-8109	Vzwrllss My Vz Vb P	235.85	?
06/05/2025	06/03/2025	XXXX-XXXX-XXXX-8109	Interstate Telecommuni	445.38	?
Debit Total USD				25,342.42	
Credit Total USD				-2.87	
Total USD				25,339.55	

**5.3** The ~~Center-Base~~ **Pathways** 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~~ **Pathways** 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~~ **Pathways** tuition for that year.

School districts hosting NESC ~~Center-Base~~ **Pathways** 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.

## ARTICLE I

### CRIMINAL BACKGROUND INVESTIGATION

SDCL 13-10-12 provides the legal authority and requirement for the Cooperative to conduct criminal background investigations. **The Cooperative and its employees will only obtain criminal history record information (CHRI) when authorized by law and will only use CHRI for the purposes of determining whether a person should be employed.**

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. Instead of undergoing a criminal background investigation, those individuals must complete the NESC application for observation experience.

#### 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 someone 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.~~ Upon request the cooperative will provide a copy of the SDDCI and FBI CHRI to the person who is the subject of the background check as long as the individual provides a valid photo ID. CHRI will be released only to the individual in question and not to others. This dissemination will be logged.

#### D. Miscellaneous

The Cooperative Director shall be the Point of Contact (POC) and Noncriminal Agency Coordinator (NAC), serving as the liaison between the cooperative and SDDCI. The Cooperative Director is the contact person for audit information and is also responsible for notifying SDDCI when employees start or leave (so SDDCI can keep CJIS security training records current). The Cooperative Director is also 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.~~ LASO documentation will include the date and location of the security incident, the systems affected, the method of detection, the nature and description of the incident, actions taken to resolve, the current date, and contact information for LASO.

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

As required by SDCL 13-10-15, if, as the result of a criminal conviction the Board suspends an employee without pay, or an employee resigns, or an employee is terminated, the Cooperative Director shall within ten days report the circumstances and the name of the employee to the South Dakota Department of Education.

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 on full pay (prorated by FTE) 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 (prorated by FTE) 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 (prorated by FTE) 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 (prorated by FTE). 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

#### LEAVE POLICY, OTHER CLASSIFIED STAFF

- A. Employees will receive the following paid holidays: Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Easter Monday, Memorial Day, and Juneteenth (June 19<sup>th</sup>). Days worked after Christmas Day and before New Year's Eve Day will be handled in one of the following ways as decided by the employee.
- Work the day and get paid;
  - Take annual leave and get paid; or
  - Take leave without pay.
- B. Employees shall be allowed twelve (12) days of sick leave of absence on full pay (prorated by FTE). If an employee 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.
- C. Sick leave may be accumulated to sixty-five (65) days (prorated by FTE) 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.
- D. Employees will be allowed annual leave as follows (prorated by FTE).
- 1<sup>st</sup> through 5<sup>th</sup> year of employment: 10 days (80 hours) accrued at 0.83 days per month. At any given time an employee can only have a maximum of 15 days (120 hours) of accumulated annual leave.
  - 6<sup>th</sup> through 10<sup>th</sup> year of employment: 12 days (96 hours) accrued at 1.00 days per month. At any given time an employee can only have a maximum of 17 days (136 hours) of accumulated leave.
  - 11<sup>th</sup> and greater years of employment: 15 days (120 hours) accrued at 1.25 days per month. At any given time an employee can only have a maximum of 20 days (160 hours) of accumulated annual leave.
- Up to 5 days (40 hours) can be carried over to the next fiscal year (prorated by FTE). Additionally, the total annual leave, accruals, and maximums shall be prorated by FTE.
- E. 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/she 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.
- F. A total of five 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.



