

Northeast Educational Services Cooperative

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

605-783-3607 • Fax 605-783-3259

April 16th, 2026

Dear NESC Board Members,

We will hold our April NESC Board Meeting on April 20th at 7pm. Please see the attached handout for documents to be referenced at the meeting. We will hold our in-person NESC board meetings at Lake Area Technical College in room 803 in Building 8. You can also attend by phone or via Zoom. 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/91707297325>

The Steering Committee will meet prior to the NESC Board Meeting at 6pm. The link above will be used to join virtually to that meeting as well or you can join in person at LATC. The following board members are members of the Steering Committee: Arend Schuurman, Penny Thyen, Lisa Amdahl, Audrey Rider, Chris Verhoek, Alicia Nielson, Tara Abraham, and Wade Gubrud.

Sincerely,



Anneke Nelson
NESC Director

NESC Board of Directors Meeting	
Date	April 20th, 2026
Time	7:00 pm
Location	LATC Building 8 Room 803
Virtual Attendance	https://sdk12.zoom.us/j/91707297325

1. Call to order
2. Introduction of guests
3. Agenda review, changes, and approval
4. Public comment
 - a. Letter from Shelly Skogstad
5. Conflict of Interest
6. Approval of the March 2026 Financial Report
7. Consent Agenda
 - a. Approve March 16, 2026 Meeting Minutes
 - b. Approve April 2026 Budget Claims
 - c. Approval of Unit 1 Master Negotiated Agreement
 - d. Approval of Unit 2 Master Negotiated Agreement
 - e. Resignation Grace Einrem, Paraprofessional, Hamlin Pathways
 - f. Resignation Abby Kramer, paraprofessional Webster Pathways
 - g. Resignation Christina Flora, Educational Evaluator
 - h. Approval of Contract for Danielle Meyer, Speech-Language Pathologist @ \$68,260.06
 - i. Approval of Contract for Amy Yost, Education Specialist - RDA @\$96441.54
 - j. Approval of Contract for Alicia Schoenhard, Education Specialist - RDA @\$83,183.49
 - k. Approval of Contract for Bre Schwandt, Assistant Director @\$75,000
 - l. Approval of Contract for Hunter Lee, Business Manager @\$65,000
8. Discussion Items
 - a. FY 26 Preliminary Budget
 - b. Assistant Director Report
 - c. Director Report
 - d. Board of Advisor's Report
 - e. NESC Calendar
 - f. Final Pathways Tuition Rates for FY 26

9. Executive Session

- a. SDCL 1-25-2(4). Negotiations
- b. SDCL 1-25-2(1). Discussing the qualifications, competence, performance, character or fitness of any public officer or employee

10. Action Items

- a. Approve 2026 ESY Provider Rates
- b. Approve NESC Calendar
- c. Approve Final Pathways Tuition Rates for FY26
- d. Approval of set salary for classified personnel (Office personnel, paraprofessionals, and custodians)
- e. Approval to offer contracts to Unit 1, Unit 2, classified staff, and extended school year personnel
- f. Approval of Director's salary
- g. Approval of Interim Contract for Hunter Lee

11. Adjourn

Steering Committee will meet at 6:00pm at LATC prior to the NESC Board Meeting

The next meeting will be held on May 18th, 2026, at 7:00 p.m. at LATC.

April 10, 2026

Dear Board President and Members of the Board,

On behalf of our negotiation team, we would like to extend our sincere appreciation, particularly to Amy, Chris, Penny, and Wade, for the time, effort, and thoughtful consideration they contributed to this negotiation session. We are also grateful to the entire Board for their willingness to conduct negotiations without an attorney. This decision was widely viewed by staff as a meaningful and positive shift that supported a more open, collaborative, and productive approach.

While this year was challenging at times and required all of us to navigate new approaches, it also represented an important step forward. As we continue working toward a more unified and cohesive group, this session stood out as the most constructive and effective we have experienced. The level of communication, mutual respect, and shared problem-solving demonstrated throughout reflected a significant improvement.

We sincerely appreciate the insight and perspective the Board's negotiators brought to the table, as well as their willingness to engage in thoughtful dialogue and commit time to working through complex issues together. These efforts played a key role in helping us work through several difficult topics and reach resolution on multiple items.

We look forward to building on this progress in the coming year as we continue refining our work and identifying opportunities for further improvement. We remain committed to working collaboratively and productively in support of the districts we serve. It is a privilege to do this work, and we are grateful to be moving forward in such a positive and constructive direction.

Thank you,

NESC Staff Negotiators

NORTHEAST EDUCATIONAL SERVICES COOPERATIVE

STATEMENT OF CASH RECEIPTS, DISBURSEMENTS, AND CASH BALANCES

	General Fund (10)	Special Education Fund (22)	Custodial Fund (71)	TOTAL ALL FUNDS
CASH BALANCE				
March 1, 2026	\$264,658.80	\$919,478.58	\$16,959.34	\$1,201,096.72

Receipts:

Local Sources:

1312 Center Base Tuition		\$141,883.47		\$141,883.47
1332 Extended School Year Tuition				\$0.00
1510 Interest	\$5.62	\$2,056.57		\$2,062.19
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	\$1,984.73	\$218,687.05		\$220,671.78
1990 Reading Recovery				\$0.00
1990 Reading Recovery-Other LEAs				\$0.00
1990 Miscellaneous			\$2,255.37	\$2,255.37
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		\$1,570.08		\$1,570.08
3900 Part B Funds				\$0.00
3900 ESA 1				\$0.00

Federal Sources:

4175 MTSS				\$0.00
4175 IDEA Part B 611		\$164,204.00		\$164,204.00
4175 IDEA Part B 611-Private				\$0.00
4186 IDEA Part B 619		\$5,418.00		\$5,418.00

Other Receipts:

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

Total Monthly Receipts	\$1,990.35	\$533,819.17	\$2,255.37	\$538,064.89
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Balance Frwd plus Revenue to date	\$266,649.15	\$1,453,297.75	\$19,214.71	\$1,739,161.61
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Manual Journal Entry				\$0.00
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Manual Journal Entry Revenue				\$0.00
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Less Salaries & Disbursements

Salaries	\$4,367.89	\$446,249.60		\$450,617.49
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Disbursements	\$12,199.68	\$45,271.31	\$3,475.23	\$60,946.22
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Less Total Salaries & Disbursements	\$16,567.57	\$491,520.91	\$3,475.23	\$511,563.71
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CASH BALANCE

March 31, 2026	\$250,081.58	\$961,776.84	\$15,739.48	\$1,227,597.90
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Balance Sheet

Clearing Account XX-101-002	\$0.00	\$0.00	\$0.00	\$0.00
Checking Account XX-101	\$5.17	\$614,149.33	\$15,739.48	\$629,893.98
Money Market Savings XX-105	\$250,076.41	\$247,849.56	\$0.00	\$497,925.97
Certificates of Deposit XX-106	\$0.00	\$94,777.95	\$0.00	\$94,777.95
Imprest XX-108	\$0.00	\$5,000.00	\$0.00	\$5,000.00
TOTALS	\$250,081.58	\$961,776.84	\$15,739.48	\$1,227,597.90

Cash & Balance Sheet difference	\$0.00	\$0.00	\$0.00	\$0.00
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Regular; Processing Month 03/2026; 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	5.62	171.42	52.74	153.58
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	23,816.59	1,984.73	17,862.57	75.00	5,954.02
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	327.73	0.00	(327.73)
10 1990 073	D&A POOL ASSESSMENTS	13,000.00	0.00	3,114.00	23.95	9,886.00
10 1990 200	EXPENSED MILEAGE FROM SPED	488,683.00	0.00	236,272.82	48.35	252,410.18
	Subtotal: LOCAL SOURCES	604,212.47	1,990.35	336,136.42	55.63	268,076.05
10 5130	SALE OF SURPLUS PROPERTY	0.00	0.00	7,983.25	0.00	(7,983.25)
10 5140	COMPENSATION FOR LOSS OF ASSET	0.00	0.00	12,641.00	0.00	(12,641.00)
	Subtotal: 5000	0.00	0.00	20,624.25	0.00	(20,624.25)
	Fund Total:	604,212.47	1,990.35	356,760.67	59.05	247,451.80

Regular; Processing Month 03/2026; Accounts to Include Accounts with
 Activity; Fund Number 10, 22

Fund: 22 SPECIAL EDUCATION FUND

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
22 1312	TUITION-CENTER BASE	1,066,141.12	141,883.47	944,057.93	88.55	122,083.19
22 1312 100	TUITION-ESY	120,000.00	0.00	115,683.36	96.40	4,316.64
22 1510	INTEREST	1,700.00	2,056.57	5,772.82	339.58	(4,072.82)
22 1990 003	SPED ASSESSMENTS	2,624,244.93	218,687.05	1,968,183.45	75.00	656,061.48
22 1990 018	MISCELLANEOUS	5,000.00	0.00	3,783.85	75.68	1,216.15
22 1990 019	SPECIAL PROJECTS INDIRECT COSTS	5,000.00	0.00	0.00	0.00	5,000.00
Subtotal: LOCAL SOURCES		3,822,086.05	362,627.09	3,037,481.41	79.47	784,604.64
22 3119 071	STATE GRANTS-IN-AID: ED.SPEC.	192,451.54	0.00	45,918.51	23.86	146,533.03
22 3900 013	STATE REVENUE: PART C FUNDS	40,000.00	1,570.08	18,745.05	46.86	21,254.95
22 3900 014	STATE REVENUE: PART B FUNDS	4,500.00	0.00	0.00	0.00	4,500.00
Subtotal: STATE SOURCES		236,951.54	1,570.08	64,663.56	27.29	172,287.98
22 4175 475	REGULAR IDEA PART B 611	2,165,650.00	164,204.00	1,161,983.00	53.66	1,003,667.00
22 4175 476	REGULAR IDEA PART B 611-PRIVATE SCHOOL	1,532.00	0.00	0.00	0.00	1,532.00
22 4186 486	REGULAR IDEA PART B 619	58,723.00	5,418.00	32,802.00	55.86	25,921.00
Subtotal: FEDERAL SOURCES		2,225,905.00	169,622.00	1,194,785.00	53.68	1,031,120.00
22 5110	OPERATING TRANSFER IN	75,000.00	0.00	0.00	0.00	75,000.00
Subtotal: 5000		75,000.00	0.00	0.00	0.00	75,000.00
Fund Total:		6,359,942.59	533,819.17	4,296,929.97	67.56	2,063,012.62

Revenue Summary Report

Processing Month: 03/2026

Regular; Processing Month 03/2026; 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:	6,964,155.06	535,809.52	4,653,690.64	66.82	2,310,464.42

Account Number	Account Description	BUDGET	CURRENT MO.EXP.	EXP.TO DATE	% OF BUDGET	BALANCE AT EOM
10	GENERAL FUND					
1111	READING RECOVERY	\$3,627.84	\$0.00	\$0.00	0.00	\$3,627.84
2219	OTHER IMPROVEMENTS-INSTRUCTION	\$74,760.04	\$1,127.13	\$3,381.39	4.52	\$71,378.65
2227	TECHNOLOGY SUPPORT	\$8,713.67	\$634.98	\$5,991.74	68.76	\$2,721.93
2319	BOARD OF EDUCATION SERVICES	\$16,434.00	\$230.33	\$13,569.63	82.57	\$2,864.37
2329	ADMINISTRATION	\$32,143.03	\$2,056.08	\$20,832.31	64.81	\$11,310.72
2529	ADMINISTRATION-FISCAL SERVICES	\$10,267.47	\$758.44	\$7,373.21	71.81	\$2,894.26
2542	OPERATION & MAINTENANCE BLDGS.	\$5,076.20	\$109.23	\$2,084.24	41.06	\$2,991.96
2545	VEHICLE SERVICE	\$440,190.22	\$10,705.38	\$284,432.93	64.62	\$155,757.29
2551	DRUG & ALCOHOL TESTING POOL	\$13,000.00	\$946.00	\$7,392.00	56.86	\$5,608.00
10	GENERAL FUND	\$604,212.47	\$16,567.57	\$345,057.45	57.11	\$259,155.02
22	SPECIAL EDUCATION FUND					
1221	EXTENDED SCHOOL YEAR	\$121,532.00	\$0.00	\$115,683.36	95.19	\$5,848.64
1223	CENTER BASE DAY PROGRAMS	\$1,066,141.12	\$101,218.44	\$757,955.02	71.09	\$308,186.10
1226	EARLY CHILDHOOD SERVICES	\$499,225.57	\$38,864.04	\$295,472.81	59.19	\$203,752.76
1227	PROLONGED ASSISTANCE PROGRAMS	\$0.00	\$0.00	\$3,046.34	0.00	(\$3,046.34)
2113	BEHAVIOR SPECIALIST	\$133,320.35	\$8,502.08	\$84,773.22	63.59	\$48,547.13
2142	PSYCHOLOGICAL SERVICES	\$1,190,535.29	\$87,272.81	\$680,563.21	57.16	\$509,972.08
2152	SPEECH PATHOLOGY SERVICES	\$1,548,430.12	\$126,238.12	\$955,947.43	61.74	\$592,482.69
2171	PHYSICAL THERAPY	\$367,097.62	\$24,637.41	\$245,599.21	66.90	\$121,498.41
2172	OCCUPATIONAL THERAPY	\$687,753.69	\$50,508.69	\$434,164.57	63.13	\$253,589.12
2213	PROFESSIONAL DEVELOPMENT/PRESERVICE&TCAP	\$2,500.00	\$0.00	\$0.00	0.00	\$2,500.00
2219	OTHER IMPROVEMENTS-INSTRUCTION	\$192,451.54	\$10,900.37	\$99,107.54	51.50	\$93,344.00
2227	TECHNOLOGY SUPPORT	\$100,207.21	\$7,307.11	\$69,069.05	68.93	\$31,138.16
2319	BOARD OF EDUCATION SERVICES	\$154,491.00	\$2,648.79	\$130,290.13	84.34	\$24,200.87
2329	ADMINISTRATION	\$369,644.83	\$23,644.94	\$239,571.99	64.81	\$130,072.84
2529	ADMINISTRATION-FISCAL SERVICES	\$118,075.95	\$8,721.78	\$84,789.84	71.81	\$33,286.11
2542	OPERATION & MAINTENANCE BLDGS.	\$58,536.30	\$1,256.16	\$23,969.23	40.95	\$34,567.07
22	SPECIAL EDUCATION FUND	\$6,609,942.59	\$491,720.74	\$4,220,002.95	63.84	\$2,389,939.64
	Grand Total:	\$7,214,155.06	\$508,288.31	\$4,565,060.40	63.28	\$2,649,094.66

Activity Fund Balance Report - Summary - Exclude Encumbrances
 03/2026 - 03/2026

Regular; Beginning Month 03/2026; Processing Month 03/2026; 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	0.00	0.00	0.00	0.00	0.00
71 430 800	IMPREST ACCOUNT	5,000.00	86.10	0.00	0.00	4,913.90
71 453	SANFORD FLEX	11,959.34	3,389.13	2,255.37	0.00	10,825.58
	Fund Total: 71	16,959.34	3,475.23	2,255.37	0.00	15,739.48

Northeast Educational Services Cooperative
Board of Directors Meeting
Monday, March 16, 2026

The Board of Directors for the Northeast Educational Services Cooperative (NESC) met in regular session on Monday, March 16, 2026 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 8:20 P.M.

Members Present

In-Person:

Alisha Nielsen, Castlewood; Lacey Ortberg, Clark; Shane Roth, DeSmet; Wade Gubrud, Deuel; Arend Schuurman, Elkton; Tara Abraham, Hamlin; Audrey Rider, Henry; Lisa Amdahl, Summit; Penny Thyen, Waverly/South Shore;

Zoom:

Megann Murphy, Arlington; Amy Otten, Deubrook; Chris Verhoek, Estelline; Jon Kahnke, Florence; Sterling Eschenbaum, Lake Preston; Carrie Schiernbeck, ORR; Diana LeClair, Rosholt; Jayme Trygstad, Sioux Valley; Nick Fosheim, Webster; Tia Felberg, Willow Lake; Jacque Cameron, Wilmot – entered at 7:43 P.M.

Absent:

Heather Landreth, Britton/Hecla; Skyman Redday, Enemy Swim Day School; Greg Bich, Iroquois; Cory Zirbel, Waubay

NESC Staff Representatives: Brenda Boyd (Z), Shelly Skogstad (Z), Stephanie Hayunga (Z), Melissa Gent (Z), Teresa Landmark (Z), Nicol Huyvaert (Z)

Member District Superintendents: Brian Sampson, Arlington (Z); Travis Ahrens, Clark; Todd Obele, Henry (Z)

NESC Administration: 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

Brian Sampson, Travis Ahrens, Todd Obele, Brenda Boyd, Shelly Skogstad, Stephanie Hayunga, Melissa Gent, Teresa Landmark and Nicol Huyvaert were introduced as guests.

Agenda Review, Changes, and Approval

Action #26-52 Motion by A. Nielsen, second by L. Amdahl, to approve the agenda with the following removals: 10c, 10d and 10e. All present voted, motion carried.

Public Comment

No public comment was presented.

Conflict of Interest

No conflicts of interest were presented.

Financial Report

Action #26-53 Motion by A. Rider, second by L. Ortberg, to approve the financial report for the period ending February 28, 2026. All present voted, motion carried.

	<u>General Fund</u>	<u>Special Education Fund</u>	<u>Agency Fund</u>
February 1, 2026	\$330,805.51	\$783,303.86	\$16,509.44
<u>Receipts:</u>			
Local Sources	\$1,987.80	\$358,721.31	\$2,284.07
State Sources		\$3,954.39	
Federal Sources		\$263,242.00	
Other	\$3,132.00		
<u>Total Monthly Receipts</u>	<u>\$5,119.80</u>	<u>\$625,917.70</u>	<u>\$2,284.07</u>
Balance Forward	\$335,925.31	\$1,409,221.56	\$18,793.51
Manual Journal Entries			
Less Salaries	\$4,377.34	\$442,245.11	
Less Disbursements	\$66,889.17	\$47,497.87	\$1,834.17
<u>Total Salaries & Disbursements</u>	<u>\$71,266.51</u>	<u>\$489,742.98</u>	<u>\$1,834.17</u>
Ending Cash Balance			
February 28, 2026	\$264,658.80	\$919,478.58	\$16,959.34

Consent Agenda

Action #26-54 Motion by W. Gubrud, second by A. Nielsen to approve the following items on the Consent Agenda: 7a) Approval of February 16, 2026 Board of Directors minutes; 7b) Approval of payment of March 2026 budget claims; 7c) Approval of Resignation – Amy Lindemann – Webster Pathways Teacher; 7d) Approval of Resignation – Lisa Reinhiller – RDA Coach; 7e) Approval of Resignation – Jody Gary – Educational Evaluator; 7f) Approval of Contract – Jody Gary - School Psychologist Intern – FY27 –. All present voting in favor, motion carried.

