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December 2, 2016

Senator Deb Peters  
Representative Justin Cronin  
Co-Chairs, Joint Committee on Appropriations  
500 E Capital Avenue  
Pierre, SD 57501

**Review of Educational Cooperatives and Education Service Agencies**

Dear Senator Peters and Representative Cronin:

In a letter dated April 1, 2016, the Joint Appropriations Committee requested that the Department of Education undertake a review of the educational cooperatives (co-ops) and education service agencies (ESAs) and their role in providing efficiencies and services for public school districts.

To accomplish this assignment, the department engaged an independent contractor to conduct the study. The final report is enclosed. A copy of the contract outlining the scope of the study can be found at <http://open.sd.gov/contracts/12/2016C-437.pdf>.

As you review this report, please feel free to contact Tami Darnall at 773-3248 or by email at [tamara.darnall@state.sd.us](mailto:tamara.darnall@state.sd.us) with any questions you may have.

Sincerely,

A handwritten signature in black ink that reads "Dr. Melody Schopp".

Dr. Melody Schopp  
Secretary

Enclosure

cc: Jason Hancock, Director, Legislative Research Council

# Educational Cooperative and Education Service Agency Review and Analysis

## I. Introduction

The following report was drafted in response to the April 1, 2016 letter from Senator Deb Peters and Representative Justin Cronin, Co-Chairs of the Joint Committee on Appropriations. The letter can be seen in [Appendix 1](#).

As requested, Section II includes a brief history of educational cooperatives and education service agencies (ESAs). In recounting their respective histories, the report generally describes the federal education policies that prompted creation of the cooperatives and ESAs. This historical background provides the best perspective for the original intent of educational cooperatives and ESAs.

Section III describes the primary statutes governing the creation, authorized activity, and governance of educational cooperatives and ESAs. The statutory overview includes specific statutory references to cooperatives and ESAs and a comparison of the two.

Section IV includes a description of the 2016 contracts between the Department of Education (DOE) and education cooperatives. The contracts are divided into subject areas and are generally described.

Section V provides an overview of the services provided, fee structure, and internal controls of each of South Dakota's thirteen education cooperatives. Additionally, and where possible, the section describes with particularity the extent of services offered to each member school district and the amount each school district paid to the cooperative. The description of internal controls looks to each cooperative's required internal audit and the formal and informal steps taken to ensure accountability.

Section VI contains a cost/benefit analysis for the contracted services described in Section IV, as requested.

Section VII concludes with general findings, recommendations, and policy notes from discussion with cooperative leaders.

The report is the product of collecting information from all thirteen education cooperatives, including in-person meetings with eleven of thirteen cooperatives, as well as information from [Open.SD.gov](http://Open.SD.gov) and the South Dakota Department of Education.

## II. History and Original Goals of Cooperatives and ESAs

Most educational cooperatives were founded in the 1970s and 1980s. During this period, Congress enacted federal legislation requiring school districts to provide special education and related services. Similarly, the ESAs were founded in 2005, coinciding with the onset of the federal No Child Left Behind Act, which placed several federal mandates on school districts, this time in the area of professional development. While the original and continued goals of the cooperatives and ESAs were efficiency and effectiveness, it is important to understand that the impetus behind their respective foundations is likely related to federal mandates.

### A. History of Cooperatives

Educational cooperatives “developed as a result of the federal special education act.”<sup>1</sup>

In 1975, Congress enacted Public Law 94-142, the Education for all Handicapped Children Act (EHA). The EHA provides federal funding to schools, conditioned on a number of mandates. First, the EHA required, for the first time, that all public schools must provide free, equal access to special education for children with physical and mental disabilities between ages 3 and 21.<sup>2</sup> In addition to requiring special education classroom instruction, the law required schools to provide special education “related services,” which includes, specifically: speech pathology and audiology, psychological services, physical and occupational therapy, recreation, and medical and counseling diagnosis and evaluation.<sup>3</sup> While the original EHA put in place much of the framework that still exists in special education today, in 1990 Congress modified the program and changed the title to the Individuals with Disabilities Education Act (IDEA).

IDEA, which will be referenced in subsequent portions, provides funding to school districts for special education and related services. Two funding mechanisms are colloquially known as “611” and “619” funds.<sup>4</sup> The 611 funds are derived based on the number of students receiving special education and related services who are between ages 3 and 21.<sup>5</sup> 611 funds represent the bulk of the direct federal special education funding. The 619 funds are given to fund early childhood special education for children with disabilities aged 3 through 5.<sup>6</sup> The money passes through the State.