## ARTICLE IV 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%)~~ in South Dakota Codified Law 62-4-3, 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 VIII 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 6,000 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.~~ Drivers are discouraged from making or taking phone calls unless using hands-free technology or pulling off to a safe area.
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. File a police report for any accidents.
15. Renew annually the NESC Vehicle Use Policy.
16. Refrain from engaging in activities which may distract an individual from safely operating a vehicle.
17. 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.
18. Refrain from any tobacco use while in an NESC vehicle.
19. Refrain from the unlawful use, distribution, dispensing, manufacture, or possession of a controlled substance.
20. Refrain from operating any NESC vehicle while under the influence of alcohol, any drug, or the combined influence of alcohol and any drug.
21. Refrain from operating a vehicle in a manner which endangers the safety or life of others.
22. Be personally responsible for the inside and outside appearance of the vehicle.
23. Be personally responsible for costs occurring when keys are locked in NESC vehicle.
24. 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.
25. 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, or 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 IX 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.

Employees with absences longer than 12 weeks could be dropped from the group's health insurance plan though they would have the right to continue under COBRA.

**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 XIV 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~~ **\$20,000**. 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.

## **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.~~

- A. Scheduling and Calendar Management: Scheduling meetings, appointments, and travel arrangements.
- B. Clerical Duties: Copying, faxing, mailing.
- C. Record Keeping and Filing: Maintaining and updating files, both digital and physical.
- D. Communication: Answering Phones, responding to e-mails, and managing correspondence.
- E. Report and Document Preparation: Drafting and editing documents, preparing reports, and presentations.
- F. Office Operations Support: Ordering supplies, coordinating maintenance, and managing office equipment.
- G. Project Coordination: Assisting with the implementation of new programs or processes.
- H. Customer Service: Providing support to visitors, clients, and internal staff.
- I. Data Entry and Management: Entertaining and updating information in databases and spreadsheets.
- J. Financial Tasks: Assisting with budget activities, preparing invoices, and managing expenses.
- K. Meeting Support: Preparing meeting agendas, taking minutes, and coordinating logistics.
- L. Medicaid Billing: Complete eligibility verification, data entry, claim submission, and payment verifications for Medicaid billing.

### **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.~~

- Strong organizational skills: To manage time, tasks, and information effectively.
- Excellent communication skills: To interaction professionally with colleagues, clients, and vendors.
- Proficiency in office software: Including Microsoft Office, Google Workspace, and other relevant programs.
- Attention to detail: To ensure accuracy and efficiency in all tasks.
- Time management skills: To prioritize tasks and meet deadlines.
- Problem-solving skills: To handle unexpected situations and find solutions.
- Ability to work independently and as apart of a team: To adapt to various situations and contribute to a positive work environment.

**JOB DESCRIPTION FOR**  
**CENTER-BASE PATHWAYS 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~~ Pathways classrooms are instructional locations designated for students in need of more extensive support. (Typically they are comprised of children with developmental disabilities.) ~~Center-base~~ Pathways 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~~ Pathways 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~~ Pathways program, based on individual needs.
- D. Deliver specialized instruction to meet the individual needs of students assigned to the ~~center-base~~ Pathways 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~~ Pathways 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~~ Pathways instructors should hold a bachelor's or a master's degree in special education from an accredited college or university.
- B. Certification  
~~Center-base~~ Pathways 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~~ Pathways program.
- C. Experience  
Successful experience as a special education teacher is preferred but not required.

**JOB DESCRIPTION FOR**  
**CENTER-BASE PATHWAYS 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~~ **Pathways** 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~~ **Pathways** 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.



## Northeast Educational Cooperative Comprehensive Plan

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

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

**State monitoring -- Primary focus. ARSD 24:05:20:18.01.** The department shall monitor the implementation of this article, enforce this article in accordance with §§ 24:05:20:23.03 and 24:05:20:23.04, and annually report on performance under this article. The primary focus of the department's monitoring activities shall be on:

(1) Improving educational results and functional outcomes for all children with disabilities; and

(2) Ensuring that public agencies meet the program requirements under Part B of the IDEA, with a particular emphasis on those requirements that are most closely related to improving educational results for children with disabilities.

As a part of its responsibilities under this section, the department shall use quantifiable indicators and such qualitative indicators as are needed to adequately measure performance in the priority areas identified in § 24:05:20:18.02 and the indicators established by the U.S. Secretary of Education for the state performance plan.