March 2026 Accounts Payable

General Fund: AXESS COOPERATIVE FLEET MAINT 61.35; BMO MASTERCARD PURCH SVCS, TRAVEL, PHONE, SPLS 27,233.36; BROOKINGS AUTO MALL FLEET MAINT 74.90; BYTESPEED, LLC TECH EQ 211.92; CENEX FLEETCARD FLEET MAINT 5,853.77; CENTURY BUSINESS PRODUCTS, INC COPIER MAINT CONTRACT 8.91; DUST TEX SERVICE, INC. FEB RUG USE 6.70; FRANKMAN MOTOR COMPANY FLEET MAINT 118.32; FRITZ CHEVROLET, INC FLEET MAINT 491.16; HAHLER AUTOMOTIVE FLEET MAINT 132.50; HAMLIN COUNTY FARMERS COOP FLEET MAINT 337.84; HARMS, JODI BACKGROUND CHECK 4.80; HEALTH EQUITY HSA/FLEX 6.12; KSB SCHOOL LAW SCHOOL MATTERS 50.40; MINERT & ASSOCIATES, INC DRUG TESTING 946.00; NESL PAYROLL MARCH 2026 4,367.89; ROB'S AUTO REPAIR FLEET MAINT 860.21; TIME MANAGEMENT SYSTEMS, INC TIME CLOCK 2.69; W.W. TIRE SERVICE FLEET MAINT 623.09; WAIKEL, ERIN BACKGROUND CHECK 4.80; WATERTOWN CURRENT LLC MINUTES 13.71; WEBSTER AUTO CARE FLEET MAINT 2,152.24

Fund Total: \$16,567.57

Special Education Fund: BMO MASTERCARD PURCH SVCS, TRAVEL, PHONE, SPLS 27,233.36; BYTESPEED, LLC TECH EQ 2,437.08; CASTLEWOOD SCHOOL DISTRICT FEB PLC USE FEE 1,874.44; CENTURY BUSINESS PRODUCTS, INC COPIER MAINT CONTRACT 102.41; DALY, ANGELA SLP CONTRACTED SERVICES 14,162.50; DUST TEX SERVICE, INC. FEB RUG USE 77.10; HAMLIN SCHOOL DISTRICT FEB PLC USE FEE 1,457.90; HARMS, JODI BACKGROUND CHECK 55.20; HEALTH EQUITY HSA/FLEX 70.38; KRINGEN, KELSEY OT REGIS 179.99; KSB SCHOOL LAW SCHOOL MATTERS 579.60; LAKE PRESTON SCHOOL DISTRICT FEB PLC USE FEE 624.81; LANDMARK, TERESA REIMB MI 164.15; PARENT FEB 2026 MI REIMB 144.72; NESL PAYROLL MARCH 2026 446,249.60; REINHILLER, LISA ED SPEC TRAVEL 88.00; TIME MANAGEMENT SYSTEMS, INC TIME CLOCK 165.18; WAIKEL, ERIN BACKGROUND CHECK 55.20; WATERTOWN CURRENT LLC MINUTES 157.63; WEBSTER SCHOOL DISTRICT FEB PLC USE FEE 1,457.90

Fund Total: \$491,520.91

Discussion Items

Assistant Director's Report

Assistant Director Frewing gave an update on ESY providers and contracts. He also shared he has been combining negotiated agreements for Units 1&2.

Director's Report

Director Nelson gave an update on the legislative session and staffing.

Board of Advisors Report

Director Nelson reviewed the BOA meeting minutes from March 4, 2026 meeting.

Assistant Director's Job Description

President Schuurman presented the second reading of the new assistant director job description.

FY27 NESC Monthly Insurance Allocation

Business Manager Stormo presented FY27 NESC monthly insurance allocation including health, dental and basic life renewal rates.

NESC Building Update

Director Anneke gave an update on topics related to the building.

Assistant Director's Job Description

President Schuurman presented the second reading of the new assistant director job description.

Moving From Two Negotiated Units to One

Director Anneke shared moving to one Unit will not occur for FY27.

Executive Session

Action #26-55 Pursuant to Negotiations – SDCL 1-25-2(4) Preparing for contract negotiations or negotiating with employees or employee representatives and Pursuant to – Personnel SDCL 1-25-2(1) Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee. Motion by L. Amdahl, second by J. Trygstad to enter executive session at 7:30 P.M. All present voting in favor, motion carried.

President Schuurman declared the board out of executive session at 8:16 P.M.

Action Items

Approval of FY27 NESC Monthly Insurance Allocation

Action #26-56 Motion by A. Rider, second by P. Thyen to approve FY27 NESC monthly insurance allocation. All present voting in favor, motion carried.

Adoption of NESC Assistant Director Job Description

Action #26-57 Motion by L. Ortberg, second by T. Abraham, to adopt assistant director job description. All present voting in favor, motion carried.

Adjournment

Action #26-58 With there being no further business, motion by A. Nielsen, second by S. Roth, 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, April 20, 2026 at 7:00 P.M.

Arend Schuurman, President

Tiffany Stormo, Business Manager

Northeast Educational Services Cooperative

APRIL 2026 INVOICES

GENERAL FUND - 10

AUTOMAXX CDJR, INC.	FLEET MAINT	79.37
AXESS COOPERATIVE	FLEET MAINT	171.05
BASS SANITATION INC.	JAN - MARCH GARBAGE	12.40
BROOKINGS AUTO MALL	FLEET MAINT	538.09
CENEX FLEETCARD	FLEET MAINT	7,060.49
CENTURY BUSINESS PRODUCTS, INC	COPIER MAINT CONTRACT	9.11
DUST TEX SERVICE, INC.	MARCH RUG USE	6.70
EMC INSURANCE	ADD VEH COV	133.12
FRANKMAN MOTOR COMPANY	FLEET MAINT	78.20
HAMLIN COUNTY FARMERS COOP	FLEET MAINT	387.05
HEALTH EQUITY	HSA/FLEX	5.34
HEYNER WELDING INC.	FLEET MAINT	62.51
KSB SCHOOL LAW	SCHOOL MATTERS	94.68
MILBANK FORD, INC	FLEET MAINT	89.36
MINERT & ASSOCIATES, INC	DRUG TESTING	918.00
NESC IMPREST	IMPREST	86.10
NESC PAYROLL	APRIL 2026	4,404.69
NESC SPECIAL REVENUE PROJECTS	FY26 3RD QTR EXP MI	534.45
PALMLUND AUTOMOTIVE	FLEET MAINT	274.77
PRAIRIE AG PARTNERS	FLEET MAINT	165.90
ROB'S AUTO REPAIR	FLEET MAINT	1,143.49
RON'S AUTO REPAIR	FLEET MAINT	572.57
SINNER AUTO	FLEET MAINT	78.06
STORMO, BEN	SNOW REMOVAL	105.60
SYMENS, SHANNON	BACKGROUND CHECK	4.00
TIME MANAGEMENT SYSTEMS, INC	TIME CLOCK	2.73
W.W. TIRE SERVICE	FLEET MAINT	668.64
WATERTOWN CURRENT LLC	MINUTES	6.32
WEBSTER AUTO CARE	FLEET MAINT	693.02
WEBSTER TIRE	FLEET MAINT	25.00
<u>GENERAL FUND TOTAL:</u>		<u>18,410.81</u>

SPECIAL EDUCATION FUND - 22

BASS SANITATION INC.	JAN - MARCH GARBAGE	142.60
BOSSE, JENNIFER	MI REIMB/ASHA DUES	274.12

CASTLEWOOD SCHOOL DISTRICT	MARCH PLC USE FEE	1,874.44
CENTURY BUSINESS PRODUCTS, INC	COPIER MAINT CONTRACT	104.80
DALY, ANGELA	SLP CONTRACTED SERVICES	11,715.00
DUBRO, ANGEL	REIMB MI	83.08
DUST TEX SERVICE, INC.	MARCH RUG USE	77.10
EMC INSURANCE	ADD VEH COV	1,530.88
HAMLIN SCHOOL DISTRICT	MARCH PLC USE FEE	1,562.03
HEALTH EQUITY	HSA/FLEX	61.46
KSB SCHOOL LAW	SCHOOL MATTERS	1,088.82
LAKE PRESTON SCHOOL DISTRICT	MARCH PLC USE FEE	624.81
PARENT	MARCH 2026 MI REIMB	168.84
MITCHELL TECHNICAL INSTITUTE	SLP REGIS	412.00
NELSON, ANNEKE	CELL REIMB	240.00
NESC PAYROLL	APRIL 2026	451,717.88
NESC SPECIAL REVENUE PROJECTS	FY26 3RD QTR EXP MI	133,627.02
REINHILLER, LISA	ED SPEC TRAVEL	54.00
STORMO, BEN	SNOW REMOVAL	1,214.40
SYMENS, SHANNON	BACKGROUND CHECK	46.00
TIME MANAGEMENT SYSTEMS, INC	TIME CLOCK	168.02
WAIKEL, ERIN	REIMB MI	36.00
WATERTOWN CURRENT LLC	MINUTES	72.72
WEBSTER SCHOOL DISTRICT	MARCH PLC USE FEE	1,457.90
<u>SPECIAL EDUCATION FUND TOTAL:</u>		<u>608,353.92</u>
<u>APRIL 2026 INVOICES TOTAL:</u>		<u>626,764.73</u>

Northeast Educational Services Cooperative

APRIL 2026 BMO INVOICES

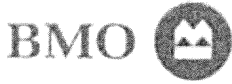
GENERAL FUND - 10

INDEED, INC	EMPLOY AD	134.24
INNOVATIVE OFFICE SOLUTIONS	O&M SUPP	8.26
ITC TELECOM	MARCH PHONE SERVICE	33.85
OTTERTAIL POWER CO.	ELEC	16.00
PC SALES	TECH SUPP	3.84
PDF PRO SOFTWARE INC	TECH SUPP	17.76
VERIZON WIRELESS	MARCH CELL SERVICE	12.50
<u>GENERAL FUND TOTAL:</u>		<u>226.45</u>

SPECIAL EDUCATION FUND - 22

AMAZON	PLC SUPP	226.62
AMERICAN OCCUPATIONAL THERAPY	N.H. DUES	234.00
CURRICULUM ASSOCIATES INC.	EC SUPP	48.75
HARKLA	OT SUPP	180.00
HOLIDAY INN EXPRESS FT.PIERRE	B.B. ED SPEC TRAVEL	224.00
INDEED, INC	EMPLOY AD	1,543.79
INNOVATIVE OFFICE SOLUTIONS	O&M SUPP	94.93
ITC TELECOM	MARCH PHONE SERVICE	389.32
MARSHALL CO. HEALTHCARE CENTER	PT/OT SUPP	8,000.28
OTTERTAIL POWER CO.	ELEC	183.95
PC SALES	TECH SUPP	44.16
PDF PRO SOFTWARE INC	TECH SUPP	204.24
PEARSON EDUCATION	PSYCH SUPP	2,800.32
RIVERSIDE INSIGHTS	EC SUPP	1,959.56
SANFORD WEBSTER MEDICAL CENTER	OT SERVICES	9,342.96
VERIZON WIRELESS	MARCH CELL SERVICE	223.73
WESTERN PSYCHOLOGICAL SERVICES	OT SUPP	2,127.50
<u>SPECIAL EDUCATION FUND TOTAL:</u>		<u>27,828.11</u>

APRIL 2026 BMO INVOICES TOTAL:28,054.56



INVOICE

April 05, 2026

Northeast Educational
310 5th Street
Hayti, SD 57241

ATTN:

Invoice Number: 0703531-2604

Invoice Amount: \$ 28,054.56

This invoice amount represents the total balances of all Corporate Card accounts for the billing period ending April 05, 2026.

Your payment is due **May 02, 2026**.

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

BMO Accounts	Diners Club Accounts
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:

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

Thank you for your continued business.



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

Northeast Educational
310 5th Street
Hayti, SD 57241

Invoice Number: 0703531-2604
Amount Paid: \$ 28,054.56
Payment Due Date: May 02, 2026

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 03/06/2026 to 04/05/2026

Mapped Cards

Billing Account 032312

Posting Date	Tran Date	Account	Supplier	Amount
03/26/2026	03/26/2026	XXXX-XXXX-XXXX-2312	Payment - Automatic Pymt Received	-21,655.37
			Debit Total USD	0.00
			Credit Total USD	-21,655.37
			Total USD	-21,655.37

Boyd Brenda

Posting Date	Tran Date	Account	Supplier	Amount
03/13/2026	03/12/2026	XXXX-XXXX-XXXX-9401	Pcsalesonline.Com	48.00
03/26/2026	03/24/2026	XXXX-XXXX-XXXX-9401	Holiday Inn Exp Ft Pie	112.00
			Debit Total USD	160.00
			Credit Total USD	0.00
			Total USD	160.00

Reinhiller Lisa

Posting Date	Tran Date	Account	Supplier	Amount
03/26/2026	03/24/2026	XXXX-XXXX-XXXX-1409	Holiday Inn Exp Ft Pie	112.00
			Debit Total USD	112.00
			Credit Total USD	0.00
			Total USD	112.00

Admin Nesc

Posting Date	Tran Date	Account	Supplier	Amount
04/01/2026	03/31/2026	XXXX-XXXX-XXXX-7540	Innovative Office Solu	103.19
			Debit Total USD	103.19
			Credit Total USD	0.00
			Total USD	103.19

Stormo Tiffany

Posting Date	Tran Date	Account	Supplier	Amount
			Debit Total USD	27,679.37
			Credit Total USD	0.00
			Total USD	27,679.37

Posting Date	Tran Date	Account	Supplier	Amount	
03/06/2026	03/05/2026	XXXX-XXXX-XXXX-8109	Aota	234.00	?
03/06/2026	03/05/2026	XXXX-XXXX-XXXX-8109	Riverside Insights	1,959.56	?
03/09/2026	03/06/2026	XXXX-XXXX-XXXX-8109	Curric Asso	48.75	?
03/09/2026	03/06/2026	XXXX-XXXX-XXXX-8109	Interstate Telecommuni	423.17	?
03/09/2026	03/06/2026	XXXX-XXXX-XXXX-8109	Wps Publish	443.30	?
03/09/2026	03/06/2026	XXXX-XXXX-XXXX-8109	Sanford Online Bill Pa	9,342.96	?
03/09/2026	03/07/2026	XXXX-XXXX-XXXX-8109	Vzwrlls My Vz Vb P	236.23	?
03/11/2026	03/10/2026	XXXX-XXXX-XXXX-8109	Amazon Mktpl Bd4ol0302	46.99	?
03/11/2026	03/10/2026	XXXX-XXXX-XXXX-8109	Wps Publish	200.00	?
03/11/2026	03/11/2026	XXXX-XXXX-XXXX-8109	Amazon Mktpl Bp1ex7m01	56.99	?
03/13/2026	03/12/2026	XXXX-XXXX-XXXX-8109	Pdfpro.Com	222.00	?
03/17/2026	03/16/2026	XXXX-XXXX-XXXX-8109	Amazon Mktpl Bp50m0s40	122.64	?
03/18/2026	03/17/2026	XXXX-XXXX-XXXX-8109	Otter Tail Power Compa	199.95	?
03/18/2026	03/17/2026	XXXX-XXXX-XXXX-8109	Wps Publish	784.60	?
03/19/2026	03/19/2026	XXXX-XXXX-XXXX-8109	Awl Pearson Education	1,315.02	?
03/20/2026	03/19/2026	XXXX-XXXX-XXXX-8109	Marshall County Health	8,000.28	?
03/24/2026	03/24/2026	XXXX-XXXX-XXXX-8109	Awl Pearson Education	239.00	?
03/26/2026	03/25/2026	XXXX-XXXX-XXXX-8109	Sp Harkla	180.00	?
03/26/2026	03/25/2026	XXXX-XXXX-XXXX-8109	Wps Publish	699.60	?
04/03/2026	04/02/2026	XXXX-XXXX-XXXX-8109	Awl Pearson Education	610.00	?
04/03/2026	04/02/2026	XXXX-XXXX-XXXX-8109	Awl Pearson Education	636.30	?
04/03/2026	04/02/2026	XXXX-XXXX-XXXX-8109	Indeed Usi26-02627831	1,678.03	?
			Debit Total USD	27,679.37	
			Credit Total USD	0.00	
			Total USD	27,679.37	

NORTHEAST EDUCATIONAL SERVICES COOPERATIVE

UNIT 1

Negotiated Agreement

2026-2027

**Occupational Therapists
Certified Occupational Therapy Assistants
Physical Therapists
Physical Therapy Assistants
School Psychologists
School Psychological Examiners**

Anneke Nelson, Director

Bre Schwandt, Assistant Director

Hunter Lee, Business Manager

ARTICLE I

PREAMBLE AND RECOGNITION OF BARGAINING UNIT

This contract is entered into this 20th day of April, 2026, between Occupational Therapists, Certified Occupational Therapy Assistants, Physical Therapists, Physical Therapy Assistants, School Psychologists, School Psychological Examiners, herein called "Unit 1", and the Board of Directors of the Northeast Educational Services Cooperative, herein called the "Board" and its successor boards.