In 1980, the state of South Dakota enacted a set of statutes under which cooperative educational service units could be organized. Within ten years, all but two of the currently-operating education cooperatives in the state had been founded. All of them carry out

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<sup>1</sup> Dan Guericke, testifying before the interim Committee on School District Educational Equality & Organization Minutes, August 11 & 12, 2003.

<sup>2</sup> 20 U.S.C. §1412(a).

<sup>3</sup> 20 U.S.C. §1401(25)(A).

<sup>4</sup> After IDEA, the funding mechanisms are in §§1411 and 1419 rather than §§611 and 619.

<sup>5</sup> 20 U.S.C. §1411(a).

<sup>6</sup> 20 U.S.C. §1419(a).

special education related services for their member school districts, as will be described in more detail below. The foundational statute describes the Legislature’s intent expressly: “to encourage maximum utilization of cooperative efforts among school districts in an effort to maximize educational excellence in this state and to permit cooperative efforts between schools which are not adjacent to one another.”<sup>7</sup> In 1995 and 1996, the legislature revised the statutes to broaden the permissible activities of the cooperatives.<sup>8</sup>

## B. History of ESAs

In 2003, then-Director of Mid-Central Educational Cooperative Dan Guericke referenced education service agencies and noted “educational service cooperatives are undergoing restructuring as a result of [No Child Left Behind].”<sup>9</sup>

Congress enacted No Child Left Behind (NCLB) in 2002. In the statute, Educational Service Agency is defined as “a regional public multiservice agency authorized by State statute to develop, manage, and provide services or programs to local educational agencies.”<sup>10</sup> The statute specifically authorizes the state to “work in consultation” with ESAs for “the development or use of evidence-based strategies and programs to improve teaching, learning, and schools.”<sup>11</sup>

In 2005, Wade Pogany, then-Director of the Office of Curriculum, Technology, & Assessment within the Department of Education, testified before an interim committee about ESAs. In the meeting, Mr. Pogany described that the Department had contracted with seven regional ESAs: Northeast Education Cooperative, Hayti; East Dakota Education Cooperative, Sioux Falls; Mid Central Education Cooperative, Platte; Northern State University, Aberdeen; Northwest Education Cooperative, Isabel; Three Rivers Cooperative, Pierre; and Black Hills Special Services Coop, Rapid City.<sup>12</sup> It is worth noting that every ESA already existed as a separate entity prior to being designated as an ESA.

From their inception, the ESAs provided state-funded professional development services to school districts in regions determined by the Department of Education. The services included school improvement plans, use of data analysis, technical assistance, curriculum, and classroom assessments and strategies.<sup>13</sup>

In 2007, the South Dakota legislature enacted specific statutory authorization for Education Service Agencies (ESAs). It is important to note that, other than Northern State University, each of the entities Mr. Pogany referenced when describing the ESAs in 2005 were already organized as cooperatives. The foundational statutes passed in a legislative bill that was

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<sup>7</sup> S.D.C.L. 13-5-31.

<sup>8</sup> HB 1329 (1995), HB1149 (1996).

<sup>9</sup> Guericke, 8/11/2003.

<sup>10</sup> 20 U.S.C. §7801(18).

<sup>11</sup> 20 U.S.C. §6311(g)(2)(H).

<sup>12</sup> Wade Pogany, State and Local Government Task Force, June 23, 2005.

<sup>13</sup> Wade Pogany, State and Local Government Task Force, June 23, 2005.



subject to a hoghouse<sup>14</sup> amendment.<sup>15</sup> The ESA sections passed the legislature without amendment. They are described below in Section III.

State government first funded ESAs in fiscal year 2005.<sup>16</sup> That year, and each year going forward until fiscal year 2011, the state provided \$500,000 in general funds for ESAs. The ESA appropriations had their own line item in the budget. During fiscal years 2006, 2007, and 2008, the state also sent federal funds to ESAs. In fiscal year 2011, the line item appropriation was eliminated.

In the years since the appropriation ceased, the state has contracted with the original ESAs to provide professional development and select other programs on an ad hoc basis. The original structure has largely dissipated. Northern State University no longer provides services through this model and Mid-Central Cooperative is scheduled to dissolve in June 2017, leaving only five of the original seven ESAs in operation.

It is important to note that every current ESA is an educational cooperative.

