

# NORTHEAST EDUCATIONAL SERVICES COOPERATIVE

## **Unit 1 Negotiated Agreement**

2025-2026

(PHYSICAL THERAPISTS, OCCUPATIONAL THERAPISTS,  
CERTIFIED OCCUPATIONAL THERAPY ASSISTANTS, SCHOOL  
PSYCHOLOGISTS, PSYCHOLOGICAL EXAMINERS, AND  
PHYSICAL THERAPY ASSISTANTS)

**Anneke Nelson, Director**

**Tim Frewing, Assistant Director**

**Tiffany Stormo, Business Manager**

**ARTICLE I  
PREAMBLE AND RECOGNITION OF BARGAINING UNIT**

This contract is entered into this 16<sup>th</sup> day of June, 2025, by and between the Northeast Educational Services Cooperative Education Association (NESCEA) bargaining unit one [Assisting Students and Providers (ASAP), includes physical therapists, occupational therapists, certified occupational therapy assistants, school psychologists, psychological examiners, and physical therapy assistants], herein called "ASAP", 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. Adopted grievance procedure will be followed.

**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 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 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 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 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 will be added to the yearly salary if 15 graduate credits are

earned meeting the following criteria:

- a. Credits must be university transcribed credits in graduate studies related to the field of education.
  - b. Increments will be in +15, +30, +degree.
  - c. Credits must be approved by NESC Administration.
  - d. NESC Administration must be notified prior to July 1<sup>st</sup>.
4. Current employees' salaries that may be inconsistent due to similar years of experience may not be reconciled through this policy.
  5. 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 material and significant change in the contract for the forthcoming year.
  - F. Employees must cover their own ESY (Extended School Year) assignments. However, if cost effective coverage can be secured, NESC Administration can excuse an individual from ESY services.
  - G. An employee who administers the ADOS-2 in a district for which they are not currently assigned will be compensated \$100 per administration.
  - H. If a school psychologist is assigned to supervise a psychological examiner, the supervising school psychologist will be compensated \$1,000 per psychological examiner.
  - I. If a school psychologist is assigned to supervise a school psychology student intern, the supervising school psychologist will be compensated \$2,000 per intern.
  - J. Any Unit 1 employee certified by the Behavior Analyst Certification Board as a Board Certified Behavior Analyst will be compensated an additional \$5,000.00 annually or an amount prorated to the employee's FTE.
  - K. Employees who provide substitute coverage for more than two weeks will be compensated at a rate of \$25 per hour. Employees will submit a timesheet documenting the hours worked. Four hours will equal a half-day and 8 hours will equal a full day. Substitute coverage and an estimate of substitute hours will be approved by the Director prior to beginning the coverage.

### **ARTICLE III EMPLOYEE WORK DAY**

#### **A. Definitions**

The base location shall be defined as the NESC member school nearest to the employee's residence.

Direct service providers are defined as occupational therapists, certified occupational therapy assistants, physical therapists, and physical therapy assistants.

#### **B. Minimum Work Day**

##### **1. Beginning of Work Day**

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 residence any earlier than would have been necessary to arrive at the base location by 8:30 AM.

##### **2. End of Work Day**

Unit 1 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.

Alternative work day schedules may be submitted to 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.

This section establishes the minimum work day 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 which consume employees' time, exceeding this minimal time. This section only controls the time required on site for its own sake.

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 A.M. or later than 5:00 P.M.

D. 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.

E. Working at Home

Days worked remotely or at other, non-standard work sites apply toward contracted work days with the prior approval of the NESC Director or employee's department supervisor.

F. Weather Cancellations

Employees are not required to make up hours or days missed due to school district weather cancellations (except possibly for Birth to 3 services). However, if any assigned districts add student days to their school calendar to make up for weather cancellations, employees must make up those extra days as needed, according to the weekly schedule already established.

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

**ARTICLE IV  
DAYS OF LEGAL DISCONTINUANCE**

A. On or before August 15 of the current school year, all employees covered by this agreement will submit a calendar identifying contracted service days and also the days of legal discontinuance that they will be observing. Calendars and 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 September 1 of the current school year.

B. Days of legal discontinuance will not count toward the number of contracted service days.

C. NESC will recognize the following holidays as legal days of discontinuance:

Labor Day, Thanksgiving: Thursday and Friday, Christmas: Dates to be in accordance with assigned school districts and approved by the NESC Director, New Year's Day, Two Floating Spring Break Days, Good Friday, Memorial Day, and Independence Day.

