

NORTHEAST EDUCATIONAL SERVICES COOPERATIVE

Unit 2 Negotiated Agreement

2025-2026

**(SPEECH-LANGUAGE PATHOLOGISTS, SPEECH-LANGUAGE PATHOLOGY ASSISTANTS,
EARLY CHILDHOOD TEACHERS, PATHWAYS TEACHERS, TEACHING & LEARNING
SPECIALISTS, NURSE, TECHNOLOGY COORDINATOR, ACADEMIC EVALUATOR)**

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 21st day of April, 2025, and between Northeast Educational Services Cooperative Education Association (NESCEA) bargaining unit two (speech-language pathologists, speech-language pathology assistants, early childhood teachers, pathways teachers, teaching and learning specialists, nurse, technology coordinator, and academic evaluator), 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. 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 with 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 for Pathways Teachers, Bachelor Degree Speech Language Pathologists, Early Childhood Teachers, Reading Recovery Teacher/Leader, and the transition/technology coordinator an additional

\$1,000 per increment for 1.0 FTE employees will be added to the current salary for credits earned in their specific service areas in which they are employed for the Northeast Educational Services Cooperative under the following conditions:

- a. Increments will be BA + 15, BA + 30, MA, and MA + 15.
 - b. Credits must be approved by NESC Administration.
 - c. NESC Administration must be notified prior to July 1st.
 - d. All credits must be university transcribed graduate credits and related to the field of education.
 - e. For employees that are less than 1.0 FTE, the amount will be prorated accordingly.
4. After a speech language pathologist is awarded their Certificate of Clinical Competence, their salary 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 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 or supervise another NESC employee will receive a \$1,000 stipend per year of mentorship or supervision. This amount will be prorated if the mentorship or supervision is less than a school year.
- H. Beginning Summer 2018 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 two 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, or
 2. If another provider can be secured whose residence is no more than 60 miles from the work site.
- Employees will not be required to serve B-3 students unless they qualify under prolonged assistance.
- I. Any pathways teacher 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.
- J. Any Unit 2 employee 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. Substitute coverage and an estimate of substitute hours will be approved by the Director before beginning the coverage.

ARTICLE III EMPLOYEE WORK DAY

A. Definitions

For direct service providers, the base location shall be defined as the NESC member school nearest to the employee's residence. For non-direct service providers, the base location will be set by NESC administration (and could be the NESC office).

Direct service providers are defined as pathways teachers, early childhood special education teachers, speech-language pathologists, and speech-language pathology 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

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. Employees whose responsibilities include student supervision (such as pathways teachers) must be at their work locations for the length of the school day when school is in session.

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. 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

This section does not apply to ESY services.

Days worked from home or at other, non-standard work sites cannot apply toward contracted work days without the prior consent of NESC administration.

F. Weather Cancellations

Direct service providers 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, 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.

Employees who are not direct service providers must make up days missed for weather cancellations, unless NESC administration approves otherwise.

ARTICLE IV DAYS OF LEGAL DISCONTINUANCE

- A. Employees will submit a calendar identifying contracted service days and also the days of legal discontinuance that they will be observing, within 2 weeks of the employee's first contract day. 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, Easter: Good Friday and Memorial Day, and Independence 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. For employees who are less than full time equivalency (FTE), the number of days will be prorated accordingly. 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 their respective attendance center administrator and the NESC office in writing/email/text as soon as possible after it becomes known that they will be absent.
- C. All employees may accumulate sick leave 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 the additional days from the sick leave bank pursuant to Article V, Section E, Subsection 1. If the employee meets the requirements under FMLA, additional 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 employees' accumulated sick leave. However, if an employee does not have (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, an additional six (6) weeks of 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 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/step children.
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:

Unit # 2 - Employees will receive two days of personal leave per year with pay. After 5 years of consecutive service, Unit 2 employees will be allowed an additional one day of personal leave per year with pay. After 10 years of consecutive service, employees will receive yet another day. For employees who are less than full time equivalency (FTE), the number of days received will be prorated accordingly. Personal leave can accumulate up to five days with pay per year. For employees who are less than full time equivalency (FTE), the maximum amount of paid personal leave days will be prorated accordingly. Personal leave exceeding five days as of July 1 will be paid to the employee at the rate of \$100 per day. Personal leave may only be used in a maximum increment of five consecutive days. 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, 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. 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 pathways 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 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 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.

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, that are not assigned a vehicle will receive the approved 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 except at the discretion of the NESC Director as circumstances may require. 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 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.

SLPs 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

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. 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.

E. Compensatory Time: Cooperative staff will not receive comp time for attendance at events on days in addition to the school calendar. Staff taking students to events approved by the Cooperative Director on days in addition to the school calendar will be compensated an amount equal to a per day rate of their current year 176 day contract.