The Northeast Educational Cooperative has formally adopted the following policies and procedures as their comprehensive plan for special education. This document intends to identify the responsibilities of the district and the Agency.

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

---

Signature of Authorized Official

Date

---

Typed Name and Title

---

Address/State/Zip

Telephone Number

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## Section I.

Communication between the agency and the district is vital to the success of the student. This includes communicating about meetings, evaluations, timelines, etc. The special education teacher for each NESC program will communicate to the superintendent and/or special education director of the resident district information regarding meetings, evaluations, timelines, and other information. The special education teacher will ensure that the resident district has access to and/or copies of the most recent special education documentation for students in the NESC program.

## Section II. Child Count

### **Child Count 34 C.F.R. §300.640; ARSD 24:05:17**

- a. Child Count data is the collection of enrollment information for students with disabilities ages 3-21 who are receiving Special Education services. Accurate reporting ensures who is responsible for providing services to identified students. NESC and its employees work with member school districts to ensure the accuracy of district child count data. Students served within NESC programs have previously been identified as students with disabilities and are on the child count of the resident member district. The Director of NESC ensures that the enrollment information is accurate for all students served in NESC programs so that resident member districts have accurate information for their child count.

## Section III. Timelines

### **Evaluation 34 C.F.R. §300.122; ARSD 24:05:25**

### **Yearly Review and revision of individual educational programs 34 C.F.R. §300.324; ARSD 24:05:27:08**

- a. Special Education has explicit timelines that need to be followed. Those timelines are associated with;
  - i. Annual Meetings
  - ii. Eligibility
  - iii. Evaluation – Initial and reevaluationNESC and its employees coordinate with each member district to which they are assigned to ensure that timelines are followed. When an NESC employee is assigned to a member district, they follow the district's procedures for meeting timelines and communicate with the district any information necessary to meet those timelines. NESC program special education teachers monitor the timelines related to evaluation and annual meetings. They coordinate these meetings and activities with the other staff assigned to the program to ensure that timelines are met. They also communicate with the resident district of the student about upcoming timelines and the plan to ensure compliance with those timelines.

## Section IV. Individualized Education Program (IEP)

### **Development of the IEP 34 C.F.R. 300.112; ARSD 24:05:27**



- a. NESC employees who case manage students within member school districts (i.e., Speech Language Pathologist, ECSE teachers)) will develop and write the IEP for those students. NESC program special education teachers are responsible for writing the IEP for all students who are enrolled by member districts in the program.
- b. The agency works directly with the student and has knowledge of the strengths and needs of the student. The district and the agency must work together to develop a comprehensive IEP based on the needs of the student. NESC employees maintain consistent communication with the member district on student progress. Upon enrollment into an NESC program, district staff participate in interviews as well as an IEP meeting to provide input into the student's strengths, needs, programming, and educational decision-making. When an IEP for a student in an NESC program is written, the special education teacher contacts the district administration and/or the previous special education staff to gain input and provide information on the student's current present levels.
- c. Every student on an IEP will have annual goals. These goals are written to be measurable and progress documented. Each student's progress must be reported to the parent as specified in the IEP. NESC employees who are case managers for students in member districts are responsible for providing progress on the students' IEP goals to parents using the method and frequency outlined in the IEP. The employee will either report the progress directly to the parent or will work with the district to provide the progress report to the parent. For students in NESC programs, the special education teacher of the program is responsible for providing progress reports to the parent and to the resident district using the method and frequency outlined in the IEP.
- d. The IEP identifies the individual services that each student with a disability will receive. These services are identified in the IEP documents as the amount of service and frequency related, but not limited to, special education services, related services, transition services, etc. The district works collaboratively with NESC employees to provide the services in the IEP. NESC employees include Occupational Therapists and Assistants, Physical Therapists and Assistants, Speech/Language Therapists and Assistants, Early Childhood Special Education Teachers, Paraprofessionals, and School Psychologists. Member districts receive these services from NESC. For member district students who attend an NESC program, NESC provides all of the services and related services on the IEP unless specified otherwise. If the service for a student attending an NESC program requires unique services, NESC and the district work collaboratively to ensure access to those services. At times, the district may provide the service, rather than NESC.