- A. Each of the respective parties' rights, privileges, and duties shall be in accordance with applicable state and federal laws, unless addressed and modified within this agreement. For rights and protection, refer to SDCL 3-18.
- B. Statutory Savings Clause:
Nothing contained herein shall be construed to deny or restrict the rights afforded any employee under the laws of South Dakota, any other applicable laws, the Constitution of South Dakota or the Constitution of the United States. The rights, duties, and privileges granted to the parties to this agreement shall be deemed in addition to and in conjunction with those provided by law.
- C. Whenever any employee is required to appear before the Board of Directors or its designee for any reason, the

employee shall be notified in advance of the reasons for such meeting, and shall be entitled to representation of his/her choice at such meeting. If the employee has an objection to the board's request, they can follow the adopted grievance policy.

**ARTICLE II
EMPLOYMENT AND ASSIGNMENT**

A. Employees will receive contract wages in twelve (12) monthly payments. All payroll deductions will be spread over and confined to the payment period. In the event an employee wishes to be paid in less than twelve (12) monthly payments, that person will give such a request to the Business Manager in writing before the March Board of Directors meeting. If granted, deductions will be recalculated and withheld from checks over the remaining payment periods. Requests will be granted on a case-by-case basis. If an employee receives early payment due to this request, then that employee's benefits will discontinue in the month the final payment occurs.

B. The following language shall be made a part of the contract entered into between the employee and the Board:

On the breach of the terms of this employment contract, the employee shall pay to the Board a sum to be set by this scale:

In the event a release is requested:

Date contract is approved by the Board of Directors to June 15	\$1,000.00
Between June 16 and June 30	\$3,000.00
Between July 1 and any time thereafter	\$5,000.00

This sum is paid to compensate for injury by reason of such breach, it being impossible to ascertain or estimate the entire or exact cost, and such sum is agreed on as compensation for the injury suffered, and not as a penalty.

C. The Director, on behalf of the Board of Directors, reserves the right to change assignment, if necessary, after contracts are signed. The employee will be consulted regarding such a change.

D. Effective July 1, 2014, the salary for new hires will be determined by using the following guidelines:

1. Salary will be determined on years of actual full-time equivalency experience (rounded to the nearest whole number), professional degree, and qualifications. Non-educational experience may not be recognized fully. To receive credit for experience, new hires will need to complete and submit verification of employment form(s).
2. No new hire will be given a salary higher than that of a current employee with the same number of years of experience, professional degree, and qualifications.
3. After the first year of employment, an additional \$1,000 per increment for 1.0 FTE employees will be added to the current salary for credits earned under the following conditions:
 - a. Increments will be in +15, +30, +degree, and +degree+15.
 - b. Credits must be approved by the NESC Administration.
 - c. NESC Administration must be notified before July 1st.
 - d. All credits must be university-transcript graduate credits and related to the field of education.
 - e. For employees with less than 1.0 FTE, the amount will be prorated accordingly.
4. After employees receive a new credential (e.g. a special education teacher achieving BCBA, a master's level SLP achieving CCC-SLP, or a psych examiner achieving school psychologist), the salary for their next contract will be readjusted according to the guidelines established in Article II, Section D, Subsections 1 and 2.
5. Current employees' salaries that may be inconsistent due to similar years of experience may be reconciled through negotiations.
6. The Board of Directors reserves the right to utilize other means for the recruitment of new hires.

E. All employees shall be given written notice of any material and significant change in the contract for the forthcoming year.

- F. An employee who administers the ADOS-2 in a district for which they are not currently assigned will be compensated \$100 per administration.
- G. Employees who accept a request to mentor another NESC employee will receive a \$1,000 stipend per year of mentorship. Supervising school psychologists will receive \$1,000 per psychological examiner and \$2,000 per intern. The amount will be prorated if the mentorship or supervision is less than a school year.
- H. Employees must cover their own ESY (Extended School Year) assignments. However, if cost-effective coverage can be secured, NESC Administration may excuse an individual from ESY services. Cost-effective coverage can be defined in three ways:
 - 1. If another provider can be secured whose residence would not create more than 15 miles of additional travel (one way) as compared to the originally assigned employee
 - 2. If another provider can be secured whose residence is no more than 60 miles from the work site.
 - 3. NESC administration could consider options where the provider's hourly rate and mileage are equal to or less than the cost of the original provider
 Employees will not be required to serve B-3 students unless they qualify under prolonged assistance.
- I. Any employee certified by the Behavior Analyst Certification Board as a Board-Certified Behavior Analyst will be compensated an additional \$5,000.00 annually (prorated by the employee's FTE).
- J. Any Pathways teacher who coaches Special Olympics may receive up to 5 additional contract days, paid at that employee's daily rate.
- K. Employees who provide substitute coverage for more than two weeks will be compensated at a rate of \$25 per hour. Travel time may be compensated if an employee is working during a non-contract day or if the travel is atypical for the employee's assignment and/or outside of the employee's typical work-day. Employees will submit a timesheet documenting the hours worked. A Substitute coverage plan and an estimate of substitute hours will be approved by the Director before the coverage begins.

**ARTICLE III
WORK SCHEDULE AND PROFESSIONAL RESPONSIBILITIES**

A. Definitions

The base location shall be defined as the NESC member school nearest to the employee's residence, regardless of whether that school is an assigned work site for the employee.

B. Minimum Time on Site

1. Beginning Time on Site

When the work day begins at the base location, employees must be present by 8:30 AM. When the work day begins at other work sites, employees do not have to leave their residences any earlier than would have been necessary to arrive at the base location by 8:30 AM.

2. Ending Time on Site

Employees must remain at their base location until 3:00 P.M. When the work day ends at other work sites, employees may leave at a time allowing them to be home by the same time they would have returned if they had been traveling home from the base location. On school days ending early due to holiday or vacation, the day shall end when pupils are dismissed and daily obligations are completed.

This section establishes the minimum time on site for employees. However, there will be numerous occasions when employees have to spend more than the minimum time on site in order to satisfy their professional obligations. For typical work days, it is assumed that there will be other duties that consume employees' time, exceeding this minimal time. This section controls only the time required on-site for its own sake.

Pathways teachers or other cases where an employee is responsible for the direct supervision of a student outside of the expected time on-site, must be at their work locations for the length of the school day when school is in session.

Alternative workday schedules may be submitted to the NESC administration. Such requests must occur at the beginning of each school year (unless there are extenuating circumstances) and must receive approval by NESC administration.

This section does not change the rules for submitting leave. With respect to leave, one day is eight hours, and half a day is four hours.

C. Professional Obligations

Employees must complete all daily professional obligations. This includes (but is not limited to) the provision of therapy, conducting evaluations, consulting with colleagues, attending meetings, writing reports, responding to e-mail, and completing required paperwork.

Employees are not required to participate in meetings earlier than 7:30 AM. or later than 5:00 P.M.

D. Planning and/or office time:

Pathways Teachers will receive eighty (80) minutes per week. Early Childhood Special Education Teachers, Speech Therapists, Speech Therapy Assistants, Occupational Therapists, Certified Occupational Therapy Assistants, Physical Therapists and Physical Therapy Assistants will receive 150 minutes per week. School Psychologists/ Psychological Examiners will receive one (1) office day per week. This may occur outside of the minimum time expected on-site. Planning time for less than a 1.0 FTE employee will be prorated accordingly.

E. Additional Work Days

Days worked beyond the number of days specified in the employee's contract will be paid at a per day rate. This rate will be calculated by dividing the salary specified in the contract by the number of days specified in the contract. Days worked beyond those specified in the contract require a contract amendment approved by the NESC Board of Directors.

F. Working Remotely

This section does not apply to ESY services (if applicable).

Days worked from remotely or at other non-standard work sites cannot apply toward contracted work days with the prior approval of NESC Director or employee's department supervisor.

H. Weather Cancellations

Employees are not required to make up hours or days missed due to school district weather cancellations. However, if any assigned districts add student days to their school calendar to make up for weather cancellations, providers must make up those extra days as needed, for no extra pay, according to the weekly schedule already established, even if exceeding their annual work calendar.

If schools are in session and students are available for services, then direct service providers are needed.

ARTICLE IV NON-WORK DAYS

A. Continuing employees will submit a calendar identifying contract service days and also the holidays they will be observing by June 1. New employees will submit a calendar within one week of their first day of employment. Calendar changes need the approval of NESC administration. In order for employees to accurately work on approved calendar days, calendar approvals will be made known to NESC employees by July 1 for continuing employees or within two weeks of new employees submitting a calendar.

B. Non-work days recognized by the NESC Board will not count toward the number of contracted service days, unless approved by the NESC director or the employee's department supervisor.

C. NESC employees will follow the NESC Board-approved calendar for non-work days. Employees will have two floating

spring break days.

ARTICLE V LEAVE AND ABSENCES

- A. All staff members employed by the Northeast Educational Services Cooperative (NESC) shall be allowed ten (10) days of sick leave of absence. For employees who are less than full-time equivalent (FTE), the number of days will be prorated accordingly. When reporting sick leave days, employees must submit for 8 hours of leave when absent for a full day. If an employee is claiming sick leave of more than five consecutive days, he/she may be required to provide the Director or Business Manager or the Cooperative Board a physician's statement verifying illness.
- B. Employees who find it necessary to be absent from school for any reason should notify the NESC office in writing, via email or text as soon as possible after it becomes known that they will be absent and also inform the relevant district staff members and individuals who need to be notified, including parents/guardians and/or daycare providers.
- C. Sick leave may be accumulated up to sixty-five (65) days. The maximum amount of accumulated leave will be prorated for employees who are less than 1.0 FTE. Sick leave may be used for the sickness of the employee and/or immediate family, defined as anyone living in the immediate household or someone under guardianship. Up to seven sick leave days will be allowed for sickness of other family to include father, mother, father-in-law, mother-in-law, grandparent, grandchild, and sibling. Absence from duties because of sickness shall be deducted from the accumulated sick leave, regardless of whether a substitute teacher is hired.

Pregnancy that prevents an employee from performing their duties, as well as any disability following delivery or the end of pregnancy, will be treated as a personal illness. Employees may use up to eight (8) weeks of their accumulated sick leave as paid leave following delivery. If an employee does not have enough sick leave, they may request additional days from the sick leave bank pursuant to Article V, Section E, Subsection 1. Any remaining leave for which the An employee may be eligible to be taken under the Family and Medical Leave Act (FMLA).

If an employee adopts a child, he or she may use up to six (6) calendar weeks of accumulated sick leave to prepare for and welcome the child into the home. If the employee does not have enough sick leave, additional days may be requested from the sick leave bank under Article V, Section E, Subsection 1. Employees who qualify under the Family and Medical Leave Act (FMLA) may take up to six (6) additional weeks of unpaid leave.

D. 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 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.

- E. The Sick Leave Bank shall be administered by the Northeast Educational Services Cooperative Director, Business Manager, one representative from Unit 1, one representative from Unit 2 and a third representative elected at-large from Units 1 or 2. The Sick Leave Bank can be accessed only after a member has used all of their accumulated sick and personal leave. The NESC Director/Business Manager shall make available a report of sick leave usage and balance to the sick leave committee in September and February.
 - 1. Employees may draw from the Sick Leave Bank for up to ten (10) days or their total accumulated leave days, whichever is greater, with a maximum of forty (40) days per year, per individual. Leave granted from the Sick Leave Bank may be used solely for the illness of the employee, the employee's spouse, or dependents.
 - 2. Employees must notify NESC Administration on or before September 15th or 30 days after their hire date, whether they wish to participate in the sick leave bank. Employees who choose not to participate any year of their employment with NESC relinquish all participation rights to the current year's bank as well as in the future, unless there is a break in employment.

On July 1, if the sick leave bank has 350 or more days in it, only new employees hired for the upcoming school year will be required to donate a day or their prorated FTE in order to opt in. However, if the sick leave bank is depleted to fewer than 350 days as of July 1, all employees choosing to continue to participate in the sick leave bank must donate a day or their prorated FTE.

3. In the event that the Sick Leave Bank is depleted during the year, participating employees will have the option to contribute additional days. An employee who does not contribute additional days will not be allowed to access the sick leave bank for the current year if the need arises. This employee will still be allowed to contribute and use the bank the following year.
4. Access to the sick leave bank will not be available to employees receiving worker's compensation benefits.
5. Days afforded an employee under the Sick Leave Bank will be prorated according to the employees' full-time equivalency for the school year in which the request is made.
6. The Cooperative will provide a report by September 30th of each year stating how many days are available in the sick leave bank.
7. This sick leave bank is shared between employees of Unit 1 and Unit 2, administration, and office staff.

F. Personal Leave:

For employees with a 194-day or less contract:

Employees will be allowed two days of personal leave per year with pay.

For employees with a 195-day or more contract:

Employees will be allowed three days of personal leave per year with pay.

For the 2026-2027 contract, Occupational Therapists and Certified Occupational Therapy Assistants will be exempted from the 195-day requirement and will have three days of personal leave.

After 5 years of consecutive service, employees will be allowed an additional one day of personal leave per year with pay.

After 10 years of consecutive service, employees will receive two additional paid personal days per year – one earned at the 5-year mark and one additional day earned at the 10-year mark.

Personal leave can accumulate up to five days with pay per year.

Personal leave exceeding five days as of July 1 will be paid to the employee at the rate of \$100 per day. Payment will be made in September and will only be payable to employees employed as of September 1.

Personal leave may only be used in a maximum increment of five consecutive days. For employees who are less than full-time equivalent (FTE), the maximum amount of paid personal leave days will be prorated accordingly.

Personal leave must be approved by the Director/Assistant Director. Personal leave should be requested at least one week in advance unless emergency circumstances exist.

- G. Professional Leave: Employees requesting professional leave shall submit their request to the Director/Assistant Director. 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.
- H. Any employee called for jury duty during the assigned day or who is subpoenaed to testify in a hearing during the assigned day in a matter in which the employee 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 and or compensation, excluding mileage, meals, and lodging received for jury duty or the designated subpoena absence shall be reimbursed to NESAC by the employee. Such employees shall notify the Director as soon as practical for the necessity for taking jury leave.

- I. Bereavement: Employees covered under this contract shall be allowed five days per occurrence for the death of a family member: parent, step-parent, child, step-child, wife, husband, brother, sister, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, grandparents, or any member of the employee's household. Up to two days per contract year shall be allowed to attend funerals of close friends or relatives not covered by the above language.
- J. 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 VI EMPLOYEE BENEFITS

- A. NESC will provide a monthly insurance allocation to full-time employees equal to the cost of single health insurance at the \$2,000 deductible, single dental coverage, and basic life insurance. This allocation can be used towards the purchase of NESC's group health and/or dental insurance. Costs beyond this amount will come at employee's expense. Any monthly benefit that is not used for the above expenses will be forfeited and cannot be used at a later date.

For those employees who elect to move to the Health Savings Account (HSA) option - \$3,400 deductible plan, the board will contribute the cost difference between this plan and the \$2,000 deductible plan to the employee's HSA. This equals to \$54.90 per month. For employees who are employed less than full-time, this amount will be prorated according to the employee's FTE.

Anyone working less than a full-time equivalency will receive a pro rata amount that is equal to the percentage basis of their employment agreement. Employees with less than .75 FTE are not eligible to participate in the group health insurance. Employees who are less than a .40 FTE are not eligible to participate in the basic life insurance or supplemental life insurance. However, they are still eligible for the group dental insurance.

NESC does not allow a staff person to receive monetary compensation in lieu of using the health and/or dental insurance benefit.

- B. Any administrative fees charged by the plan administrator to administer the flexible spending plan for unreimbursed medical expenses, dependent day care expenses, and employer-sponsored premiums will be covered by NESC.
- C. Employee benefits offered by NESC include group health insurance, group dental insurance, South Dakota Retirement, South Dakota Supplemental Retirement Plan, tax-sheltered annuities, life insurance, NESC flex plan, and HSA.
- D. An employee with 20 years of consecutive service who retires at the end of the current contract year will be reimbursed up to 65 days of unused sick leave at \$50 per day.
- E. Employees will receive a \$150 per year cell phone stipend.

ARTICLE VII TRAVEL AND TRANSPORTATION

- A. NESC administration will assign cooperative vehicles on a case-by-case basis based on what is most economical and efficient for the cooperative. In addition, NESC administration will assign each cooperative vehicle a base location (employees' home, NESC office in Hayti, member school district, etc.) that is most economical and efficient for the cooperative. The base location is where the cooperative vehicle will be parked overnight. If the residency of a staff member changes after the base location has been assigned, the administration reserves the right not to reassign a new base location. Staff hired to transport pathways students on a daily basis will automatically be assigned a Cooperative vehicle. When cooperative vehicles are in need of repair, the involved staff will use any available NESC spare vehicle. If a spare vehicle is not available, staff will use their personal vehicles until the repairs are completed, and will be reimbursed for mileage at the approved NESC travel rate for all work-related miles driven. If staff choose to use their personal vehicle when a cooperative or school vehicle is available, no mileage will be provided.

It will be the employees' responsibility to pick up and return their assigned Cooperative vehicle to the NESC Administrative Building at the beginning and end of each school year. With the permission of NESC Administration, employees may be allowed to keep their vehicles at their home locations over the summer months. If an employee is allowed to keep their vehicle at their home location during the summer months, it will be the employee's responsibility to coordinate the summer safety check with NESC Administration to ensure the check is completed on the NESC

vehicle. No mileage or time reimbursement will be allowed to employees to pick up, return, or have the summer safety check completed.

For all other NESC required travel, and if a NESC or school vehicle is available, but the employee desires to drive a personal motor vehicle, no mileage reimbursement will be provided.

Staff members, excluding ESY providers, who are not assigned a vehicle will receive the approved NESC travel rate for all commuting miles traveled except the beginning ten (10) and the ending (10) miles per day. However, no staff member shall receive mileage for more than 100 miles per day except at the discretion of the NESC Director as circumstances may require. Home and/or other location service sites, based on mileage from the child's attendance center to designated service location, out-of-district visits, and meetings will be paid the approved NESC travel rate round-trip and will be exempt from the ten-mile beginning and ten-mile ending rule and do not count toward the 100 miles per day maximum mileage reimbursement. The Board of Directors reserves the right to assign a Cooperative-owned vehicle, at the discretion of the Cooperative Director, in lieu of mileage compensation.

Employees who are assigned two or more schools will be reimbursed full round-trip mileage for miles traveled.