F. Employee benefits offered by NESC include group health insurance, group dental insurance, South Dakota Retirement, tax-sheltered annuities, life insurance, NESC flex plan, and HSA.

G. NESC will reimburse eligible employees for membership dues to the following association: American Speech Language Hearing Association (ASHA)-Master's + C's speech language pathologists. Reimbursement will be prorated as per employee full time equivalency.

H. 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.

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

ARTICLE VII EVALUATION POLICY

NESC will follow SDCL concerning evaluation of all staff.

ARTICLE VIII INSERVICE TRAINING

In recognition of the importance of in-service training for the profession, all staff and the Board agree to the following procedures for in-service training.

- A. Days shall be made available for in-service training to be used at the discretion of the administration.
- B. With admin approval providers can be paid an additional per diem for attending the August in-service rather than using a contracted work day.

ARTICLE IX 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 X 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. 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 XI 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.

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

ARTICLE XII MISCELLANEOUS

Planning and/or office time:

Pathways Teachers will receive eighty (80) minutes per week. Speech therapists will receive 150 minutes per week. Early Childhood teachers will receive 150 minutes per week. Planning time for less than a 1.0 FTE employee will be prorated accordingly.

**ARTICLE XIII
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, 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

21 APR 25

Date



Unit 2 Representative

04/10/2025

Date

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

Academic Evaluator	Years of Experience	Education	2024-25 Salary	FTE
Bingen, Sara	12	MA	\$ 59,039.72	1.0 (176 Days)
Flora, Christina	16	BA	\$ 58,142.45	1.0 (176 Days)
Gary, Jody	21	BA + 15	\$ 37,119.51	0.6 (105.6 Days)
Early Childhood Teachers				
Jensen, Deb	30	BA + 30	\$ 68,764.60	1.0 (176 Days)
Landmark, Teresa	20	BA + 30	\$ 62,795.60	1.0 (176 Days)
Lindner, Wendi	30	BA + 30	\$ 68,764.60	1.0 (176 Days)
Nelson, Julie	24	MA + 15	\$ 68,421.01	1.0 (176 Days)
Wiley, Lori	33	MA	\$ 71,314.60	1.0 (176 Days)
Pathways Teachers				
Lather, Chris	13	MA	\$ 63,404.76	1.0 (176 Days)
Lindemann, Amy	13	MA + 15	\$ 67,320.00	1.0 (176 Days)
Odegaard, Morgan	2	BA	\$ 51,500.00	1.0 (176 Days)
Swenson, Cody	4	BA	\$ 54,310.20	1.0 (176 Days)
Speech-Language Pathology				
Deutsch, Jennifer	28	CCC-SLP	\$ 80,669.34	1.0 (176 Days)
Dubro, Angel	19	BA + 30	\$ 54,036.11	0.86 (151.36 Days)
Fastenau, Regina	4	SLPA	\$ 40,453.40	1.0 (176 Days)
Freeman, Marisa	9	CCC-SLP	\$ 67,410.06	1.0 (176 Days)
Giese, Leah	6	CCC-SLP	\$ 66,245.34	1.0 (176 Days)
Hansen, Heather	12	CCC-SLP	\$ 69,189.21	1.0 (176 Days)
Johnson, Alysha	10	CCC-SLP	\$ 33,899.16	0.5 (88 Days)
Keller-Knudson, Cheryl	33	CCC-SLP	\$ 84,065.08	1.0 (176 Days)
Lerwick, Ashley	15	CCC-SLP	\$ 71,317.58	1.0 (176 Days)
Liljegren, Megan	9	CCC-SLP	\$ 67,410.06	1.0 (176 Days)
Lindgren, Tori	6	SLPA	\$ 41,679.26	1.0 (176 Days)
Mattern, Mallorie	4	SLPA	\$ 40,453.40	1.0 (176 Days)
Nedved, Nicole	3	CCC-SLP	\$ 65,080.61	1.0 (176 Days)
Rus, Brandi	7	SLPA	\$ 42,292.19	1.0 (176 Days)
Schmidt, Rochelle	29	BA + 30	\$ 68,763.81	1.0 (176 Days)
Schwinger, Mindy	15	CCC-SLP	\$ 71,317.58	1.0 (176 Days)
Tiefenthaler, Deb	34	CCC-SLP	\$ 84,065.08	1.0 (176 Days)
Technology				
Boyd, Brenda	29	BA + 30	\$ 24,672.95	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: _____

NESC Unit 2

Evaluation Instruments

**Early Childhood
Pathways Teachers
Speech-Language Pathologists
Speech-Language Pathology Assistants
Teaching & Learning Specialists**

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 _____ 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 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.	

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 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.	

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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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