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<sup>14</sup> “Hoghouse” is a colloquial term used in the South Dakota legislature to describe the situation wherein a bill is completely replaced by amendment. Following a hoghouse amendment, the original bill is discarded and replaced with an entirely different topic and effect.

<sup>15</sup> HB 1171 (2007). The statutes were attached to legislation that created the teacher compensation assistance program (TCAP).

<sup>16</sup> South Dakota Bureau of Finance and Management, South Dakota Budget in Brief, Fiscal Years 2005-2011. <https://bfm.sd.gov/budget/>.

### III. Overview of South Dakota Statutes and Regulations Governing Cooperatives and ESAs

Cooperatives and ESAs are governed by separate statutory regimes that mirror one another in most ways, but diverge in certain important respects. Cooperatives are governed under Chapter 13-5 of the South Dakota code, relating to the formation and organization of school districts. In particular, the key statutes affecting cooperatives are 13-5-31 through 13-5-34. ESAs, on the other hand, are governed under Chapter 13-3 of the South Dakota code, relating to duties of the Secretary of Education. The most important statutes for ESAs are 13-3-76 through 13-3-83. The location of the respective statutes is telling, as will become clear in the following statutory review and Operation of Cooperatives and ESAs in section IV. The following review will describe the statutory frameworks governing cooperatives and ESAs separately before highlighting the key differences.

#### A. Statutes Governing Cooperatives

Cooperatives can only be established pursuant to an agreement among member school districts.<sup>17</sup> The South Dakota code requires that the governing board of a cooperative is comprised of school board members from the member school districts.<sup>18</sup> The statutes also require the cooperative agreement to contain certain procedures to be followed during dissolution. The procedures track the requirements for tax-exempt nonprofits, including non-inurement of private gain and that all proceeds must return to the member school districts.<sup>19</sup>

The enabling language grants cooperatives authority to “provide academic educational resources, human resources, special education services,” conduct various administrative functions, and “other services deemed appropriate by a majority of the governing board.”<sup>20</sup> Based on rules of statutory construction, the “other services” must be of the same kind as the specific services listed.<sup>21</sup> Broadening the scope still further, cooperatives are expressly permitted to provide services to member school districts as well as “other public or private entities deemed appropriate” by the cooperative’s board.<sup>22</sup> The statute includes an express prohibition on cooperatives levying taxes or issuing bonds.<sup>23</sup>

Cooperatives have two statutes that govern their budget and reporting. One statute requires that the cooperatives comply with the same bookkeeping, disclosure, health and safety, and bidding requirements as school districts.<sup>24</sup> The other requires that

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<sup>17</sup> S.D.C.L. 13-5-32.1.

<sup>18</sup> S.D.C.L. 13-5-32.1.

<sup>19</sup> S.D.C.L. 13-5-32.1

<sup>20</sup> S.D.C.L. 13-5-31

<sup>21</sup> The canon of construction *ejusdem generis* holds that “when a general word or phrase follows a list of specifics, the general word or phrase will be interpreted to include only items of the same class as those listed.” Black’s Law Dictionary, pg. 594 (9<sup>th</sup> Ed. 2009).

<sup>22</sup> S.D.C.L. 13-5-32.1

<sup>23</sup> S.D.C.L. 13-5-32.

<sup>24</sup> S.D.C.L. 13-5-33.

cooperatives file audits of their operation and disclose all funding sources.<sup>25</sup> These two laws mandate a certain level of transparency for cooperatives, primarily by providing the public access to their budgets.

Two additional legal attributes of educational cooperatives are noteworthy. First, organization as an educational cooperative provides state employment benefits for cooperative employees. Second, cooperatives are political sub-divisions of the state and, as such, are exempt from the Request for Proposal (RFP) or competitive bidding requirements for contracts between the state and private entities.<sup>26</sup>

## B. Statutes Governing ESAs

As previously noted, ESAs are a function of the Secretary of Education. The statute requires that the Secretary establish seven ESAs to serve separate regions.<sup>27</sup> The Secretary determines membership in each of the seven ESAs.<sup>28</sup> Perhaps the most important statutory aspect of ESAs foundation is the requirement that every school district is served by an ESA.<sup>29</sup>