## Section V. Evaluation

### **Completion of the evaluation 34 C.F.R. §300.122; ARSD 24:05:25**

- a. Special education evaluations (initial or reevaluations) must be completed in a specific timeframe. For students of transition age, a transition evaluation must also take place. The district and the agency will determine who will be responsible for initiating the evaluation process. Communication between the agency and the district is significantly

important to complete the evaluation. NESC employees who are case managers for students in member districts are responsible for coordinating the evaluation for the student and ensuring timeliness. NESC employees collaborate with the district to ensure that evaluation needs are met for the member district. For students in NESC programs, the special education teacher of the program is responsible for ensuring that the evaluation is comprehensive and completed within the specified time frame. All NESC employees will complete standardized evaluations and skill-based evaluations within the areas for which they hold expertise. Results from these evaluations are provided in written form to the member districts and the parents.

## **Section VI. IEP Team**

**IEP team meeting date 34 C.F.R. §300.23; ARSD 24:05:27:02**

**Parent Participation 34 C.F.R. §; ARSD 24:05:30:02.01**

**IEP team 34 C.F.R. §300.321; ARSD 24:05:27:01.01**

Special Education has specific laws that govern the meetings. The IEP team is the key element in making informed decisions for the best interest of the student. Communication with the district about who will be conducting the meetings (annual, eligibility, amendment, etc.) is essential.

- a. Meeting Notice –Prior to a meeting, the notice will be sent out. The content of the meeting notice includes date, time, location, purpose, agenda, attendees, and contact information.
- b. Conducting - NESC employees who are case managers conduct the meeting in conjunction with the member district. The Special Education teacher for an NESC program conducts the meeting for enrolled students.
- c. Location - NESC employees who are case managers within districts hold meetings within the member district. When a meeting is held for a student in an NESC program, the meeting is held at the program location. In both cases, virtual attendance options are available.
- d. Attendance - Special Education law requires, at a minimum, that the parents of the student, regular education teacher (if student is participating in the regular education environment), at least one special education provider, representative of the school district that can make decisions about the availability of resources of the district, the student (if appropriate), and transition service participants (if applicable). If a meeting is held at a location not within the member/resident district, NESC will ensure that required team members are given sufficient notice of the meeting and a virtual attendance option will be provided.

## **Section VII. Parental Prior Written Notice**

**Content of Notice 34 C.F.R. §300.503; ARSD 24:05:30:04, 24:05:30:05**

- a. Meeting Notice -Parents of students with disabilities are to be included in all IEP team meetings. These meetings are at a mutually agreed-upon time and place. Parents are to be informed early enough to ensure that they will have the opportunity to attend. As for the Parental Prior Written Notice, it is completed and given to the parent after a meeting has been held. This notice is provided as a recap of what was discussed in the meeting and should include what the district proposes or refuses to initiate or change in the identification, evaluation, or educational placement of the child, and should be given to the parents five days before this change. NESC employees who are case managers within districts and the Special Education teacher for an NESC program are responsible for the completion and delivery of these notices.
- b. The timelines of the notices are important and need to be provided to the parents within those timelines. NESC provides training on timelines associated with notices to all NESC employees. NESC employees use electronic calendars to ensure that notices are provided within timelines.

#### Section VIII. Discipline Procedures

**Authority of School Personnel 34 C.F.R. §300.530; ARSD 24:05:26:02.03, 24:05:26:09.03**

**Change of Placement for disciplinary removals 34 C.F.R. §300.536: ARSD 24:05:26:02.01**

- a. Students who are on an IEP may exhibit minor to extreme behavior issues. Existing behavior plans in the IEP may need to be addressed. Specific guidelines exist and need to be followed for the suspension and expulsion of students on an IEP. When a student is enrolled in an NESC program, NESC program staff will follow the existing behavior plan. If needed, NESC program staff will conduct an FBA and/or write a new behavior plan if the current plan is not successful within that setting. Data will be collected on the student's progress with behavior. This progress is reported to the member resident district of the student.