NESC Staff will not be required to transport students in their personal vehicles

B. Travel Expense Reimbursement

For overnight trips only, meal reimbursement is allowable at the adopted NESC travel rate as follows.

	When Leaving Before	When Returning After
Breakfast	5:31 a.m.	7:59 a.m.
Lunch	11:31 a.m.	12:59 p.m.
Dinner	5:31 p.m.	7:59 p.m.

An employee will not be reimbursed for any meal that has already been provided to them. Instances of this include, but are not limited to, meals that are a part of conference registration fees or hotel charges (continental breakfast). Meals will not be reimbursed for day trips.

Employees can submit for meal reimbursements AFTER they are incurred. At that point there will be knowledge of what meals were provided and what meals are allowable for reimbursement.

**ARTICLE VIII
PROFESSIONAL DEVELOPMENT**

A. Advanced Study

Requests for advanced study funds must be made to NESC's Director. Any applications will be considered on their individual merit and shall be approved at administrative discretion. For coursework related reimbursement or compensation, employees must submit an official transcript with the name of the course and the grade earned before NESC will disburse funds. Reimbursement is contingent upon the employee receiving a 3.0 grade (if applicable) and continuing employment with NESC for at least two additional school years. Employees who do not continue working at least two additional school years must repay any advanced study funds given during the previous two school years. This repayment must occur prior to the issuance of the employee's final paycheck.

Units 1 and 2 share these advanced study funds.

To ensure equitable distribution among Unit 1 and 2 employees, the disbursements may have to be prorated.

1. Graduate Coursework Fund

The Northeast Educational Services Cooperative will provide up to \$5,000.00 for employees in Units 1 and 2 toward graduate coursework. These funds will be distributed on a first come, first serve basis. Staff persons can make an application for up to three (3) hours of graduate credit in their assigned or related field for a maximum of \$500 per employee. If this fund is not depleted on June 1, an employee may submit a second request for an additional \$500 for a second 3 credit course.

2. Certification Fund

The Northeast Educational Services Cooperative will provide up to \$1,000.00 per person, up to an annual maximum of \$3,000, for both Units 1 and 2 toward a certification fund. These funds will be used to assist staff with tuition cost for graduate courses in staff assignment areas to meet South Dakota certification requirements. The purpose of this fund is to meet endorsement requirements in work areas assigned by NESC. Staff members should request certification funds by October 1.

3. Professional Supervision Fund

The Northeast Educational Services Cooperative will provide up to \$5,000 for both Units 1 and 2 for employees who require professional supervision in order to complete licensure or an advanced degree. NESC will reimburse the employee up to 50% of the cost for that supervision. NESC's Director must be notified of the employee's intent to request these funds as soon as practicable toward the beginning of the supervisory period. The Director may request proof of costs. Professional supervision funds will be disbursed in June. Reimbursement for professional supervision is contingent upon satisfactory completion of the supervision requirements.

- B. NESC will reimburse eligible employees for membership dues to the following associations:
- American Speech Language Hearing Association (ASHA) – Master's + C's speech language pathologists.
 - National Association of School Psychologists (NASP) – school psychologists and psychological examiners
 - American Physical Therapy Association (APTA) – physical therapists; and
 - American Occupational Therapy Association (AOTA) – occupational therapists.

Reimbursement will be prorated as per the employee's full time equivalency.

ARTICLE IX EVALUATION POLICY

NESC will follow SDCL concerning evaluation of all staff.

ARTICLE X TERMINATION AND NON-RENEWAL OF EMPLOYEES

(This policy only applies to individuals who are required to be certified with the South Dakota Department of Education. Individuals who are not required to be certified with the Department of Education do not have any rights under Article IX-Termination and Non-renewal of Employees.)

- A. All employees will be terminated or non-renewed pursuant to South Dakota law.
- B. Staff reduction: In the event the Northeast Educational Services Cooperative Director determines that a staff reduction is necessary, the following procedures will be observed in the order listed.
1. An effort shall be made to effect the reduction through normal attrition.
 2. Positions held by persons with less than full certification for their current assignment (defined as holder of Authority to Act as a Substitute or Limited Certificate) shall be deemed open if the position is desired, as set forth, by an employee who has been notified their position has been reduced.
 3. In the event that an employee's position is terminated due to staff reduction the Board of Directors or its designee will determine which employee or employees are to be released using the following criteria, if applicable--not necessarily in order of priority, any of which may be used in determining which professional staff will be affected by staff reduction.
 - a. Student needs.
 - b. Certification/Qualifications
 - c. Additional (training) preparations in the identified area should be considered.
 - d. Experience in this or similar positions.
 - e. Evaluation Records

ARTICLE XI GRIEVANCE

A. Definition:

1. Grievance is a complaint by a person or group of persons employed by the Northeast Educational Services Cooperative made either individually or by a duly authorized and recognized employee association through its representative. The grievance states there has been a violation, misinterpretation, or inequitable application of any existing agreement, contract, policy, rule or regulation of the Cooperative Board. Negotiations for, or a disagreement over a non-existing agreement, contract, policy rule or regulation is not a "grievance."
2. An "aggrieved person" is the person or group of persons filing the grievance.
3. "Board" means the Northeast Educational Services Cooperative Board of Directors.
4. "Days" shall mean business days unless otherwise specified.
5. Sample forms for this policy can be found in the appendix of this document.

B. Purpose:

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the grievance which may from time to time arise between employees and the Cooperative and to facilitate this purpose, these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted is not inconsistent with the terms of any settlement with the employee association then in effect. The employee or the administrator involved in the grievance may be represented by a representative at such an informal discussion only by the mutual consent of the employee and the appropriate member of the administration.

C. Procedure:

1. It is important the grievances be processed as rapidly as possible. The number of days indicated at each level shall be the maximum and every effort should be made to expedite the process.
2. If appropriate action is not taken by the employee within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified herein may be extended by the mutual agreement, provided the time extension is requested within the time limits provided in the Article.
3. If an employee does not file a grievance in writing with the Cooperative Director within twenty 20 days after the employee knew, or should have known, of this act or condition on which the grievance is based, the grievance shall be considered as having been waived.
4. In order to affect a rapid grievance process, minutes from all NESC board meetings shall be made available to NESC employees within ten business days.
5. All grievances need to start at Level One-Cooperative Director.

D. Informal Procedures:

If an employee feels he/she has a grievance, he/she shall first discuss the matter with the Cooperative Director in an effort to resolve the problem.

E. Formal Procedure:

Level One - Cooperative Director

1. If an aggrieved person is not satisfied with the disposition of his/her problems through informal procedures, he/she will submit his/her grievance in writing.
2. A signed copy of this written grievance shall be given to the Cooperative Director.

3. The Director, within five (5) days upon receipt of the grievance shall render his decision in writing to the aggrieved person.

Level Two - Board of Directors

1. If the grievance is heard at Level One and if the aggrieved person or the Board is not satisfied with disposition of the grievance at Level One, or if no written decision has been rendered within five (5) days, he/she will within five (5) days thereafter, resubmit the grievance to the Board of Directors. A signed copy of this written grievance shall be given by the employee to the Cooperative Director and NESC Board of Directors' Chairperson.
2. At its next meeting, or at a time mutually agreed upon by the parties, the board or the designated agent shall hold a hearing on the grievances. The decision of the board shall be rendered in writing within five (5) days after the hearing.

Level Three

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two or if no written decision has been rendered within the time period set forth in the preceding paragraph, he/she may within ten (10) days after receipt of the written decision is due, whichever is earlier, appeal to the Department of Labor, pursuant to SDCL 3-18-15.2. The conclusion of this paragraph is that this Grievance Procedure shall not constitute a waiver by either party of its rights to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

F. Miscellaneous

1. If, in the course of investigation of any grievance by representatives of the complainant, such investigation requires their presence in a school building; they shall report immediately to the principal of such building being visited and state the purpose of the visit.
2. Interruption of regularly assigned duties or activities shall be avoided and students shall not be included in any phase of the grievance procedure except with the mutual consent of both parties.
3. Any party or parties in interest shall appear and may be represented at formal Levels I and II of the grievance procedure by one representative. When the representative is not a member of the employee organization, the employee organization shall have the right to state its views at the formal Levels I and II of the grievance procedures except when the aggrieved person specifically requests the exclusion of all but the parties in interest and their respective representatives.
4. Meetings and hearings under this procedure shall not be conducted in public and shall include such parties in interest and their designated or selected representatives here-to- fore referred to in this grievance procedure.
5. When it is necessary for a party or parties in interest to attend a board meeting or a hearing called during the working day, the Cooperative Director shall so notify the party or parties in interest, principals, or immediate supervisor, and the party or parties in interest shall be released without loss of pay for such time as their attendance is required at such meetings or hearings.
6. At all hearings conducted under this procedure, the aggrieved person and the administrative representative may call witnesses and present evidence that is relevant to the matter being considered. The board may request that other witnesses be called for questioning by the parties.

At Level Two, the hearing shall consist of an opportunity for the grievance to be heard with appropriate testimony and supporting documentation, followed by an opportunity for the NESC representative to present their case in a similar manner. Questions may be asked at any time by the hearing officer. All parties shall have the right to be present during presentations to the Board or questions by the Board. While the Board is in deliberation, both parties shall leave the room and await further instruction.

ARTICLE XII NEGOTIATIONS

Negotiations is the process through which the employee association through its representatives and the Board of Directors meet freely to openly exchange views with each other. Both parties agree to meet at reasonable times and places and to negotiate in a good-faith effort to reach an agreement.

A. Formal Negotiation Procedure

1. The employee association and/or the Board of Directors, through its representatives, can request in written form to begin negotiations. The employee association or the Board of Directors will respond in writing within (10) days acknowledging receipt of the request to begin negotiations. A mutually convenient time and place for a meeting will be scheduled. The first negotiations meeting shall take place within (20) days of the receipt of the request. However, this 20 day deadline can be extended with mutual agreement between the Board of Directors and the employee association.
2. Representation: Members of the Board of Directors or their designated representatives, and representatives named by the Association shall meet for the purpose of negotiating. Neither party will attempt any control over the other's selection of its representatives. Consultants may be called upon by either party and utilized in the negotiations of any matter being considered by the negotiation team.
3. Subject of Negotiation: The negotiation team shall meet and negotiate with respect to grievance procedures and conditions of employment as under S.D.C.L. 3-18-2.
4. Study Committees: When the negotiation teams mutually agree to appoint ad hoc study teams for research, study, and development of reports, such committee shall report their findings only to the negotiation team while in joint session.
5. Exchange of Information: The Board and the Association agree to cooperate in collecting and sharing such information as will assist both parties in developing intelligent, feasible, and constructive proposals.
6. Meetings: The negotiations team shall schedule all meetings to avoid conflicts with the school duties of the Association representatives, or release time shall be arranged when meetings are held during school hours. All meetings will be closed.
7. Settlement: When a tentative settlement is reached by the negotiating teams, it should be then made in writing and submitted to the Association and to the Board. Any settlement approved by the Board shall be entered into the official minutes of the Board and shall thereupon constitute a revision of the Cooperative policy. Provision of the settlement shall be reflected in the individual contract or statement of condition of service as submitted to the employees.
8. General membership meetings of Units 1 and Unit 2 may be scheduled for 5:00 p.m. Certified service providers may leave their building/duties, in time to attend a 5:00p.m. meeting.

B. Impasse. Either party may declare impasse pursuant to South Dakota Codified Law.

**ARTICLE XII
DURATION AND EFFECT OF AGREEMENT**

- A. Separability: If any provision of this Agreement or any application of this Agreement is held to be contrary to law, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall continue in full force and effect. The provisions of this Agreement are not intended to relinquish rights that are already granted to the Association through law.
- B. Notice: Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by written notice at the following designated addresses or at such other address as may be designated by a part in written notification to the other party: NESC, PO Box 327, Hayti, SD 57241.
- C. This Agreement supersedes and cancels all previous collective bargaining agreements between the Board and NESCEA, unless expressly stated to the contrary herein, and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

This agreement shall remain in full force and effect from July 1, 2026 and shall continue in effect until midnight June 30, 2027. If a successor agreement has not been reached before the termination date, then the current agreement will remain in full effect until the implementation of such successor agreement.

NESC Board Chairperson

Date

Unit 1 Representative

Date

**Actual Years of Experience, Education, Salary, & FTE
As of June 30, 2026**

Occupational Therapy	Years of Experience	Education	2026-27 Salary	FTE
Engels, Angela	6	OT	\$ 71,500.00	1.0 (190 Days)
Hayunga, Stephanie	14	OT	\$ 72,467.23	1.0 (190 Days)
Huyvaert, Nicol	23	OT	\$ 82,999.05	1.0 (190 Days)
Kringen, Kelsey	16	COTA	\$ 28,353.64	0.60 (114 Days)
Schreurs, Lexi	1	COTA	\$ 41,000.00	1.0 (190 Days)
Wagner, Jenna	3	COTA	\$ 31,556.25	0.75 (142.5 Days)
Physical Therapy				
Boettcher, Kristy	26	PTA	\$ 57,370.27	1.0 (200 Days)
Crump, Nancy	30	PT	\$ 93,888.20	1.0 (200 Days)
Sutten, Kristina	19	DPT	\$ 80,975.58	1.0 (200 Days)
School Psychology				
Gary, Jody	7	School Psych Intern	\$ 71,910.00	1.0 (183 Days)
Gent, Melissa	13	School Psych Ed.S.	\$ 75,806.17	1.0 (183 Days)
Graham, Traci	21	School Psych Ed.S.	\$ 82,386.17	1.0 (183 Days)
Heath, Courtney	1	School Psych Ed.S.	\$ 66,000.00	1.0 (183 Days)
Heggelund, Nikki	8	School Psych Ed.S.	\$ 71,910.00	1.0 (183 Days)
McGlone, Megan	13	School Psych Ed.S.	\$ 75,806.17	1.0 (183 Days)
Meyer, Maria	25	School Psych Ed.S.	\$ 65,313.88	0.75 (137.25 Days)
Skogstad, Shelly	19	School Psych Ed.S.	\$ 79,863.40	1.0 (183 Days)
Street, Kris	17	School Psych Intern	\$ 78,510.99	1.0 (183 Days)

APPENDIX

GRIEVANCE FORMS

EVALUATION INSTRUMENTS

REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL I

(To be completed by the aggrieved person)

Date of Presentation to Cooperative Director _____

Name of Aggrieved Person: _____

Home Address: _____

Nature of Grievance: _____

Settlement Requested: _____

Signature (Aggrieved Person): _____

Date: _____

REPLY TO LEVEL I GRIEVANCE

Date Grievance Was Received by Director _____

Date Reply Sent to Aggrieved Person: _____

Name of Aggrieved Person: _____

Home Address: _____

Decision of Cooperative Director: _____

Signature (Cooperative Director): _____

Date: _____

REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL II

Copies of request for Settlement of Grievance Level I and the reply must be attached.

Date of Presentation to Board of Directors _____

Name of Aggrieved Person: _____

Home Address: _____

Date of Reply to Level One Grievance: _____

State reason for Submission of Grievance to Level II _____

Settlement Requested: _____

Signature (Aggrieved Person): _____

Date: _____

REPLY TO LEVEL II GRIEVANCE

Copies of Request for Settlement of Grievance Level I and the reply must be attached.

Date Grievance Was Received by Board of Directors _____

Date Reply Sent to Aggrieved Person: _____

Name of Aggrieved Person: _____

Home Address: _____

Decision of Board of Directors: _____

Signature (President of Board of Directors): _____

Date: _____

Evaluation Instruments

NESC COTA Evaluation Summary

Employee:
Supervisor:
School Year:

Rating Scale: 1 – Unsatisfactory 2 – Basic 3 – Proficient 4 – Distinguished

NESC COTA Evaluation Criterion		Rating	Comments
Planning and Preparation	1A	Communicate student progress and potential issues to supervising OTR.	
	1B	Create and update a schedule of services, keeping the stakeholders notified.	
Environment	2A	Provide instruction and/or consultation to students, parents/caregivers, and other school staff to promote skill acquisition through adaptive techniques and therapeutic activities.	
	2B	Consult with parents/caregivers, teachers, administrators, and other school staff concerning the student’s progress and needs when appropriate.	
Service Delivery	3A	Deliver fine motor, sensory, and visual motor interventions, following treatment protocols established by the supervising OTR.	
	3B	Contribute to the development of Individual Education Programs (IEPs).	
	3C	Contribute to the development of Individual Family Service Plans (IFSPs).	
Professional Responsibilities	4A	Maintain special education records in accordance with State requirements and also the practices of member school districts.	
	4B	Transmit calendars, schedules, caseloads, Medicaid logs, vehicle mileage logs, evaluation data, and inventory reports when requested.	
	4C	Perform other, reasonably-related duties as assigned.	

Employee’s Signature	Date
Supervisor’s Signature	Date
I hereby acknowledge that this document has been discussed with me, and I have received a copy. I have been given the opportunity to attach written comments.	I hereby acknowledge that I have discussed this document with the named employee, presented the employee a copy, and offered the employee the opportunity to include written comments.

NESC Occupational Therapist Evaluation Summary

Employee:
Supervisor:
School Year:

Rating Scale: 1 – Unsatisfactory 2 – Basic 3 – Proficient 4 – Distinguished

NESC Occupational Therapist Evaluation Criterion		Rating	Comments
Planning and Preparation	1A	Contribute to the development of Individual Education programs (IEPs).	
	1B	Contribute to the development of Individual Family Service Plans (IFSPs).	
	1C	Determine the needs of each individual student, their abilities, and as appropriate develop a program to remediate fine motor, sensory, and/or visual motor skills based on the individual needs and abilities of the child.	
	1D	Create and update a schedule of services, keeping the stakeholders notified.	
Environment	2A	Consult with parents/caregivers, teachers, administrators, and other school staff concerning the student’s progress and needs when appropriate.	
Service Delivery	3A	Administer standardized fine motor, sensory, and visual motor evaluations (including skill-based assessments) and generate the related reports.	
	3B	Provide instruction to students, parents/caregivers, and school staff to promote skill acquisition through adaptive techniques and therapeutic activities.	
	3C	Supervise Certified Occupational Therapy Assistants (COTAs).	
Professional Responsibilities	4A	Maintain special education records in accordance with State requirements and also the practices of member school districts.	
	4B	Transmit calendars, schedules, caseloads, Medicaid logs, vehicle mileage logs, evaluation data, and inventory reports when requested.	
	4C	Perform other, reasonably-related duties as assigned.	