D. Any days worked on the recognized legal days of discontinuance will be considered a contract work day, and will be compensated as a contract work day.

## ARTICLE V LEAVE POLICY

- A. All staff members employed by the Northeast Educational Services Cooperative (NESC) shall be allowed ten (10) days of sick leave of absence. Days will be prorated for employees who are less than one full time equivalency (FTE). When reporting sick leave days, employees must submit for 8 hours of leave when absent a full day. If an employee is claiming sick leave of more than three consecutive days, he/she may be required to provide the Director or Business Manager or the Cooperative Board a physician's statement verifying illness if so requested.
- 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, 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 sickness of 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 whether a substitute teacher is hired.

For the purpose of this policy, pregnancy which renders the employee unable to perform her assigned duties and disability which follows delivery or termination of pregnancy is deemed to be personal illness. Up to eight (8) calendar weeks of paid sick leave, from the date of delivery, will be allowed as a matter of course. The full eight (8) weeks can only be used from an employee's accumulated sick leave. Otherwise, employees can request up to six (6) weeks of maternity leave from the sick leave bank pursuant to Article V, Section E, Subsection 1. If the employee meets the requirements under FMLA, any remaining FMLA leave will be allowed.

If an employee adopts a child, he or she will be allowed to use up to six (6) calendar weeks of accumulated personal illness leave to prepare for and accept the child into the home environment. The six (6) weeks may be an employee's accumulated sick leave. However, if an employee does not have six (6) weeks of accumulated sick leave, the employee may request the additional days from the sick leave bank pursuant to Article V, Section E, Subsection 1. If the employee meets the requirements under FMLA, any remaining unpaid leave will be allowed.

### 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 3rd representative elected at large from Units 1 and 2. The representative for Unit 1 and Unit 2 will be selected by their respective members. 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 can draw days from the Sick Leave Bank up to ten (10) days or their respective number of accumulated sick leave days, whichever is greater, with a maximum of 40 days per year, per individual. Days granted from the sick leave bank can only be used for the illness of an employee, employee's spouse, or employee's children or employee's step-children.
  - 2. Employees must notify NESC Administration on or before September 15<sup>th</sup> 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 be asked to contribute additional days.
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. 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. After 5 years of consecutive service, Unit 1 employees will be allowed an additional one day of personal leave per year with pay. 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 only payable to employees employed as of September 1. 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.

For employees with a 195 day or more contract:

Employees will be allowed three days of personal leave per year with pay. After 5 years of consecutive service, Unit 1 employees will be allowed an additional one day of personal leave per year with pay. 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 only payable to employees employed as of September 1. 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/Assistant 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 BENEFITS**

A. Insurance Allocation:

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 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 - \$3,300 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 \$76.50 per month. For employees who are 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 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 not 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. 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 to the cooperative. The base location is where the cooperative vehicle will be parked overnight. In the event that 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 Center Base students on a daily basis will automatically be assigned a Cooperative vehicle. When cooperative vehicles are in need of repair, 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 at the NESC approved 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.

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.

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 vehicle at their home location 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 employees' 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.

Staff members, excluding ESY providers, who are not assigned a vehicle will receive the adopted NESC travel rate for all commuting miles traveled with the exception of 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. Home and/or other location service sites, based on mileage from child's attendance center to designated service location, out-of-district visits, and meetings will be paid the adopted 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 80 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 lose their right to operate an NESC vehicle under the NESC Vehicle Use Policy are not entitled to mileage compensation if they drive their personal vehicle to perform duties as required by NESC.

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

#### D. 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. Employees 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 \$3,000.00, for both Units 1 and 2 toward a certification fund 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.

E. 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.

F. NESC will reimburse eligible employees for membership dues to the following associations:  
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 employee full time equivalency.

#### G. Travel Expense Reimbursement

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.

- H. 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.
- I. Employees will receive a \$75 per year cell phone stipend.

## **ARTICLE VII EVALUATION POLICY**

- A. NESC will follow SDCL concerning evaluation of all staff.

## **ARTICLE VIII 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 IX 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 problems 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. 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 X 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 the ASAP Association may be scheduled for 5:00 p.m. Certified service providers may leave their building/duties in time to attend a 5:00 p.m. meeting.