If discipline actions are needed, NESC, in conjunction with the resident district, will conduct a manifestation determination review within 10 days of a decision to change the placement of a student with a disability due to a violation of the code of student conduct. During this review, relevant members of the student's IEP team (as determined by the district and the parents) will review all relevant information to determine the following.

1. Was the conduct in question caused by, or did it have a direct and substantial relationship to, the student's disability?
2. Was the conduct in question the direct result of the district's failure to implement the IEP?

When either condition #1 or #2 above has been met, NESC acknowledges that the conduct must be determined to be a manifestation of the student's disability. If condition #2 was met, NESC acknowledges that it must take immediate steps to remedy the deficiency in IEP implementation.

#### Section IX. State and District-Wide Assessment Procedures

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

Revised June 2025

- a. Students are required to participate in state assessments at certain grade levels. Some accommodations stated on their IEP may be needed for participation in the assessment. Students who participate in NESC programs are provided with accommodations and participate in state assessments. The NESC director ensures that the students who take state assessments are reported to the Department of Education and are represented in the state assessment program. The special education teacher of the program conducts the state assessment with the student and provides the accommodations listed on their IEP. Results of the state assessment are shared with the parents by the Director or the Special Education teacher.

## Section X. Procedural Safeguards

NESC will provide a copy of the *South Dakota Parental Rights and Procedural Safeguards* document to the parents of an eligible child with a disability at least once each year, in addition to the following.

1. Upon initial referral or parent request for an evaluation;
2. Upon request by the parent;
3. Per discipline procedures outlined in the procedural safeguards document;
4. Upon receipt of the first state complaint or first due process complaint in a given school year.

NESC uses the *South Dakota Parental Rights and Procedural Safeguards* document which conforms with the content standards established in ARSD 24:05:30:06.02.

### **Availability of mediation 34 C.F.R. §300.506; ARSD 24:05:30:09**

For students in NESC programs, NESC and the resident member district will offer voluntary state mediation to the parent after receiving notice about any matter of dispute, including matters arising before a due process complaint is filed. NESC will make such mediation conferences timely and nonadversarial and will schedule them in a location convenient to all parties involved in the dispute.

### **Filing of due process complaints 34 C.F.R. §300.507; 300.508, 300.509; ARSD 24:05:30:07.01**

NESC acknowledges that either it, the resident member district, or the parent may file a due process complaint on any matters related to the identification, evaluation, placement, or FAPE of a student with a disability.

### **Resolution process 34 C.F.R. §300.510; ARSD 24:05:30:08.09-.12**

Within 15 days of receiving notice of the parent's due process complaint and prior to the initiation of a due process hearing, NESC and the resident member district will convene a meeting with the parent and relevant members of the IEP team who have specific knowledge of the facts identified in the complaint. NESC, the resident school district, and the parent will determine which IEP team members are relevant, but the team will include a representative of the district who has decision-making authority.

NESC and the resident member school district will not bring an attorney unless the parent is accompanied by an attorney.

During this meeting, NESC and the resident member district will attempt to resolve the dispute that is the basis for the due process complaint. The district acknowledges that this resolution meeting need not be held if the parent and the district agree to waive it or if the parent and the district agree to use mediation.

**Impartial due process hearing 34 C.F.R. §300.511; ARSD 24:05:30:09.04**

NESC acknowledges that either party, NESC or the parent, has the right to an impartial due process hearing following a due process complaint.

**Hearing rights 34 C.F.R. §300.514; ARSD 24:05:30:12**

NESC acknowledges that, during the impartial due process hearing, both the district and the parent have the right to be accompanied and advised by legal counsel to present evidence, to cross-examine and compel the attendance of witnesses, to prohibit the introduction of evidence that has not been disclosed at least five business days before the hearing, to obtain a written record of the hearing, and to obtain a written record of findings of fact and decisions.