Employee’s Signature _____ Date _____	Supervisor’s Signature _____ Date _____
I hereby acknowledge that this document has been discussed with me, and I have received a copy. I have been given the opportunity to attach written comments.	I hereby acknowledge that I have discussed this document with the named employee, presented the employee a copy, and offered the employee the opportunity to include written comments.

NESC Physical Therapist Evaluation Summary

Employee:
Supervisor:
School Year:

Rating Scale: 1 – Unsatisfactory 2 – Basic 3 – Proficient 4 – Distinguished

NESC Physical Therapist Evaluation Criterion		Rating	Comments
Planning and Preparation	1A	Contribute to the development of Individual Education programs (IEPs).	
	1B	Contribute to the development of Individual Family Service Plans (IFSPs).	
Environment	2A	Model, teach, and counsel parents and teachers in how to promote increased movement and independence for the child.	
Service Delivery	3A	Administer gross motor evaluations (including skill-based assessments) and generate the related reports.	
	3B	Diagnose and remediate gross motor impairments based on the individual needs of the child.	
Professional Responsibilities	4A	Maintain special education records in accordance with State requirements and also the practices of member school districts.	
	4B	Transmit calendars, schedules, caseloads, Medicaid logs, vehicle mileage logs, evaluation data, and inventory reports when requested.	
	4C	Perform other, reasonably-related duties as assigned.	

Employee's Signature	Supervisor's Signature
Date	Date
I hereby acknowledge that this document has been discussed with me, and I have received a copy. I have been given the opportunity to attach written comments.	I hereby acknowledge that I have discussed this document with the named employee, presented the employee a copy, and offered the employee the opportunity to include written comments.

NESC Physical Therapist Assistant Evaluation Summary

Employee:
Supervisor:
School Year:

Rating Scale: 1 – Unsatisfactory 2 – Basic 3 – Proficient 4 – Distinguished

NESC Physical Therapist Evaluation Criterion		Rating	Comments
Planning and Preparation	1A	Contribute to the development of Individual Education programs (IEPs).	
	1B	Contribute to the development of Individual Family Service Plans (IFSPs).	
	1C	Create and update a schedule of services, keeping the stakeholders notified.	
Environment	2A	Model, teach, and counsel parents and teachers in how to promote growth and increased independence for the child.	
	2B	Communicate student progress and potential issues to supervising PT.	
Service Delivery	3A	Deliver gross motor interventions, following treatment protocols established by the supervising PT.	
	3B	Keep track of and schedule joint visit with the supervising PT.	
Professional Responsibilities	4A	Maintain special education records in accordance with State requirements and also the practices of member school districts.	
	4B	Transmit calendars, schedules, caseloads, Medicaid logs, vehicle mileage logs, evaluation data, and inventory reports when requested.	
	4C	Perform other, reasonably-related duties as assigned.	

Employee's Signature	Date
Supervisor's Signature	Date
I hereby acknowledge that this document has been discussed with me, and I have received a copy. I have been given the opportunity to attach written comments.	I hereby acknowledge that I have discussed this document with the named employee, presented the employee a copy, and offered the employee the opportunity to include written comments.

NESC School Psych and Examiner Evaluation Summary

Employee:
Supervisor:
School Year:

Rating Scale: 1 – Unsatisfactory 2 – Basic 3 – Proficient 4 – Distinguished

NESC School Psych Evaluation Rubric Criterion		Rating	Comments
Planning and Preparation	1A	Assist special education teachers with evaluation planning.	
	1B	Facilitate eligibility decisions.	
	1C	Generate the related evaluation reports.	
Environment	2A	Promote positive behavior supports and interventions.	
	2B	Consult with parents and teachers to improve academic or behavioral difficulties.	
Service Delivery	3A	Conduct academic, behavioral, observational, and psychological assessments.	
	3B	Interpret evaluation data.	
	3C	Connect families with available resources from the community and other agencies when possible.	
	3D	Conduct functional behavior assessments, generate the related reports, and facilitate the development of behavior intervention plans.	
	3E	Facilitate manifestation determination reviews and the related documentation.	
Professional Responsibilities	4A	Maintain special education records in accordance with State requirements and also the practices of member school districts.	
	4B	Transmit calendars, vehicle mileage logs, and evaluation data when requested.	
	4C	Promote high quality pre-referral processes (such as RTI).	
	4D	Perform other, reasonably-related duties as assigned.	

Employee's Signature _____ Date _____ I hereby acknowledge that this document has been discussed with me, and I have received a copy. I have been given the opportunity to attach written comments.	Supervisor's Signature _____ Date _____ I hereby acknowledge that I have discussed this document with the named employee, presented the employee a copy, and offered the employee the opportunity to include written comments.
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NORTHEAST EDUCATIONAL SERVICES COOPERATIVE

Unit 2

Negotiated Agreement

2026-2027

**Educational Evaluators
Early Childhood Teachers
Nurse
Pathways Teachers
Speech-Language Pathologists
Speech-Language Pathology Assistants
Teaching and Learning Specialists
Technology Coordinator**

Anneke Nelson, Director

Bre Schwandt, Assistant Director

Hunter Lee, Business Manager

ARTICLE I PREAMBLE AND RECOGNITION OF BARGAINING UNIT

This contract is entered into this 20th day of April, 2026, between Educational Evaluators, Early Childhood Teachers, Nurse, Pathways Teachers, Speech-Language Pathologists, Speech Language Pathology Assistants, Teaching and Learning Specialists, and Technology Coordinator, herein called "Unit 2", and the Board of Directors of the Northeast Educational Services Cooperative, herein called the "Board" and its successor boards.

- A. Each of the respective parties' rights, privileges, and duties shall be in accordance with applicable state and federal laws, unless addressed and modified within this agreement. For rights and protection, refer to SDCL 3-18.
- B. Statutory Savings Clause:
Nothing contained herein shall be construed to deny or restrict the rights afforded any employee under the laws of South Dakota, any other applicable laws, the Constitution of South Dakota or the Constitution of the United States. The rights, duties, and privileges granted to the parties to this agreement shall be deemed in addition to and in conjunction with those provided by law.

- C. Whenever any employee is required to appear before the Board of Directors or its designee for any reason, the employee shall be notified in advance of the reasons for such meeting, and shall be entitled to representation of his/her choice at such meeting. If the employee has an objection to the board's request, they can follow the adopted grievance policy.

**ARTICLE II
EMPLOYMENT AND ASSIGNMENT**

- A. Employees will receive contract wages in twelve (12) monthly payments. All payroll deductions will be spread over and confined to the payment period. In the event an employee wishes to be paid in less than twelve (12) monthly payments, that person will give such a request to the Business Manager in writing before the March Board of Directors meeting. If granted, deductions will be recalculated and withheld from checks over the remaining payment periods. Requests will be granted on a case-by-case basis. If an employee receives early payment due to this request, then that employee's benefits will discontinue in the month the final payment occurs.

- B. The following language shall be made a part of the contract entered into between the employee and the Board:

On the breach of the terms of this employment contract, the employee shall pay to the Board a sum to be set by this scale:

In the event a release is requested:

Date contract is approved by the Board of Directors to June 15	\$1,000.00
Between June 16 and June 30	\$3,000.00
Between July 1 and any time thereafter	\$5,000.00

This sum is paid to compensate for injury by reason of such breach, it being impossible to ascertain or estimate the entire or exact cost, and such sum is agreed on as compensation for the injury suffered, and not as a penalty.

- C. The Director, on behalf of the Board of Directors, reserves the right to change assignment, if necessary, after contracts are signed. The employee will be consulted regarding such a change.
- D. Effective July 1, 2014, the salary for new hires will be determined by using the following guidelines:
 - 1. Salary will be determined on years of actual full-time equivalency experience (rounded to the nearest whole number), professional degree, and qualifications. Non-educational experience may not be recognized fully. To receive credit for experience, new hires will need to complete and submit verification of employment form(s).
 - 2. No new hire will be given a salary higher than that of a current employee with the same number of years of experience, professional degree, and qualifications.
 - 3. After the first year of employment, an additional \$1,000 per increment for 1.0 FTE employees will be added to the current salary for credits earned under the following conditions:
 - a. Increments will be in +15, +30, +degree, and +degree+15.
 - b. Credits must be approved by the NESC Administration.
 - c. NESC Administration must be notified before July 1st.
 - d. All credits must be university-transcript graduate credits and related to the field of education.
 - e. For employees with less than 1.0 FTE, the amount will be prorated accordingly.
 - 4. After employees receive a new credential (e.g. a special education teacher achieving BCBA, a master's level SLP achieving CCC-SLP, or a psych examiner achieving school psychologist), the salary for their next contract will be readjusted according to the guidelines established in Article II, Section D, Subsections 1 and 2.
 - 5. Current employees' salaries that may be inconsistent due to similar years of experience may be reconciled through negotiations.
 - 6. The Board of Directors reserves the right to utilize other means for the recruitment of new hires.

- E. All employees shall be given written notice of any material and significant change in the contract for the forthcoming year.
- F. An employee who administers the ADOS-2 in a district for which they are not currently assigned will be compensated \$100 per administration.
- G. Employees who accept a request to mentor another NESC employee will receive a \$1,000 stipend per year of mentorship. Supervising school psychologists will receive \$1,000 per psychological examiner and \$2,000 per intern. The amount will be prorated if the mentorship or supervision is less than a school year.
- H. Employees must cover their own ESY (Extended School Year) assignments. However, if cost-effective coverage can be secured, NESC Administration may excuse an individual from ESY services. Cost-effective coverage can be defined in three ways:
 - 1. If another provider can be secured whose residence would not create more than 15 miles of additional travel (one way) as compared to the originally assigned employee
 - 2. If another provider can be secured whose residence is no more than 60 miles from the work site.
 - 3. NESC administration could consider options where the provider's hourly rate and mileage are equal to or less than the cost of the original provider
 Employees will not be required to serve B-3 students unless they qualify under prolonged assistance.
- I. Any employee certified by the Behavior Analyst Certification Board as a Board-Certified Behavior Analyst will be compensated an additional \$5,000.00 annually (prorated by the employee's FTE).
- J. Any Pathways teacher who coaches Special Olympics may receive up to 5 additional contract days, paid at that employee's daily rate.
- K. Employees who provide substitute coverage for more than two weeks will be compensated at a rate of \$25 per hour. Travel time may be compensated if an employee is working during a non-contract day or if the travel is atypical for the employee's assignment and/or outside of the employee's typical work-day. Employees will submit a timesheet documenting the hours worked. A Substitute coverage plan and an estimate of substitute hours will be approved by the Director before the coverage begins.

**ARTICLE III
WORK SCHEDULE AND PROFESSIONAL RESPONSIBILITIES**

A. Definitions

The base location shall be defined as the NESC member school nearest to the employee's residence, regardless of whether that school is an assigned work site for the employee.

Minimum Time on Site

1. Beginning Time on Site

When the work day begins at the base location, employees must be present by 8:30 AM. When the work day begins at other work sites, employees do not have to leave their residences any earlier than would have been necessary to arrive at the base location by 8:30 AM.

2. Ending Time on Site

Employees must remain at their base location until 3:00 P.M. When the work day ends at other work sites, employees may leave at a time allowing them to be home by the same time they would have returned if they had been traveling home from the base location. On school days ending early due to holiday or vacation, the day shall end when pupils are dismissed and daily obligations are completed.

This section establishes the minimum time on site for employees. However, there will be numerous occasions when employees have to spend more than the minimum time on site in order to satisfy their professional obligations. For typical work days, it is assumed that there will be other duties that consume employees' time, exceeding this minimal time. This section controls only the time required on-site for its own sake.

Pathways teachers or other cases where an employee is responsible for the direct supervision of a student outside of the expected time on-site, must be at their work locations for the length of the school day when school is in session.

Alternative workday schedules may be submitted to the NESC administration. Such requests must occur at the beginning of each school year (unless there are extenuating circumstances) and must receive approval by NESC administration.

This section does not change the rules for submitting leave. With respect to leave, one day is eight hours, and half a day is four hours.

C. Professional Obligations

Employees must complete all daily professional obligations. This includes (but is not limited to) the provision of therapy, conducting evaluations, consulting with colleagues, attending meetings, writing reports, responding to e-mail, and completing required paperwork.

Employees are not required to participate in meetings earlier than 7:30 AM. or later than 5:00 P.M.

D. Planning and/or office time:

Pathways Teachers will receive eighty (80) minutes per week. Early Childhood Special Education Teachers, Speech Therapists, Speech Therapy Assistants, Occupational Therapists, Certified Occupational Therapy Assistants, Physical Therapists and Physical Therapy Assistants will receive 150 minutes per week. School Psychologists/ Psychological Examiners will receive one (1) office day per week. This may occur outside of the minimum time expected on-site. Planning time for less than a 1.0 FTE employee will be prorated accordingly.

E. Additional Work Days

Days worked beyond the number of days specified in the employee's contract will be paid at a per day rate. This rate will be calculated by dividing the salary specified in the contract by the number of days specified in the contract. Days worked beyond those specified in the contract require a contract amendment approved by the NESC Board of Directors.

F. Working Remotely

This section does not apply to ESY services (if applicable).

Days worked from home or at other, non-standard work sites cannot apply toward contracted work days without the prior approval of NESC Director or employee's department supervisor.

H. Weather Cancellations

Employees are not required to make up hours or days missed due to school district weather cancellations. However, if any assigned districts add student days to their school calendar to make up for weather cancellations, providers must make up those extra days as needed, for no extra pay, according to the weekly schedule already established, even if exceeding their annual work calendar.

If schools are in session and students are available for services, then direct service providers are needed.

**ARTICLE IV
NON-WORK DAYS**

A. Continuing employees will submit a calendar identifying contract service days and also the holidays they will be observing by June 1. New employees will submit a calendar within one week of their first day of employment. Calendar changes need the approval of NESC administration. In order for employees to accurately work on approved calendar days, calendar approvals will be made known to NESC employees by July 1 for continuing employees or within two weeks of new employees submitting a calendar.

B. Non-work days recognized by the NESC Board will not count toward the number of contracted service days, unless approved by the NESC director or the employee's department supervisor.

- C. NESC employees will follow the NESC Board-approved calendar for non-work days. Employees will have two floating spring break days.

ARTICLE V LEAVE AND ABSENCES

- A. All staff members employed by the Northeast Educational Services Cooperative (NESC) shall be allowed ten (10) days of sick leave of absence. For employees who are less than full-time equivalent (FTE), the number of days will be prorated accordingly. When reporting sick leave days, employees must submit for 8 hours of leave when absent for a full day. If an employee is claiming sick leave of more than five consecutive days, he/she may be required to provide the Director or Business Manager or the Cooperative Board a physician's statement verifying illness.
- B. Employees who find it necessary to be absent from school for any reason should notify the NESC office in writing, via email or text as soon as possible after it becomes known that they will be absent and also inform the relevant district staff members and individuals who need to be notified, including parents/guardians and/or daycare providers.
- C. Sick leave may be accumulated up to sixty-five (65) days. The maximum amount of accumulated leave will be prorated for employees who are less than 1.0 FTE. Sick leave may be used for the sickness of the employee and/or immediate family, defined as anyone living in the immediate household or someone under guardianship. Up to seven sick leave days will be allowed for sickness of other family to include father, mother, father-in-law, mother-in-law, grandparent, grandchild, and sibling. Absence from duties because of sickness shall be deducted from the accumulated sick leave, regardless of whether a substitute teacher is hired.

Pregnancy that prevents an employee from performing their duties, as well as any disability following delivery or the end of pregnancy, will be treated as a personal illness. Employees may use up to eight (8) weeks of their accumulated sick leave as paid leave following delivery. If an employee does not have enough sick leave, they may request additional days from the sick leave bank pursuant to Article V, Section E, Subsection 1. Any remaining leave for which the An employee may be eligible to be taken under the Family and Medical Leave Act (FMLA).

If an employee adopts a child, he or she may use up to six (6) calendar weeks of accumulated sick leave to prepare for and welcome the child into the home. If the employee does not have enough sick leave, additional days may be requested from the sick leave bank under Article V, Section E, Subsection 1. Employees who qualify under the Family and Medical Leave Act (FMLA) may take up to six (6) additional weeks of unpaid leave.

- D. 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 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.

- E. The Sick Leave Bank shall be administered by the Northeast Educational Services Cooperative Director, Business Manager, one representative from Unit 1, one representative from Unit 2 and a third representative elected at-large from Units 1 or 2. The Sick Leave Bank can be accessed only after a member has used all of their accumulated sick and personal leave. The NESC Director/Business Manager shall make available a report of sick leave usage and balance to the sick leave committee in September and February.
1. Employees may draw from the Sick Leave Bank for up to ten (10) days or their total accumulated leave days, whichever is greater, with a maximum of forty (40) days per year, per individual. Leave granted from the Sick Leave Bank may be used solely for the illness of the employee, the employee's spouse, or dependents.
 2. Employees must notify NESC Administration on or before September 15th or 30 days after their hire date, whether they wish to participate in the sick leave bank. Employees who choose not to participate any year of their employment with NESC relinquish all participation rights to the current year's bank as well as in the future, unless

there is a break in employment.

On July 1, if the sick leave bank has 350 or more days in it, only new employees hired for the upcoming school year will be required to donate a day or their prorated FTE in order to opt in. However, if the sick leave bank is depleted to fewer than 350 days as of July 1, all employees choosing to continue to participate in the sick leave bank must donate a day or their prorated FTE.

3. In the event that the Sick Leave Bank is depleted during the year, participating employees will have the option to contribute additional days. An employee who does not contribute additional days will not be allowed to access the sick leave bank for the current year if the need arises. This employee will still be allowed to contribute and use the bank the following year.
4. Access to the sick leave bank will not be available to employees receiving worker's compensation benefits.
5. Days afforded an employee under the Sick Leave Bank will be prorated according to the employees' full-time equivalency for the school year in which the request is made.
6. The Cooperative will provide a report by September 30th of each year stating how many days are available in the sick leave bank.
7. This sick leave bank is shared between employees of Unit 1 and Unit 2, administration, and office staff.