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

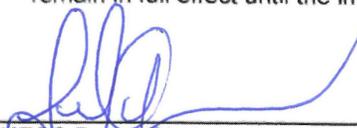
## **ARTICLE XI MISCELLANEOUS**

- A. Planning and/or office time:  
Unit 1: Psychologists/ Psychological Examiners will receive one (1) office day per week. Planning time for less than a 1.0 FTE employee will be prorated accordingly.

**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 ASAP, 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, 2025 and shall continue in effect until midnight June 30, 2026. 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

16 JUN 2025  
Date

  
\_\_\_\_\_  
Unit 1 Representative

06/09/25  
Date

**Actual Years of Experience, Education, Salary, & FTE  
As of June 30, 2025**

| <b>Occupational Therapy</b> | Years of Experience | Education              | 2025-26 Salary | FTE                |
|-----------------------------|---------------------|------------------------|----------------|--------------------|
| Hayunga, Stephanie          | 13                  | OT                     | \$ 72,467.23   | 1.0 (195 Days)     |
| Huyvaert, Nicol             | 22                  | OT                     | \$ 82,999.05   | 1.0 (195 Days)     |
| Kringen, Kelsey             | 15                  | COTA                   | \$ 28,353.64   | 0.60 (117 Days)    |
| Schreurs, Lexi              | 0                   | COTA                   | \$ 41,000.00   | 1.0 (195 Days)     |
| Wagner, Jenna               | 2                   | COTA                   | \$ 31,556.25   | 0.75 (146.25 Days) |
| <b>Physical Therapy</b>     |                     |                        |                |                    |
| Boettcher, Kristy           | 25                  | PTA                    | \$ 57,370.27   | 1.0 (210 Days)     |
| Crump, Nancy                | 29                  | PT                     | \$ 93,888.20   | 1.0 (210 Days)     |
| Sutten, Kristina            | 18                  | DPT                    | \$ 80,975.58   | 1.0 (210 Days)     |
| <b>School Psychology</b>    |                     |                        |                |                    |
| Gent, Melissa               | 12                  | School Psych Ed.S.     | \$ 75,806.17   | 1.0 (188 Days)     |
| Graham, Traci               | 20                  | School Psych Ed.S.     | \$ 82,386.17   | 1.0 (188 Days)     |
| Heath, Courtney             | 0                   | School Psych Intern    | \$ 66,000.00   | 1.0 (188 Days)     |
| Heggelund, Nikki            | 7                   | School Psych Ed.S.     | \$ 71,910.00   | 1.0 (188 Days)     |
| Jongeling, JodyAnn          | 24                  | School Psych Ed.S.     | \$ 87,085.16   | 1.0 (188 Days)     |
| McGlone, Megan              | 12                  | School Psych Ed.S.     | \$ 75,806.17   | 1.0 (188 Days)     |
| Meyer, Maria                | 24                  | School Psych Ed.S.     | \$ 65,313.88   | 0.75 (141 Days)    |
| Skogstad, Shelly            | 18                  | School Psych Ed.S.     | \$ 79,863.40   | 1.0 (188 Days)     |
| Street, Kris                | 16                  | Psych Examiner MA + 15 | \$ 69,932.30   | 1.0 (188 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: \_\_\_\_\_

## **UNIT 1 EVALUATION INSTRUMENTS**

## NESC School Psych and Examiner Evaluation Summary

Employee:  
Supervisor:  
School Year:

|   |
|---|
| <b>Rating Scale:</b> 1 – Unsatisfactory<br>2 – Basic<br>3 – Proficient<br>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   |
| 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   | Date  |
| Supervisor's Signature   | Date  |
| <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>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> |

## NESC Physical Therapist Assistant Evaluation Summary

Employee:  
Supervisor:  
School Year:

|   |
|---|
| <b>Rating Scale:</b> 1 – Unsatisfactory<br>2 – Basic<br>3 – Proficient<br>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 Occupational Therapist Evaluation Summary

Employee:  
Supervisor:  
School Year:

|   |
|---|
| <b>Rating Scale:</b> 1 – Unsatisfactory<br>2 – Basic<br>3 – Proficient<br>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 COTA Evaluation Summary

Employee:  
Supervisor:  
School Year:

|  |
|--|
| Rating Scale: 1 – Unsatisfactory<br>2 – Basic<br>3 – Proficient<br>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 _____<br><br>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 _____<br><br>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. |
|--|---|