**Hearing decisions 34 C.F.R. §300.513, 300.514, 300.515, 300.516, 300.517; ARSD 24:05:30:11**

NESC acknowledges that NESC, the resident school district, and the parent have the right to file a civil action, within 90 days, to appeal the decision of the due process hearing.

**Status of child during due process proceedings 34 C.F.R. §300.518; ARSD 24:05:30:14**

NESC acknowledges that the student in a due process complaint must remain in the present educational placement during that complaint unless the parents and district agree otherwise, with these exceptions.

1. If the complaint involves an application for initial admission to public school, the child, with the consent of the parents, must be placed in the public school program until the completion of all the proceedings.
2. If the complaint involves an application for initial services from a child transitioning from Part C of the IDEA to Part B who is no longer eligible for Part C because the child has turned three, the district is not obligated to provide the Part C services that the child had been receiving. If the child is found eligible for special education and related services under Part B, and the parent consents to the initial provision of special education and related services, then the district must provide those special education and related services not in dispute.
3. If the decision of a hearing officer in a due process hearing agrees with the child's parents that a change of placement is appropriate, that placement must be treated as an agreement between the state and the parents for purposes of pendency.

**Section XI. File Maintenance**

**Confidentiality of Information 34 C.F.R. §300.123; ARSD 24:05:29, ARSD 24:05:21:05**



NESC will ensure compliance with all regulations regarding the confidentiality of records and information, as noted in 34 C.F.R. §§300.610 through 300.626.

**Records regarding migratory children with disabilities 34 C.F.R. §300.213; ARSD 24:05:21:05**

NESC agrees to cooperate with records requests in order to establish a continuity of records for migratory students with disabilities.

**Destruction of information 34 C.F.R. §300.624; ARSD 24:05:29:15**

NESC works to ensure that all special education records for students are stored within the member resident school district. At the end of a school year, student file information will be returned to the resident member district. However, if special education records are maintained at NESC, NESC will maintain the special education records for at least 5.5 years after they are no longer needed. Prior to destroying records, NESC will inform parents when it no longer needs them. Following that event, when requested by the parents, NESC will destroy the personally identifiable information (but may maintain contact information for the student in addition to a record of grades, attendance, classes taken, and grades).

NESC will include the following in each student's final PPWN. "After 5.5 years from this date, the student's special education records will be destroyed. Since these educational records may be needed for other purposes (such as accommodations for employment or higher education, public benefits and insurance, or private insurance), please make arrangements to request any necessary copies before 5.5 years have lapsed."

- a. District policies and procedures on the confidentiality of information. NESC has designated the Director to maintain the records and train others in how to collect, store, disclose, and destroy the records in a manner that protects confidentiality. The Director will also maintain a list of the names and positions of others who may have access to personally identifiable information.
- b. For students who are enrolled in an NESC program, the following items will be in the file at the agency
  - i. IEP (most current)
  - ii. Evaluation report (Most current)
  - iii. Eligibility Document (most current)
  - iv. Notices (most current): Meeting Notice, Parental Prior Written Notice, Consent for Evaluation, etc...
- c. The special education teacher at the student's NESC program will be responsible for maintaining the student's file. The Director and special education teacher will be responsible for acquiring the most current documents from the member's resident district when enrolled. The special education teacher will ensure that the district has access to the current student file.
- d. The student files are confidential and need to be located in a locked cabinet. For students who attend an NESC program, the files are kept in a locked cabinet within the program space. If files are kept by NESC employees who provide services to member districts, the files are maintained in a locked cabinet inside a locked room at the NESC main office.

- e. Transfer of records. NESC agrees to cooperate with record requests to establish a continuity of records for migratory students with disabilities.
- f. Destruction of information. Prior to destroying records, NESC will inform parents when it no longer needs them. Following that event, when requested by the parents, NESC will destroy the personally identifiable information (but may maintain contact information for the student in addition to a record of grades, attendance, classes taken, and grades). NESC will notify parents through a written statement within the student's final Prior Written Notice document.