F. Personal Leave:

For employees with a 194-day or less contract:

Employees will be allowed two days of personal leave per year with pay.

For employees with a 195-day or more contract:

Employees will be allowed three days of personal leave per year with pay.

For the 2026-2027 contract, Occupational Therapists and Certified Occupational Therapy Assistants will be exempted from the 195-day requirement and will have three days of personal leave.

After 5 years of consecutive service, employees will be allowed an additional one day of personal leave per year with pay.

After 10 years of consecutive service, employees will receive two additional paid personal days per year – one earned at the 5-year mark and one additional day earned at the 10-year mark.

Personal leave can accumulate up to five days with pay per year.

Personal leave exceeding five days as of July 1 will be paid to the employee at the rate of \$100 per day. Payment will be made in September and will only be payable to employees employed as of September 1.

Personal leave may only be used in a maximum increment of five consecutive days. For employees who are less than full-time equivalent (FTE), the maximum amount of paid personal leave days will be prorated accordingly.

Personal leave must be approved by the Director/Assistant Director. Personal leave should be requested at least one week in advance unless emergency circumstances exist.

- G. Professional Leave: Employees requesting professional leave shall submit their request to the Director/Assistant Director. 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.

- H. Any employee called for jury duty during the assigned day or who is subpoenaed to testify in a hearing during the assigned day in a matter in which the employee 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 and or compensation, excluding mileage, meals, and lodging received for jury duty or the designated subpoena absence shall be reimbursed to NESC by the employee. Such

employees shall notify the Director as soon as practical for the necessity for taking jury leave.

- I. Bereavement: Employees covered under this contract shall be allowed five days per occurrence for the death of a family member: parent, step-parent, child, step-child, wife, husband, brother, sister, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, grandparents, or any member of the employee's household. Up to two days per contract year shall be allowed to attend funerals of close friends or relatives not covered by the above language.
- J. 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 VI EMPLOYEE BENEFITS

- A. NESC will provide a monthly insurance allocation to full-time employees equal to the cost of single health insurance at the \$2,000 deductible, single dental coverage, and basic life insurance. This allocation can be used towards the purchase of NESC's group health and/or dental insurance. Costs beyond this amount will come at employee's expense. Any monthly benefit that is not used for the above expenses will be forfeited and cannot be used at a later date.

For those employees who elect to move to the Health Savings Account (HSA) option - \$3,400 deductible plan, the board will contribute the cost difference between this plan and the \$2,000 deductible plan to the employee's HSA. This equals to \$54.90 per month. For employees who are employed less than full-time, this amount will be prorated according to the employee's FTE.

Anyone working less than a full-time equivalency will receive a pro rata amount that is equal to the percentage basis of their employment agreement. Employees with less than .75 FTE are not eligible to participate in the group health insurance. Employees who are less than a .40 FTE are not eligible to participate in the basic life insurance or supplemental life insurance. However, they are still eligible for the group dental insurance.

NESC does not allow a staff person to receive monetary compensation in lieu of using the health and/or dental insurance benefit.

- B. Any administrative fees charged by the plan administrator to administer the flexible spending plan for unreimbursed medical expenses, dependent day care expenses, and employer-sponsored premiums will be covered by NESC.
- C. Employee benefits offered by NESC include group health insurance, group dental insurance, South Dakota Retirement, South Dakota Supplemental Retirement Plan, tax-sheltered annuities, life insurance, NESC flex plan, and HSA.
- D. An employee with 20 years of consecutive service who retires at the end of the current contract year will be reimbursed up to 65 days of unused sick leave at \$50 per day.
- E. Employees will receive a \$150 per year cell phone stipend.

ARTICLE VII TRAVEL AND TRANSPORTATION

- A. NESC administration will assign cooperative vehicles on a case-by-case basis based on what is most economical and efficient for the cooperative. In addition, NESC administration will assign each cooperative vehicle a base location (employees' home, NESC office in Hayti, member school district, etc.) that is most economical and efficient for the cooperative. The base location is where the cooperative vehicle will be parked overnight. If the residency of a staff member changes after the base location has been assigned, the administration reserves the right not to reassign a new base location. Staff hired to transport pathways students on a daily basis will automatically be assigned a Cooperative vehicle. When cooperative vehicles are in need of repair, the involved staff will use any available NESC spare vehicle. If a spare vehicle is not available, staff will use their personal vehicles until the repairs are completed, and will be reimbursed for mileage at the approved NESC travel rate for all work-related miles driven. If staff choose to use their personal vehicle when a cooperative or school vehicle is available, no mileage will be provided.

It will be the employees' responsibility to pick up and return their assigned Cooperative vehicle to the NESC Administrative Building at the beginning and end of each school year. With the permission of NESC Administration, employees may be allowed to keep their vehicles at their home locations over the summer months. If an employee is

allowed to keep their vehicle at their home location during the summer months, it will be the employee's responsibility to coordinate the summer safety check with NESC Administration to ensure the check is completed on the NESC vehicle. No mileage or time reimbursement will be allowed to employees to pick up, return, or have the summer safety check completed.

For all other NESC required travel, and if a NESC or school vehicle is available, but the employee desires to drive a personal motor vehicle, no mileage reimbursement will be provided.

Staff members, excluding ESY providers, who are not assigned a vehicle will receive the approved NESC travel rate for all commuting miles traveled except the beginning ten (10) and the ending (10) miles per day. However, no staff member shall receive mileage for more than 100 miles per day except at the discretion of the NESC Director as circumstances may require. Home and/or other location service sites, based on mileage from the child's attendance center to designated service location, out-of-district visits, and meetings will be paid the approved NESC travel rate round-trip and will be exempt from the ten-mile beginning and ten-mile ending rule and do not count toward the 100 miles per day maximum mileage reimbursement. The Board of Directors reserves the right to assign a Cooperative-owned vehicle, at the discretion of the Cooperative Director, in lieu of mileage compensation.

Employees who are assigned two or more schools will be reimbursed full round-trip mileage for miles traveled.

NESC Staff will not be required to transport students in their personal vehicles

B. Travel Expense Reimbursement

For overnight trips only, meal reimbursement is allowable at the adopted NESC travel rate as follows.

	When Leaving Before	When Returning After
Breakfast	5:31 a.m.	7:59 a.m.
Lunch	11:31 a.m.	12:59 p.m.
Dinner	5:31 p.m.	7:59 p.m.

An employee will not be reimbursed for any meal that has already been provided to them. Instances of this include, but are not limited to, meals that are a part of conference registration fees or hotel charges (continental breakfast). Meals will not be reimbursed for day trips.

Employees can submit for meal reimbursements AFTER they are incurred. At that point there will be knowledge of what meals were provided and what meals are allowable for reimbursement.

**ARTICLE VIII
PROFESSIONAL DEVELOPMENT**

A. Advanced Study

Requests for advanced study funds must be made to NESC's Director. Any applications will be considered on their individual merit and shall be approved at administrative discretion. For coursework related reimbursement or compensation, employees must submit an official transcript with the name of the course and the grade earned before NESC will disburse funds. Reimbursement is contingent upon the employee receiving a 3.0 grade (if applicable) and continuing employment with NESC for at least two additional school years. Employees who do not continue working at least two additional school years must repay any advanced study funds given during the previous two school years. This repayment must occur prior to the issuance of the employee's final paycheck.

Units 1 and 2 share these advanced study funds.

To ensure equitable distribution among Unit 1 and 2 employees, the disbursements may have to be prorated.

1. Graduate Coursework Fund

The Northeast Educational Services Cooperative will provide up to \$5,000.00 for employees in Units 1 and 2 toward graduate coursework. These funds will be distributed on a first come, first serve basis. Staff persons can make an application for up to three (3) hours of graduate credit in their assigned or related field for a maximum of \$500 per employee. If this fund is not depleted on June 1, an employee may submit a second request for an additional \$500 for a second 3 credit course.

2. Certification Fund

The Northeast Educational Services Cooperative will provide up to \$1,000.00 per person, up to an annual maximum of \$3,000, for both Units 1 and 2 toward a certification fund. These funds will be used to assist staff with tuition cost for graduate courses in staff assignment areas to meet South Dakota certification requirements. The purpose of this fund is to meet endorsement requirements in work areas assigned by NESC. Staff members should request certification funds by October 1.

3. Professional Supervision Fund

The Northeast Educational Services Cooperative will provide up to \$5,000 for both Units 1 and 2 for employees who require professional supervision in order to complete licensure or an advanced degree. NESC will reimburse the employee up to 50% of the cost for that supervision. NESC's Director must be notified of the employee's intent to request these funds as soon as practicable toward the beginning of the supervisory period. The Director may request proof of costs. Professional supervision funds will be disbursed in June. Reimbursement for professional supervision is contingent upon satisfactory completion of the supervision requirements.

B. NESC will reimburse eligible employees for membership dues to the following associations:

American Speech Language Hearing Association (ASHA) – Master's + C's speech language pathologists.
National Association of School Psychologists (NASP) – school psychologists and psychological examiners
American Physical Therapy Association (APTA) – physical therapists; and
American Occupational Therapy Association (AOTA) – occupational therapists.

Reimbursement will be prorated as per the employee's full time equivalency.

**ARTICLE IX
EVALUATION POLICY**

NESC will follow SDCL concerning evaluation of all staff.

**ARTICLE X
TERMINATION AND NON-RENEWAL OF EMPLOYEES**

(This policy only applies to individuals who are required to be certified with the South Dakota Department of Education. Individuals who are not required to be certified with the Department of Education do not have any rights under Article IX-Termination and Non-renewal of Employees.)

A. All employees will be terminated or non-renewed pursuant to South Dakota law.

B. Staff reduction: In the event the Northeast Educational Services Cooperative Director determines that a staff reduction is necessary, the following procedures will be observed in the order listed.

1. An effort shall be made to effect the reduction through normal attrition.
2. Positions held by persons with less than full certification for their current assignment (defined as holder of Authority to Act as a Substitute or Limited Certificate) shall be deemed open if the position is desired, as set forth, by an employee who has been notified their position has been reduced.
3. In the event that an employee's position is terminated due to staff reduction the Board of Directors or its designee will determine which employee or employees are to be released using the following criteria, if applicable--not necessarily in order of priority, any of which may be used in determining which professional staff will be affected by staff reduction.
 - a. Student needs.
 - b. Certification/Qualifications
 - c. Additional (training) preparations in the identified area should be considered.
 - d. Experience in this or similar positions.
 - e. Evaluation Records

ARTICLE XI GRIEVANCE

A. Definition:

1. Grievance is a complaint by a person or group of persons employed by the Northeast Educational Services Cooperative made either individually or by a duly authorized and recognized employee association through its representative. The grievance states there has been a violation, misinterpretation, or inequitable application of any existing agreement, contract, policy, rule or regulation of the Cooperative Board. Negotiations for, or a disagreement over a non-existing agreement, contract, policy rule or regulation is not a "grievance."
2. An "aggrieved person" is the person or group of persons filing the grievance.
3. "Board" means the Northeast Educational Services Cooperative Board of Directors.
4. "Days" shall mean business days unless otherwise specified.
5. Sample forms for this policy can be found in the appendix of this document.

B. Purpose:

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the grievance which may from time to time arise between employees and the Cooperative and to facilitate this purpose, these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted is not inconsistent with the terms of any settlement with the employee association then in effect. The employee or the administrator involved in the grievance may be represented by a representative at such an informal discussion only by the mutual consent of the employee and the appropriate member of the administration.

C. Procedure:

1. It is important the grievances be processed as rapidly as possible. The number of days indicated at each level shall be the maximum and every effort should be made to expedite the process.
2. If appropriate action is not taken by the employee within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified herein may be extended by the mutual agreement, provided the time extension is requested within the time limits provided in the Article.
3. If an employee does not file a grievance in writing with the Cooperative Director within twenty 20 days after the employee knew, or should have known, of this act or condition on which the grievance is based, the grievance shall be considered as having been waived.
4. In order to affect a rapid grievance process, minutes from all NESC board meetings shall be made available to NESC employees within ten business days.
5. All grievances need to start at Level One-Cooperative Director.

D. Informal Procedures:

If an employee feels he/she has a grievance, he/she shall first discuss the matter with the Cooperative Director in an effort to resolve the problem.

E. Formal Procedure:

Level One - Cooperative Director

1. If an aggrieved person is not satisfied with the disposition of his/her problems through informal procedures, he/she will submit his/her grievance in writing.

2. A signed copy of this written grievance shall be given to the Cooperative Director.
3. The Director, within five (5) days upon receipt of the grievance shall render his decision in writing to the aggrieved person.

Level Two - Board of Directors

1. If the grievance is heard at Level One and if the aggrieved person or the Board is not satisfied with disposition of the grievance at Level One, or if no written decision has been rendered within five (5) days, he/she will within five (5) days thereafter, resubmit the grievance to the Board of Directors. A signed copy of this written grievance shall be given by the employee to the Cooperative Director and NESC Board of Directors' Chairperson.
2. At its next meeting, or at a time mutually agreed upon by the parties, the board or the designated agent shall hold a hearing on the grievances. The decision of the board shall be rendered in writing within five (5) days after the hearing.

Level Three

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two or if no written decision has been rendered within the time period set forth in the preceding paragraph, he/she may within ten (10) days after receipt of the written decision is due, whichever is earlier, appeal to the Department of Labor, pursuant to SDCL 3-18-15.2. The conclusion of this paragraph is that this Grievance Procedure shall not constitute a waiver by either party of its rights to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

F. Miscellaneous

1. If, in the course of investigation of any grievance by representatives of the complainant, such investigation requires their presence in a school building; they shall report immediately to the principal of such building being visited and state the purpose of the visit.
2. Interruption of regularly assigned duties or activities shall be avoided and students shall not be included in any phase of the grievance procedure except with the mutual consent of both parties.
3. Any party or parties in interest shall appear and may be represented at formal Levels I and II of the grievance procedure by one representative. When the representative is not a member of the employee organization, the employee organization shall have the right to state its views at the formal Levels I and II of the grievance procedures except when the aggrieved person specifically requests the exclusion of all but the parties in interest and their respective representatives.
4. Meetings and hearings under this procedure shall not be conducted in public and shall include such parties in interest and their designated or selected representatives here-to- fore referred to in this grievance procedure.
5. When it is necessary for a party or parties in interest to attend a board meeting or a hearing called during the working day, the Cooperative Director shall so notify the party or parties in interest, principals, or immediate supervisor, and the party or parties in interest shall be released without loss of pay for such time as their attendance is required at such meetings or hearings.
6. At all hearings conducted under this procedure, the aggrieved person and the administrative representative may call witnesses and present evidence that is relevant to the matter being considered. The board may request that other witnesses be called for questioning by the parties.

At Level Two, the hearing shall consist of an opportunity for the grievance to be heard with appropriate testimony and supporting documentation, followed by an opportunity for the NESC representative to present their case in a similar manner. Questions may be asked at any time by the hearing officer. All parties shall have the right to be present during presentations to the Board or questions by the Board. While the Board is in deliberation, both parties shall leave the room and await further instruction.

ARTICLE XII NEGOTIATIONS

Negotiations is the process through which the employee association through its representatives and the Board of Directors meet freely to openly exchange views with each other. Both parties agree to meet at reasonable times and places and to negotiate in a good-faith effort to reach an agreement.

A. Formal Negotiation Procedure

1. The employee association and/or the Board of Directors, through its representatives, can request in written form to begin negotiations. The employee association or the Board of Directors will respond in writing within (10) days acknowledging receipt of the request to begin negotiations. A mutually convenient time and place for a meeting will be scheduled. The first negotiations meeting shall take place within (20) days of the receipt of the request. However, this 20 day deadline can be extended with mutual agreement between the Board of Directors and the employee association.
2. Representation: Members of the Board of Directors or their designated representatives, and representatives named by the Association shall meet for the purpose of negotiating. Neither party will attempt any control over the other's selection of its representatives. Consultants may be called upon by either party and utilized in the negotiations of any matter being considered by the negotiation team.
3. Subject of Negotiation: The negotiation team shall meet and negotiate with respect to grievance procedures and conditions of employment as under S.D.C.L. 3-18-2.
4. Study Committees: When the negotiation teams mutually agree to appoint ad hoc study teams for research, study, and development of reports, such committee shall report their findings only to the negotiation team while in joint session.
5. Exchange of Information: The Board and the Association agree to cooperate in collecting and sharing such information as will assist both parties in developing intelligent, feasible, and constructive proposals.
6. Meetings: The negotiations team shall schedule all meetings to avoid conflicts with the school duties of the Association representatives, or release time shall be arranged when meetings are held during school hours. All meetings will be closed.
7. Settlement: When a tentative settlement is reached by the negotiating teams, it should be then made in writing and submitted to the Association and to the Board. Any settlement approved by the Board shall be entered into the official minutes of the Board and shall thereupon constitute a revision of the Cooperative policy. Provision of the settlement shall be reflected in the individual contract or statement of condition of service as submitted to the employees.
8. General membership meetings of Units 1 and Unit 2 may be scheduled for 5:00 p.m. Certified service providers may leave their building/duties. In time to attend a 5:00p.m. meeting.

B. Impasse. Either party may declare impasse pursuant to South Dakota Codified Law.

**ARTICLE XII
DURATION AND EFFECT OF AGREEMENT**

- A. Separability: If any provision of this Agreement or any application of this Agreement is held to be contrary to law, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall continue in full force and effect. The provisions of this Agreement are not intended to relinquish rights that are already granted to the Association through law.
- B. Notice: Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by written notice at the following designated addresses or at such other address as may be designated by a part in written notification to the other party: NESC, PO Box 327, Hayti, SD 57241.
- C. This Agreement supersedes and cancels all previous collective bargaining agreements between the Board and NESCEA, unless expressly stated to the contrary herein, and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

This agreement shall remain in full force and effect from July 1, 2026 and shall continue in effect until midnight June 30, 2027. If a successor agreement has not been reached before the termination date, then the current agreement will remain in full effect until the implementation of such successor agreement.