ESAs may function as one of two entities: its own tax-exempt nonprofit corporation or under the direction of a cooperative.<sup>30</sup> ESAs do not have traditional governing boards, but are required to establish an advisory board who meets at least twice a year and whose membership is comprised of an administrator from every school district served by that ESA.<sup>31</sup> The advisory board provides guidance to the ESA on the needs of the school districts<sup>32</sup> and appoints a Fiscal Agent to oversee the daily operations of the ESA.<sup>33</sup> The advisory board can also remove the Fiscal Agent, but needs approval from the Secretary to do so.<sup>34</sup> In addition to the regional advisory board, the Department must establish a statewide leadership board, comprised of the Fiscal Agent from each ESA and a representative from the Department.<sup>35</sup> While the statewide leadership board is charged with establishing “uniform policies” among ESAs, there is no meeting requirement.<sup>36</sup>

ESAs are broadly authorized to “develop, manage, and provide support services and programs as determined by the needs of local school districts and as approved by the

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<sup>25</sup> S.D.C.L. 13-5-33.2. The audits can be found at the Legislative Audit website, URL: <http://legislativeaudit.sd.gov/reports/reports.aspx>

<sup>26</sup> S.D.C.L. 5-18D-21(8).

<sup>27</sup> S.D.C.L. 13-3-76.

<sup>28</sup> S.D.C.L. 13-3-76.

<sup>29</sup> S.D.C.L. 13-3-76.

<sup>30</sup> S.D.C.L. 13-3-76.

<sup>31</sup> S.D.C.L. 13-3-78.

<sup>32</sup> S.D.C.L. 13-3-78.

<sup>33</sup> S.D.C.L. 13-3-79.

<sup>34</sup> S.D.C.L. 13-3-79.

<sup>35</sup> S.D.C.L. 13-3-80.

<sup>36</sup> S.D.C.L. 13-3-80.

secretary.”<sup>37</sup> Within this broad edict, the statute goes on to list six activities the ESA may carry out, including service provision, cooperative purchasing, administrative services, leadership development, strategic planning, and acting as a clearinghouse for funds.<sup>38</sup> The ESA is expressly empowered to contract with outside entities to provide services to the school districts rather than providing the services directly.<sup>39</sup>

The statutory scheme requires the Department of Education to conduct an assessment and performance evaluation of each ESA each year to submit to the legislature.<sup>40</sup> In addition, ESAs are subject to annual auditing.<sup>41</sup> These two requirements add transparency to ESA operation, although it is worth noting that the auditing provision was just passed in 2016 and had not been in effect in prior years.

### C. Statutory Differences Between Cooperatives and ESAs

The key differences in formation of the two entities largely go back to the primacy of the Secretary versus the primacy of the school districts. The Secretary determines the formation and membership in ESAs, while cooperatives are established by a cooperative agreement among the districts themselves. ESAs require universal participation, while school districts are free to exist without participating in a cooperative. The governance of ESAs is somewhat murky, with authority for a Fiscal Agent being chosen by the advisory board to oversee operations as well as an ESA’s ability to form as its own entity or directed by a cooperative. On the other hand, cooperatives have a fairly straightforward governing board comprised of school board members from the member districts. Finally, ESAs have no explicit language on dissolution, while cooperatives have mandatory procedures.

The enabling language of ESAs and cooperatives is not substantially different, providing broad language for service provision. The differences come in that cooperatives are expressly able to serve private entities, while ESAs have no comparable authority. On the other hand, ESAs are expressly able to contract for service provision while cooperatives lack any language granting them the authority to do so. In both cases, the statute does not expressly forbid the practices by the respective entities, but do not provide any express authority either.

In the areas of record keeping and disclosure, cooperatives are required to comply with the same rules as school districts, while ESAs are under no such obligation. The same is true of budget procedures. As noted above HB1214 from 2016 ensured that ESAs submit to audit just as cooperatives are required to do, however they are not affirmatively required to disclose “all funding sources” as cooperatives must.

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<sup>37</sup> S.D.C.L. 13-3-77.

<sup>38</sup> S.D.C.L. 13-3-77.

<sup>39</sup> S.D.C.L. 13-3-81.

<sup>40</sup> S.D.C.L. 13-3-82.

<sup>41</sup> Session Law 1214 (2016).

#### IV. Review of State Contracts between Department of Education and Cooperatives

The state contracts with education cooperatives for various services. As noted in Section II.B., the original ESA regional framework has largely evaporated after funding ceased in 2011. In its place, the Department of Education contracts with education cooperatives on a more ad hoc basis.

For 2016, the Department of Education entered into contracts with cooperatives to provide services in four general areas: Administrative Services; Professional and Coursework Development; Birth-to-Three; and Conference Support and Meeting Facilitation. The areas, and the contracts within them, are described below.