## **25-26 NESC Board Meeting Dates**

Third Monday of the Month:

July 22nd

August 18th

September 15th

October 20th

November 17th

December 15th

January 19th

February 16th

March 16th

April 20th

May 18th

June 15th

**Northeast Educational Services Cooperative  
Budget Supplemental 2024-2025**

**RESOLUTION #168**

Let it be resolved, that the Board of Directors for Northeast Educational Services Cooperative, in accordance with SDCL 13-11-3.2 and after duly considering the proposed supplemental budget, hereby approves and adopts the following supplemental budget in total:

<b><u>Appropriations:</u></b>		<b><u>General Fund</u></b>
22-1221	Extended School Year Services	\$7,512.68
<b>Total Appropriations:</b>		<b><u>\$7,512.68</u></b>
<b><u>Means of Finance:</u></b>		
22-1312-100	Local Funds - Cooperative School Districts	\$7,512.68
<b>Total Means of Finance:</b>		<b><u>\$7,512.68</u></b>

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President – Board of Directors

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Business Manager

# Inventory Adjustment -- June 30, 2025

#	Name	Brand	Category	Year	Price
680	All in One		Books and Multimedia	1999	\$ 32.95
681	Artic to Go		Books and Multimedia	1991	\$ 27.95
714	Hickory Dickory Talk		Books and Multimedia	1991	\$ 89.95
734	Predictable Storybooks		Books and Multimedia	1991	\$ 75.00
737	Ready, Set, Listen		Books and Multimedia	1992	\$ 27.95
744	Stepping Out (teacher guide wkbk)		Books and Multimedia	2005	\$ 29.00
745	Storytelling to Go		Books and Multimedia	1980	\$ 25.95
748	Survival Vocabulary (wkbk)		Books and Multimedia	2005	\$ 32.00
755	Vocabulary to Go		Books and Multimedia	1988	\$ 26.95
1839	iPad Air 2 Smart case- black	Apple	Equipment	2016	\$ 79.00
1915	Ipad	Apple	Equipment	2006	\$ 508.00
1917	Ipad	Apple	Equipment	2006	\$ 508.00
1936	Audiometer	Macio MA 25	Equipment	2011	\$ 860.00
1939	Audiometer	Maico MA 40	Equipment	1991	\$1,397.50
1972	Ipad	Apple	Equipment	2017	\$ 500.00
692	Laptop Case		Equipment--Computer	2007	\$ 25.00
1413	Ipad Air 32GB	Apple	Equipment--Computer	2015	\$ 508.00
1490	IPAD 2 WI FI 16 GB	Apple	Equipment--Computer	2013	\$ 490.30
1895	Laptop	DakTech	Equipment--Computer	2016	\$ 750.00
1906	Desktop Computer	DakTech	Equipment--Computer	2011	\$ 675.00
1911	Laptop Plaidbook	Daktech	Equipment--Computer	2017	\$ 789.00
1912	Laptop Plaidbook	Daktech	Equipment--Computer	2017	\$ 789.00
1913	Laptop--Plaid Book	Daktech	Equipment--Computer	2017	\$ 789.00
1966	Ipad 2 WI-FI 16gb black with ca	Apple	Equipment--Computer	2009	\$ 499.00
2050	Laptop	DakTech	Equipment--Computer	2016	\$ 750.00
2064	Ipad 2 WI-FI 16gb black with ca	Apple	Equipment--Computer	2013	\$ 490.30
2084	iPad	Apple	Equipment--Computer	2010	\$ 500.00
2094	Laptop	Fujitsu	Equipment--Computer	2018	\$ 914.00
2095	Laptop	Fujitsu	Equipment--Computer	2018	\$ 914.00
2096	Laptop	Fujitsu	Equipment--Computer	2018	\$ 914.00
2100	Laptop	Fujitsu	Equipment--Computer	2018	\$ 914.00
2174	Laptop	Lifebook - E548	Equipment--Computer	2018	\$ 914.00
2175	Laptop	Lifebook - E548	Equipment--Computer	2018	\$ 914.00
2217	iPad (16gb)	Apple	Equipment--Computer	2012	\$ 490.00
2249	Laptop	Fujitsu E559	Equipment--Computer	2019	\$ 984.00
2351	Laptop	Fujitsu E559	Equipment--Computer	2020	\$ 984.00
2352	Laptop	Fujitsu E559	Equipment--Computer	2020	\$ 984.00
685	BDI-2 Kit		Evaluation Instruments	2007	\$ 915.03
419	Speech Therapy Mirror		Therapy Materials	1992	\$ 29.95
709	Game Drawer Comp Series		Therapy Materials	1991	\$ 99.00
719	Language Lessons in Classroom		Therapy Materials	1998	\$ 29.95
732	Portable Therapy Mirror		Therapy Materials	1997	\$ 44.95
					Books and Multimedia \$ 367.70
					Equipment \$ 3,852.50
					Equipment--Computer \$15,980.60
					Evaluation Instruments \$ 915.03
					Therapy Materials \$ 203.85
Total					\$21,319.68