NESC Board Chairperson

Date

Unit 2 Representative

Date

**Actual Years of Experience, Education, Salary, & FTE
As of June 30, 2026**

Academic Evaluator	Years of Experience	Education	2026-27 Salary	FTE
Bingen, Sara	13	MA	\$ 59,889.72	1.0 (176 Days)
Early Childhood Teachers				
Jensen, Deb	31	BA + 30	\$ 69,614.60	1.0 (176 Days)
Landmark, Teresa	21	BA + 30	\$ 63,645.60	1.0 (176 Days)
Lindner, Wendi	31	BA + 30	\$ 69,614.60	1.0 (176 Days)
Wiley, Lori	34	MA	\$ 72,164.60	1.0 (176 Days)
Pathways Teachers				
Lather, Chris	14	MA	\$ 64,254.76	1.0 (176 Days)
Odegaard, Morgan	3	BA	\$ 52,350.00	1.0 (176 Days)
Swenson, Cody	5	BA	\$ 55,160.20	1.0 (176 Days)
Speech-Language Pathology				
Deutsch, Jennifer	29	CCC-SLP	\$ 81,519.34	1.0 (176 Days)
Dubro, Angel	20	BA + 30	\$ 54,767.11	0.86 (151.36 Days)
Freeman, Marisa	10	CCC-SLP	\$ 68,260.06	1.0 (176 Days)
Giese, Leah	7	CCC-SLP	\$ 67,095.34	1.0 (176 Days)
Hansen, Heather	13	CCC-SLP	\$ 70,039.21	1.0 (176 Days)
Johnson, Alysha	11	CCC-SLP	\$ 34,324.16	0.5 (88 Days)
Lerwick, Ashley	16	CCC-SLP	\$ 72,167.58	1.0 (176 Days)
Liljegren, Megan	10	CCC-SLP	\$ 68,260.06	1.0 (176 Days)
Lindgren, Tori	7	SLPA	\$ 42,529.26	1.0 (176 Days)
Mattern, Mallorie	5	SLPA	\$ 41,303.40	1.0 (176 Days)
Meyer, Danielle	10	CCC-SLP	\$ 68,260.06	1.0 (176 Days)
Nedved, Nicole	4	CCC-SLP	\$ 65,930.61	1.0 (176 Days)
Rus, Brandi	8	SLPA	\$ 43,142.19	1.0 (176 Days)
Schmidt, Rochelle	30	BA + 30	\$ 69,613.81	1.0 (176 Days)
Schwinger, Mindy	16	CCC-SLP	\$ 72,167.58	1.0 (176 Days)
Tiefenthaler, Deb	35	CCC-SLP	\$ 84,915.08	1.0 (176 Days)
Technology				
Boyd, Brenda	30	BA + 30	\$ 24,957.70	0.335 (67 Days)

APPENDIX

**GRIEVANCE FORMS
EVALUATION INSTRUMENTS**

REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL I

(To be completed by the aggrieved person)

Date of Presentation to Cooperative Director _____

Name of Aggrieved Person: _____

Home Address: _____

Nature of Grievance: _____

Settlement Requested: _____

Signature (Aggrieved Person): _____

Date: _____

REPLY TO LEVEL I GRIEVANCE

Date Grievance Was Received by Director _____

Date Reply Sent to Aggrieved Person: _____

Name of Aggrieved Person: _____

Home Address: _____

Decision of Cooperative Director: _____

Signature (Cooperative Director): _____

Date: _____

REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL II

Copies of request for Settlement of Grievance Level I and the reply must be attached.

Date of Presentation to Board of Directors _____

Name of Aggrieved Person: _____

Home Address: _____

Date of Reply to Level One Grievance: _____

State reason for Submission of Grievance to Level II _____

Settlement Requested: _____

Signature (Aggrieved Person): _____

Date: _____

REPLY TO LEVEL II GRIEVANCE

Copies of Request for Settlement of Grievance Level I and the reply must be attached.

Date Grievance Was Received by Board of Directors _____

Date Reply Sent to Aggrieved Person: _____

Name of Aggrieved Person: _____

Home Address: _____

Decision of Board of Directors: _____

Signature (President of Board of Directors): _____

Date: _____

Evaluation Instruments

NESC ECSE Teacher Evaluation Summary

Employee:
Supervisor:
School Year:

Rating Scale: 1 – Unsatisfactory
2 – Basic
3 – Proficient
4 – Distinguished

NESC ECSE Teacher Evaluation Rubric Criterion		Rating	Comments
Planning and Preparation	1A	Guide eligibility decisions and prepare the eligibility determination documents for the children served.	
	1B	Write IEPs and the associated paperwork for children eligible for special education, based on individual needs.	
	1C	Contribute to the development of IFSPs.	
	1D	Create and update a schedule of services, keeping the stakeholders notified.	
Environment	2A	Model, teach, and counsel parents regarding how to increase the child's independence and developmental wellness.	
	2B	Deliver special education services in the least restrictive environment to the maximum extent appropriate.	
Service Delivery	3A	Conduct developmental screenings.	
	3B	Serve as a Child Find contact on behalf of member school districts, documenting new referrals, communicating with the LEA, and responding on the LEA's behalf appropriately. Coordinate evaluations with other professionals.	
	3C	Administer developmental, achievement, and skill-based evaluations and generate the related reports.	
	3D	Provide therapy to stimulate growth in developmental areas, linking instructional activities to program goals.	
Professional Responsibilities	4A	Maintain special education records in accordance with State requirements and the practices of member school districts.	
	4B	Prepare information for Indicators 11 and 12 for one's own caseload.	
	4C	Transmit calendars, schedules, caseloads, ESY data, Medicaid logs, vehicle mileage logs, evaluation data, indicators, and inventory reports when requested.	
	4D	Perform other, reasonably-related duties as assigned.	

Employee's Signature	Supervisor's Signature
Date	Date
I hereby acknowledge that this document has been discussed with me, and I have received a copy. I have been given the opportunity to attach written comments.	I hereby acknowledge that I have discussed this document with the named employee, presented the employee a copy, and offered the employee the opportunity to include written comments.

NESC Pathways Teacher Evaluation Summary

Employee:
Supervisor:
School Year:

Rating Scale: 1 – Unsatisfactory
2 – Basic
3 – Proficient
4 – Distinguished

NESC Pathways Evaluation Rubric Criterion		Rating	Comments
Planning and Preparation	1A	Write IEPs and the associated paperwork for children eligible for special education, based on individual needs.	
	1B	Serve as special education case manager for students assigned to the pathways program, coordinating evaluations, services, and quarterly progress reports with other professionals.	
Environment	2A	Identify and pursue opportunities for pathways students to be integrated back into the classroom or community, including Project Skills placements (if appropriate).	
	2B	Promote good behavior by students in the school and community.	
Service Delivery	3A	Administer diagnostic evaluations, including skill-based assessment and transition assessment, and generate the related reports.	
	3B	Deliver specialized instruction to meet the individual needs of students assigned to the pathways program.	
	3C	Transport pathways students between home and the school or community site.	
	3D	Teach and counsel parents regarding how to increase their child's independence and developmental wellness.	
Professional Responsibilities	4A	Train and supervise pathways paraprofessionals, utilizing them to assist in the provision of special education for pathways students.	
	4B	Maintain special education records in accordance with State requirements and the practices of member school districts.	
	4C	Transmit calendars, schedules, caseloads, ESY data, Medicaid logs, vehicle mileage logs, evaluation data, and inventory reports when requested.	
	4D	Perform other, reasonably-related duties as assigned.	

<p>Employee's Signature _____ Date _____</p> <p>I hereby acknowledge that this document has been discussed with me, and I have received a copy. I have been given the opportunity to attach written comments.</p>	<p>Supervisor's Signature _____ Date _____</p> <p>I hereby acknowledge that I have discussed this document with the named employee, presented the employee a copy, and offered the employee the opportunity to include written comments.</p>
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NESC SLP Evaluation Summary

Employee:
Supervisor:
School Year:

Rating Scale: 1 – Unsatisfactory
2 – Basic
3 – Proficient
4 – Distinguished

NESC SLP Evaluation Rubric Criterion		Rating	Comments
Planning and Preparation	1A	Guide eligibility decisions and prepare the eligibility determination document when the category of eligibility is 550, 545, or 515.	
	1B	Write IEPs and the associated paperwork for children eligible for special education, based on individual needs.	
	1C	Contribute to the development of IFSPs.	
	1D	Create and update a schedule of services, keeping the stakeholders notified.	
Environment	2A	Model, teach, and counsel parents regarding how to promote growth in communication and independence for the child.	
	2B	Deliver special education services in the least restrictive environment to the maximum extent appropriate.	
Service Delivery	3A	Participate in developmental screenings.	
	3B	Serve as a Child Find contact on behalf of member school districts, documenting new referrals, communicating with the LEA, and responding on the LEA's behalf appropriately. Coordinate evaluations with other professionals.	
	3C	Administer professional evaluations and generate the related reports.	
	3D	Diagnose and remediate impairments in speech-language areas, linking instructional activities to program goals.	
	3E	Conduct universal hearing screenings.	
Professional Responsibilities	4A	Supervise speech-language pathology assistants.	
	4B	Maintain special education records in accordance with State requirements and the practices of member school districts.	
	4C	Prepare information for Indicators 11 and 12 for one's own caseload.	
	4D	Transmit calendars, schedules, caseloads, ESY data, Medicaid logs, vehicle mileage logs, evaluation data, indicators, and inventory reports when requested.	
	4E	Perform other, reasonably-related duties as assigned.	

<p>Employee's Signature _____ Date _____</p> <p>I hereby acknowledge that this document has been discussed with me, and I have received a copy. I have been given the opportunity to attach written comments.</p>	<p>Supervisor's Signature _____ Date _____</p> <p>I hereby acknowledge that I have discussed this document with the named employee, presented the employee a copy, and offered the employee the opportunity to include written comments.</p>
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NESC SLPA Evaluation Summary

Employee:
Supervisor:
School Year:

Rating Scale: 1 – Unsatisfactory
2 – Basic
3 – Proficient
4 – Distinguished

NESC SLP Evaluation Rubric Criterion		Rating	Comments
Planning and Preparation	1A	Demonstrate knowledge and skill about SLPA service delivery, including State regulations and guidelines.	
	1B	Create and update a schedule of services, keeping the stakeholders notified.	
Environment	2A	Model, teach, and counsel parents regarding how to promote growth in communication and independence for the child.	
	2B	Deliver special education services in the least restrictive environment to the maximum extent appropriate.	
Service Delivery	3A	Deliver speech-language pathology interventions, following documented treatment protocols established by the supervising SLP and linking instructional activities to program goals.	
	3B	Conduct universal hearing screenings without clinical interpretation.	
	3C	Participate in developmental screenings without clinical interpretation.	
Professional Responsibilities	4A	Communicate student progress and potential issues to supervising SLP.	
	4B	Maintain special education records in accordance with State requirements and the practices of member school districts.	
	4C	Transmit calendars, schedules, caseloads, ESY data, Medicaid logs, vehicle mileage logs, evaluation data, and inventory reports when requested.	
	4D	Perform other, reasonably-related duties as assigned.	

<p>Employee's Signature _____ Date _____</p> <p>I hereby acknowledge that this document has been discussed with me, and I have received a copy. I have been given the opportunity to attach written comments.</p>	<p>Supervisor's Signature _____ Date _____</p> <p>I hereby acknowledge that I have discussed this document with the named employee, presented the employee a copy, and offered the employee the opportunity to include written comments.</p>
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EVALUATION OF Teaching & Learning Specialists

Staff Evaluation for

Date

1. What are your strengths as a professional development/ school improvement specialist?
2. What are your areas of need as a professional development/ school improvement specialist? What do you think you need to improve upon?
3. How do you rate your communication skills?
 - ▶ In general?
 - ▶ With districts that you serve?
 - ▶ With other ESA personnel?
 - ▶ With your supervisor?
4. What do you like about your position?
5. What do you dislike about your position?
6. Questions concerning policies and/or procedures:
7. General concerns or comments:

Work Documentation

How does the work documentation that you have submitted relate to our workplan?

District Evaluation of Services

Professional Goals for the future

Site visits, evaluation, work documentation

Northeast Educational Services Cooperative
Advisory Board Meeting
Wednesday, April 8, 2026

The Advisory Board for the Northeast Educational Services Cooperative (NESC) met Wednesday, April 8, 2026 at Lake Area Technical College in Watertown, South Dakota. The meeting was called to order by Chairman C. Lee at 10:05 A.M. and adjourned at 10:46 A.M.

Present: Brian Sampson, Arlington; Steve Benson, Britton-Hecla; Travis Ahrens, Clark; Abi Van Regenmorter, DeSmet; Chad Schiernbeck, Deuel; Paul Von Fischer, Estelline; Mitch Reed, Florence—entered at 10:08 A.M.; Jim Hulscher, Hamlin; Mike Ruth, Iroquois; Dawn Hoeke, Oldham/Ramona/Rutland (ORR); Laura Schuster, Sioux Valley; Chris Lee, Willow Lake

Absent: Angela Keszler, Castlewood; Skyler Frederick, Deubrook; Kory Foss, Elkton; Nadine Eastman, Enemy Swim; Todd Obele, Henry; Dana Felderman, Lake Preston; Christopher Folk, Rosholt; Mike Schmidt, Summit; Scott Lepke, Waubay; Jon Meyer, Waverly/South Shore; Jim Block, Webster
Nicholas Olson, Wilmot

Others Attending: Anneke Nelson, Director; Tiffany Stormo, Business Manager; Assistant Director Tim Frewing

ADVISORY BOARD AGENDA

Call to Order

Chairman C. Lee called the meeting to order at 10:05 A.M.

Financial Report

Business Manager Stormo reviewed the financial report for March 2026.

Motion by B. Sampson and second by L. Schuster to approve February 2026 financial report. All present voting in favor, motion carried.

Board of Directors

Director Nelson reviewed the March 2026 BOD meeting minutes.

Assistant Director and Business Manager Updates

Director Nelson updated the board on new hires for Assistant Director and Business Manager.

Courseware for new APEX

Assistant Director Frewing requested Courseware purchase commitments be submitted by April 24, 2026.

Aspen Training

Assistant Director requested for Aspen training commitments be submitted by April 10, 2026.

Drug and Alcohol Updates

Assistant Director Frewing shared information on the drug and alcohol pool.

Behavior Specialist Results

Director Nelson shared the survey results regarding the BCBA.

Comprehensive Plan Re-Certification

Director Nelson shared information on the comprehensive plan. These need to be submitted by June 30, 2026.

Sped Forms

Director Nelson shared discussed information regarding SpEd Forms.

Open Discussion

Further discussion was held on the NESC building.

Adjournment

There being no further business, motion by S. Benson, second by D. Hoeke to adjourn. All present voting in favor, motion carried.

Tiffany Stormo, Business Manager

NESC 2026-2027 CALENDAR

July 3 - non-work day
July 20 - NESC Board Meeting

July 2026						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	22	23	24	25	26
27	28	29	30	31		

January 2027						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 1 - non-work day.
January 15 - NESC Inservice
January 18 - NESC Board Meeting

August 10 - New Staff Orientation
August 11 - NESC Inservice
August 17 - NESC Board Meeting

August 2026						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
31	31					

February 2027						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

February 15 - NESC Board Meeting

Sept. 7 - non-work day
Sept. 21 - NESC Board Meeting

September 2026						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

March 2027						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

March 15 - NESC Board Meeting
March 26 - Non-work day
March 29 - Non-work day

October 19 - NESC Board Meeting

October 2026						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 2027						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

April 19 - NESC Board Meeting

Nov 16 - NESC Board Meeting
Nov 26-27 - Non-work day

November 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2027						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

May 17 - NESC Board Meeting
May 31 - Non-work day
May 21 - NESC Inservice

Dec. 21 - NESC Board Meeting
Dec. 24-25 - Non-work day
Dec. 31 - Non-work day

December 2027						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2027						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

June 18 - Non-work day
June 21 - NESC Board Meeting

Non-Work Day *NESC Unit 1 and Unit 2 employees have 2 floating Spring Break non-work days*
NESC Inservice

2025-2026 PATHWAYS LEARNING CENTERS TUITION SLIDING SCALE RATES									
April Sliding Tuition Scale									
BASE RATE =	\$6,599.57								
School District	FTE	# Placements	108.00%	102.50%	90.00%		TUITION		April 1 Sliding Tuition Scale
Castlewood		4.00							1ST PLACEMENT \$7,127.54 2ND PLACEMENT \$6,764.56 3RD PLACEMENT \$5,939.61
Student 1	100.00%		\$7,127.54						
Student 2	100.00%			\$6,764.56					
Student 3	100.00%				\$5,939.61				October 1 Tuition Scale
Student 4	100.00%				\$5,939.61				1ST PLACEMENT \$57,849.60 2ND PLACEMENT \$47,441.52 3RD PLACEMENT \$39,550.73
Total:			\$7,127.54	\$6,764.56	\$11,879.23		\$25,771.33		
DeSmet		1.00							
Student 1	100.00%		\$7,127.54						Per Month Difference
Total:			\$7,127.54	\$0.00	\$0.00		\$7,127.54		1ST PLACEMENT -\$2,863.97 2ND PLACEMENT -\$1,889.00 3RD PLACEMENT -\$1,424.72
Deuel		2.00							
Student 1	100.00%		\$7,127.54						
Student 2	100.00%			\$6,764.56					
Total:			\$7,127.54	\$6,764.56	\$0.00		\$13,892.10		
Florence		1.00							
Student 1	100.00%		\$7,127.54						Castlewood CB
Total:			\$7,127.54	\$0.00	\$0.00		\$7,127.54		Castlewood Student 1 Castlewood Student 2 Castlewood Student 3
Hamlin		6.50							
Student 1	100.00%		\$7,127.54						Deuel Student 1 Deuel Student 2
Student 2	100.00%			\$6,764.56					Sioux Valley Student 1 Sioux Valley Student 2 Sioux Valley Student 3
Student 3	100.00%				\$5,939.61				
Student 4	50.00%				\$2,969.81				
Student 5	100.00%				\$5,939.61				
Student 6	100.00%				\$5,939.61				
Student 7	100.00%				\$5,939.61				Hamlin CB
Total:			\$7,127.54	\$6,764.56	\$26,728.26		\$40,620.36		Hamlin Student 1 Hamlin Student 2 Hamlin Student 3 Hamlin Student 4 Hamlin Student 5 Hamlin Student 6 Hamlin Student 7 Castlewood Student 4
Lake Preston		1.00							
Student 1	100.00%		\$7,127.54						
Total:			\$7,127.54	\$0.00	\$0.00		\$7,127.54		
Sioux Valley		3.00							
Student 1	100.00%		7,127.54						
Student 2	100.00%			\$6,764.56					
Student 3	100.00%				\$5,939.61				
Total:			\$7,127.54	\$6,764.56	\$5,939.61		\$19,831.71		Lake Preston CB DeSmet Student 1 Lake Preston Student 1 Willow Lake Student 1
Waubay		2.00							
Student 1	100.00%		\$7,127.54						
Student 2	100.00%			\$6,764.56					
Total:			\$7,127.54	\$6,764.56	\$0.00		\$13,892.10		Webster CB Florence Student 1 Waubay Student 1 Waubay Student 2 Webster Student 1 Webster Student 2 Webster Student 3 Webster Student 4
Webster		4.00							
Student 1	100.00%		\$7,127.54						
Student 2	100.00%			\$6,764.56					
Student 3	100.00%				\$5,939.61				
Student 4	100.00%				\$5,939.61				
Total:			\$7,127.54	\$6,764.56	\$11,879.23		\$25,771.33		
Willow Lake		1.00							
Student 1	100.00%		\$7,127.54						
Total:			\$7,127.54	\$0.00	\$0.00		\$7,127.54		4 Teachers 20 Paraprofessionals
							Total Tuition	\$168,289.07	
							Tuition Requested	\$168,289.07	
							Difference	(\$0.00)	
# of Placements:		25.50							