A chart showing all 2016 contracts can be seen in [Appendix 2](#). A breakdown of the funding sources can be seen in [Appendix 3](#).

##### A. Administrative Services

Administrative services generally refers to those services provided to school district administrators to implement statewide efforts or to comply with state or federal standards. The main programs include: Multi-Tiered Support System implementation, the Education Specialists (Ed Spec) review program, School Support Team, technical assistance relating to State Performance Plan data, and Teacher of the Year.

The Multi-Tiered Support System (MTSS) is the framework by which schools can practice data-driven decision making. Within MTSS, schools can compile data, identify trends and patterns, and apply targeted interventions to students. In short, it is the mechanism by which South Dakota schools help students by collecting, analyzing, and using the information they already have. Education cooperatives contract with the Department to assist schools in implementing MTSS.

The Ed Spec program is the result of federal monitoring requirements attached to IDEA funding. The specialists review school district special education programs to ensure accountability and compliance. They report to the state Department of Education. Education cooperatives often contract with the Department as fiscal agents for particular specialists.

School Support Teams (SSTs) assist Title I schools in making necessary improvements. Title I Schools are those with high numbers or percentages of children from low-income families. The SSTs help Title I schools to meet federal benchmarks in student achievement and other areas. Education cooperatives often contract with the Department as fiscal agents for SSTs.

Cooperatives who contract to provide technical assistance for State Performance Plan (SPP) data help school districts to collect and analyze the data. They provide on-site support and assist in developing indicator processes.

The Teacher of the Year program's contracting scheme provides the most fidelity to the former ESA model. The cooperatives who administer the Teacher of the Year program are ESA's and the school districts served generally track the original ESA regions. Cooperatives receive \$600 per year to administer the program.

In addition to these programs, which are conducted by several cooperatives, cooperatives provide data retreat services, technical assistance on the State Performance Plan and the Turnaround Principal program, and general special education technical assistance.

#### B. Professional and Coursework Development

Professional Development refers to services meant to improve performance by school district employees. Coursework Development refers to services meant to improve the quality or availability of coursework.

The primary professional development services include reading, math, and science coaches and train the trainer for teachers and principals. The coaches provide intensive, regular feedback for teachers in select districts. The train the trainer programs focus on teacher and principal effectiveness models, as well as coaching strategies for effective instructional leadership. Relatedly, the state contracts with a cooperative to create online modules for many professional development efforts. In the CTE realm, the state contracts for professional development for counselors, CTE teachers, and administrators. Finally, the state contracts with TIE to present at a counselor training event.

Coursework development includes implementing science standards, developing certain online coursework, consulting on social studies standards, and managing college readiness coursework.

#### C. Birth-to-Three

Several cooperatives provide Birth-to-Three services. In addition to providing direct services, the state contracts with cooperatives for early intervention and professional development.

#### D. Conference Support and Meeting Facilitation

The Department of Education contracts with cooperatives to assist in organizing conferences and facilitating certain meetings. Cooperatives provide services ranging from full administration of the conference to registration support to making presentations. In addition, the state contracts with cooperatives to facilitate meetings or workgroups.

#### E. Other

In addition to these four broad categories, the Department of Education contracts with cooperatives for administering or assisting in several other programs, including the WoLakota Project and Career Clusters. Further, they contract with one cooperative to

provide direct services to people with Autism Spectrum Disorder and contract with another to develop a result-driven accountability monitoring process.

A full breakdown of 2016 state contracts with education cooperatives can be seen in [Appendix 2](#).

## V. South Dakota's Cooperatives

The following section will provide information on the foundation and current operation of South Dakota's thirteen educational cooperatives. A chart showing the thirteen cooperatives and their respective members can be seen in Appendix 42, while a map outlining the ESA Regions is on Appendix 43. The section will outline each cooperative individually, providing general information as well as the specific services offered, whether those services are within the scope authorized by statute and internal governance document, fee structure, and internal controls by that cooperative. A full breakdown of services provided by each cooperative can be seen in Appendix 4. Finally, by way of illustration of the cooperatives' operation, the section will include a breakdown of the services actually provided to and funding actually supplied by each participating school district for the 2014-2015 school year.



## A. Oahe Special Education Cooperative

### i. General Information

Oahe Special Education Cooperative (Oahe) is based out of Java, SD. Oahe was founded on May 6, 1981. Currently, Oahe has seven member school districts in north central South Dakota: Bowdle, Edmunds Central, Eureka, Herreid, Hoven, Selby Area, and Smee School Districts. In addition to these member districts, Oahe provides school psychologist services to the Mobridge/Pollock School District, although it is not a member. For the 2014-2015 school year, Oahe employed 10.83 FTE, including administrative staff.