**NORTHEAST EDUCATIONAL SERVICES COOPERATIVE  
BOARD OF DIRECTORS MEETING  
Monday, June 16, 2025 7:00 P.M.**

1. Call to order
2. Introduction of guests \_\_\_\_\_  
\_\_\_\_\_
3. Agenda review, changes and approval
4. Public comment
5. Conflict of Interest
6. Approval of May 2025 financial report
7. Consent Agenda
  - a. Approval of May 19, 2025 meeting minutes  
\_\_\_\_\_
  - b. Approval of payment of June 2025 budget claims  
\_\_\_\_\_
  - c. Contract with ProCare Therapy for Virtual OT at \$95/hour  
\_\_\_\_\_
  - d. Approval of Unit 1 Master Negotiated Agreement  
\_\_\_\_\_
  - e. Offer Contract Amendments to Unit 1  
\_\_\_\_\_
  - f. Approval of MOU with Unit 1  
\_\_\_\_\_
8. Discussion Items
  - a. FY26 Preliminary Budget  
\_\_\_\_\_
  - b. Assistant Director's Report  
\_\_\_\_\_
  - c. Director's Report  
\_\_\_\_\_
  - d. Board of Advisors Report – May  
\_\_\_\_\_
  - e. Second Reading – Proposed changes to By-Law and Policy
    - i. By-Law 5.3
    - ii. Policy – Article I: Criminal Background Check
    - iii. Policy – Article II: Paraprofessional Leave
    - iv. Policy – Article III: Other Classified Leave
    - v. Policy – Article IV: Worker's Compensation

- vi. Policy – Article VIII: Vehicle Use
  - vii. Policy – Article IX: FMLA
  - viii. Policy – Article XIV: Business Credit Card
  - ix. Policy – Admin Assistant
  - x. Policy – Centerbase Teacher
  - xi. Policy – Centerbase Paraprofessional
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e. NESC Comprehensive Plan

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f. Accredited Program Certificate received

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g. Board meeting dates for 2025-2026

9. Executive Session

- a. SDCL 1-25-2(4) Preparing for contract negotiations or negotiating with employees or employee representatives

10. Action Items

- a. Approval of Supplemental Budget – Resolution #168
- b. Approval of FY25 Audit Engagement Letter
- c. By-Law 5.3
- d. Policy – Article I: Criminal Background Check
- e. Policy – Article II: Paraprofessional Leave
- f. Policy – Article III: Other Classified Leave
- g. Policy – Article IV: Worker's Compensation
- h. Policy – Article VIII: Vehicle Use
- i. Policy – Article IX: FMLA
- j. Policy – Article XIV: Business Credit Card
- k. Policy – Admin Assistant
- l. Policy – Centerbase Teacher
- m. Policy – Centerbase Paraprofessional
- n. Approval of the NESC Comprehensive Plan
- o. Declare surplus with zero value of old, outdated, broken, or missing inventory items
- p. Publish FY26 preliminary budget and set budget hearing for Monday, July 20, 2025

11. Adjourn

Next meeting will be held on July 21, 2025 at 7:00pm at LATC