NORTHEAST EDUCATIONAL SERVICES COOPERATIVE

Contracts To Be Offered

ESY (Extended School Year)

Date Contracts to be Offered: April 21,2026

Instruction / Speech Therapy/ Para Educators

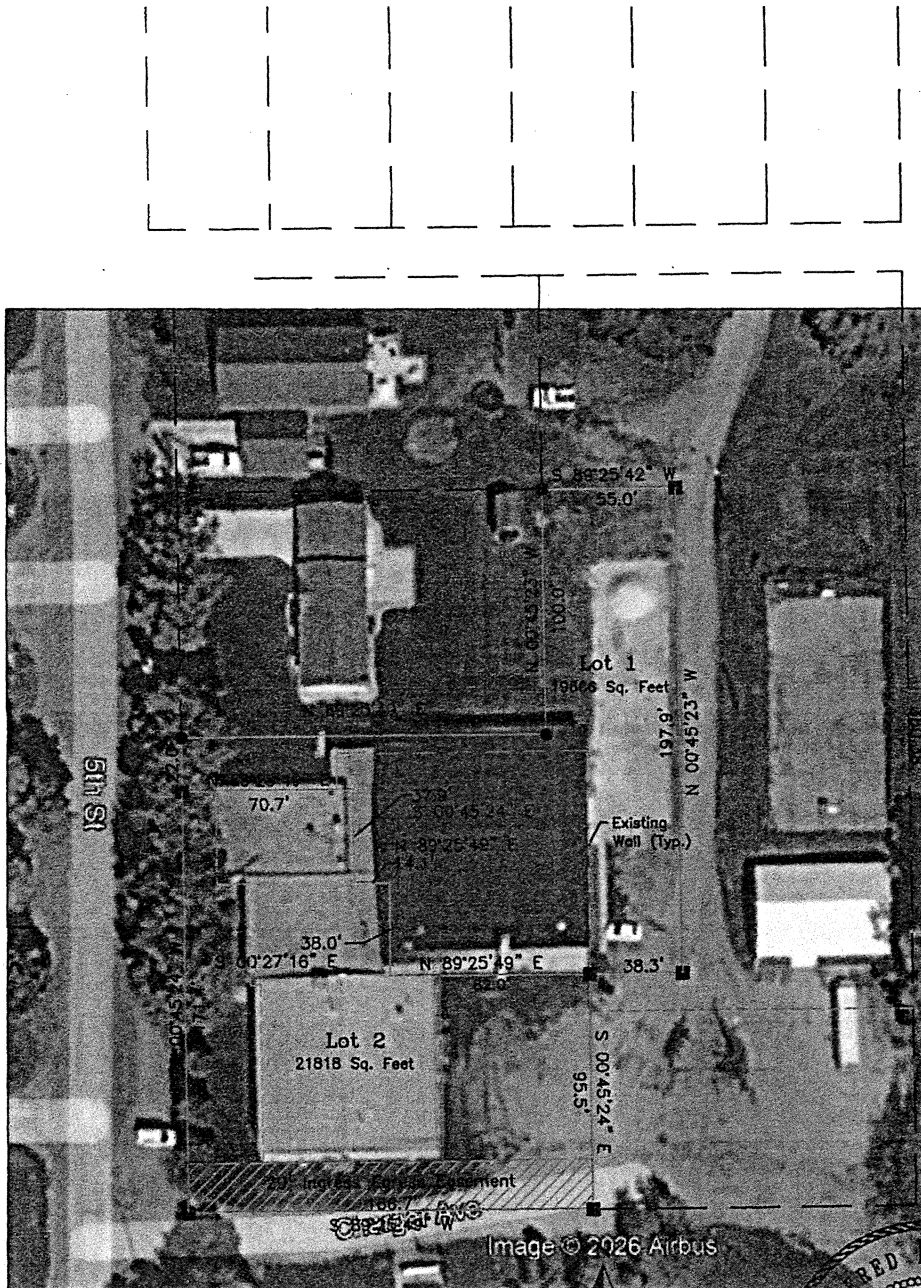
Hourly Wage

Gabriella Blees	\$35.50
Jen Deutsch	\$57.29
Angel Dubro	\$44.63
Marisa Freeman	\$47.88
Leah Giese	\$47.05
Robin Gigov	\$44.97
Heather Hansen	\$49.14
Deb Jensen	\$48.84
Alysha Johnson	\$48.15
Kayla Klocker	\$19.00
Abygail Krog	\$35.50
Teresa Landmark	\$44.60
Chris Lather	\$45.03
Megan Liljegren	\$47.88
Wendi Lindner	\$48.84
Baily Mack	\$21.40
Emily Martian	\$41.69
Danielle Meyer	\$48.36
Nicole Nedved	\$46.22
Kim Olson	\$38.87
Leslie Olson	\$19.10
Kate Rich	\$18.00
Rochelle Schmidt	\$48.84
Mindy Schwinger	\$50.65
Riley Seeds	\$35.50
Kelly Short	\$36.24
Amanda Stulken	\$35.50
Cody Swenson	\$38.57
Deb Tiefenthaler	\$59.71
Tiffany Tschakert	\$19.60
Angie Wegner	\$44.87
Lori Wiley	\$50.65
Shyla Wilson	\$18.00

CHARGER SCHOOL LOT SECOND ADDITION

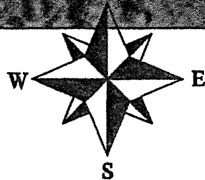
To the Town of Hayti, in the County of Hamlin, South Dakota.

Charger School Lot Second Addition is a replat of a portion of School Lot to the Town of Hayti, and shall vacate that portion of School Lot recorded in Book A of Plats, Page 223, in the Office of the Register of Deeds, Hamlin County, South Dakota.



MACK Land Surveying LLC
Marty Mack
 Registered Land Surveyor
 Certified Professional Surveyor

Cell: (605) 880-3108 • Phone: (605) 878-2007
 808 South Maple • Watertown, SD 57201
 macklandsurveying@gmail.com



March, 2026
 Scale: 1"=60'
 ● Monument Recovered
 ■ Monument Set

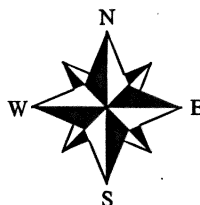
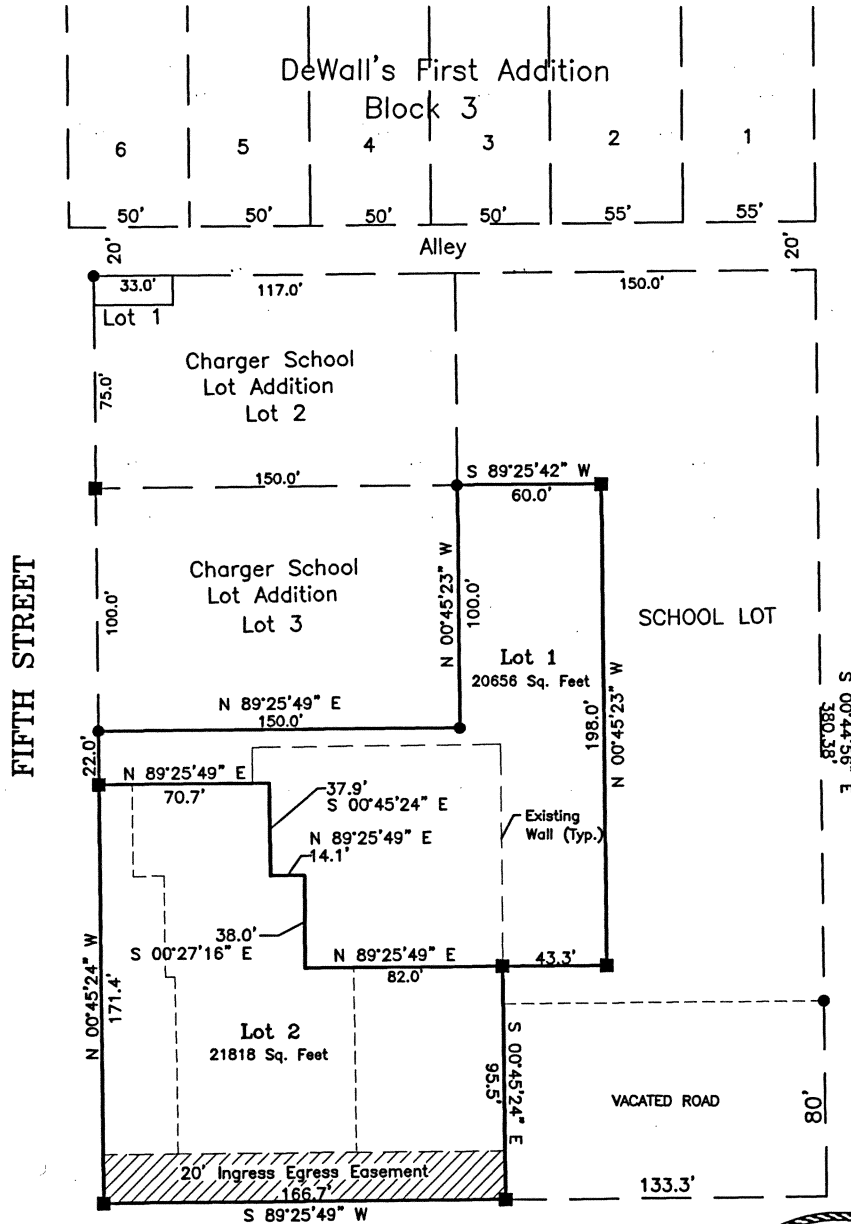


Registered Land Surveyor

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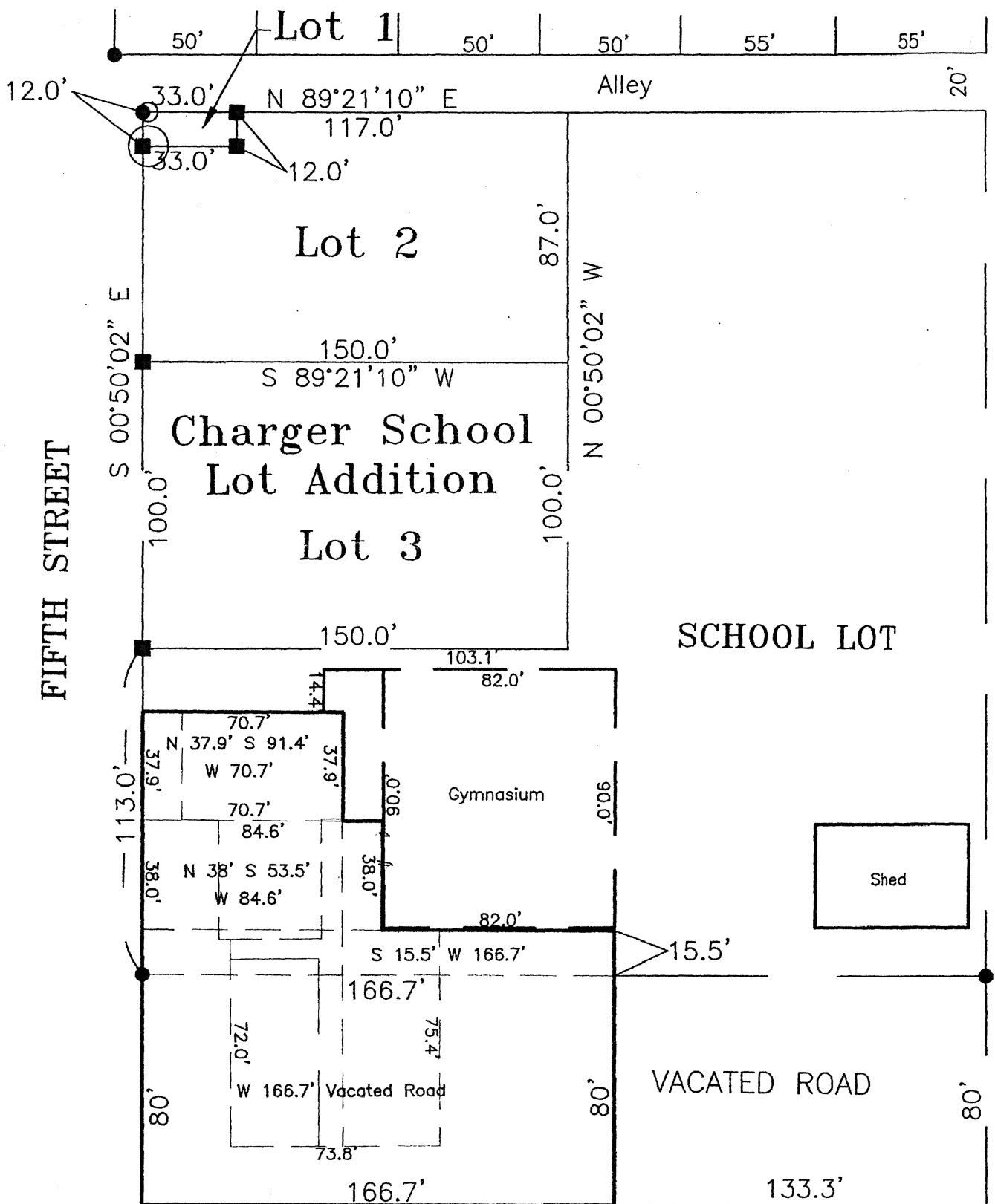
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Registered Land Surveyor



FIFTH STREET

Lot 1

Lot 2

Lot 3

Charger School
Lot Addition

SCHOOL LOT

Gymnasium

Shed

Vacated Road

VACATED ROAD

Alley

50' 50' 50' 55' 55'

N 89°21'10" E

S 00°50'02" E

N 00°50'02" W

S 89°21'10" W

S 15.5' W 166.7'

N 37.9' S 91.4'
W 70.7'

N 38' S 53.5'
W 84.6'

W 166.7'

166.7'

133.3'

113.0'

113.0'

80'

80'

80'

20'

117.0'

87.0'

100.0'

150.0'

103.1'

82.0'

70.7'

70.7'

72.0'

75.4'

73.8'

14.4'

37.9'

37.9'

38.0'

38.0'

80'

15.5'

12.0'

33.0'

33.0'

12.0'

**NORTHEAST EDUCATIONAL SERVICES COOPERATIVE
BOARD OF DIRECTORS MEETING
Monday, April 20, 2026 7:00 P.M.**

1. Call to order
2. Introduction of guests _____

3. Agenda review, changes and approval
4. Public comment
 - a. Letter from Shelly Skogstad
5. Conflict of Interest
6. Approval of March 2026 financial report
7. Consent Agenda
 - a. Approve of March 16, 2026 meeting minutes

 - b. Approve April 2026 budget claims

 - c. Approval of Unit 1 Master Negotiated Agreement

 - d. Approval of Unit 2 Master Negotiated Agreement

 - e. Resignation Grace Einrem, Paraprofessional, Hamlin Pathways

 - f. Resignation Abby Kramer, Paraprofessional, Webster Pathways

 - g. Resignation Christina Flora, Educational Evaluator

 - h. Approval of contract for Danielle Meyer, Speech-Language Pathologist @\$68,260.06

 - i. Approval of contract for Amy Yost, Education Specialist – RDA @\$96,441.54

 - j. Approval of contract for Alicia Schoenhard, Education Specialist – RDA @\$83,183.49

 - k. Approval of contract for Bre Schwandt, Assistant Director @\$75,000

 - l. Approval of contract for Hunter Lee, Business Manager @\$65,000

8. Discussion Items

a. FY 26 Preliminary Budget

b. Assistant Director's Report

c. Director Report

d. Board of Advisor's Report

e. NESC Calendar

f. Final Pathways Tuition Rates for Fy 26

9. Executive Session

a. SDCL 1-25-2(4) Negotiations

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

10. Action items

a. Approve 2026 ESY Provider Rates

b. Approve NESC Calendar

c. Approve Final Pathways Tuition Rates for FY26

d. Approval of set salary for classified personnel (Office personnel, paraprofessionals and custodians)

e. Approval to offer contracts to Unit 1, Unit 2, classified staff, and extended school year personnel

f. Approval of Director's salary

g. Approval of Interim Contract for Hunter Lee

11. Adjourn

The next meeting will be held on May 18, 2026 at 7:00pm at LATC