Oahe is led by Director Mary Austad, who has served in the position since 2012 and Business Manager Lori Lutz, who has been in her role since 1990.

### ii. Scope of Services Provided

Oahe's cooperative agreement grants it the authority to deliver special education services, including assessment and identification of needs as well as provision of the actual services. A copy of the cooperative agreement can be seen in [Appendix 5](#). Oahe stays within these bounds, offering seven types of special education services: Special Education Instruction, Speech Language Pathology, Early Childhood Special Education, Physical Therapy (PT), Occupational Therapy (OT), School Psychology, and School Counseling. Oahe is unique in providing general special education instructors to the schools.

A chart showing which schools receive which services can be seen in [Appendix 6](#).

### iii. Fee Structure

Oahe receives 619 funds (pre-school IDEA) from Bowdle, Edmunds Central, Eureka, Herreid, Hoven, and Selby Area. Each school collects its own 611 funds (K-12 IDEA). In addition, Oahe collects revenue from school districts to pay for Administrative Costs as well as Teacher Salaries. The administrative costs are funded by four sources: Membership Fee of \$3,500 per school district per year, Potential Usage Fee of \$6 per student in a given school district per year, Actual Child Count Fee of \$100 per eligible child served per year, and Administrative Fee of 16% of teacher salary, benefits, and mileage (if applicable).

Oahe collects revenue for teacher salaries based on service units actually provided to the school districts. Thus, a large portion of the revenue derived by Oahe is "fee for service." The service units are either ½ days of service in a particular school or, for PT and OT services, in blocks of fifteen minutes. The total salary for each teacher is determined and then divided among the schools that used the services of the particular teacher.

An estimate of the funds contributed by each school can be seen in [Appendix 6](#).

### iv. Internal Controls

Oahe's 2015 audit noted a material weakness due to a "lack of proper segregation of duties for revenues." This weakness is common among all cooperatives and other small local governments in the state.

In response to a prior identification of the same weakness in internal controls from its audit, Oahe instituted a Fraud Policy in 2013-2014. The policy, contained in Oahe's Policy Manual, places the explicit burden of familiarity and alertness for fraud on Oahe's management team, consisting of the board president, the director, and the business manager. A copy of Oahe's Policy Manual can be seen in [Appendix 7](#). The policy outlines and defines fraud, misappropriation, and irregularities. In addition, it places investigation responsibilities on the director, requires confidentiality by the director as to fraudulent activity reporting by an employee, and sets forth reporting procedures.

In addition to the formal policy, the director and business manager outlined an informal voucher processing system wherein multiple board members review vouchers as they are being processed and approved prior to public board meetings. A sample time sheet can be seen in [Appendix 8](#).

## B. Three Rivers Special Services Cooperative

### i. General Information

Three Rivers Special Services Cooperative (Three Rivers) operates out of Philip, SD. Three Rivers was founded in 1983. Currently, Three Rivers has five member districts in west central South Dakota: Bennett County, Jones County, Kadoka, Lyman, and White River School Districts. Three Rivers is also the ESA for Region 6, which includes Agar-Blunt-Onida, Bennett County, Jones County, Kadoka Area, Lyman, White River, Highmore-Harrold, Stanley County, Todd County, Pierre, and Winner. In addition, Three Rivers provides fee for service or state contract work to various schools who are neither members of the cooperative nor ESA. Three Rivers employs 10 FTE. Three Rivers is led by Executive Director Dr. Julie Mathiesen, who has served in the role since 2014.

Three Rivers works closely with Black Hills Special Services Cooperative, the cooperative and ESA serving much of south-central and western South Dakota. In addition to directing Three Rivers, Dr. Mathiesen serves as Director of Technology & Innovation in Education (TIE). TIE is a subsidiary of BHSSC, and Dr. Mathiesen provides ESA support to both Black Hills Special Services and Three Rivers.

### ii. Scope of Services Provided

The following portion will detail Three Rivers' scope of authority, the services offered to member districts, the services offered to non-member districts, and services provided as a result of state contracts.

Three Rivers' by-laws authorize it to provide "academic educational resources, human services, cooperative purchasing, and other services deemed appropriate" by its governing board. A copy of the by-laws can be seen in [Appendix 9](#). The by-laws also expressly empower Three Rivers to provide services to "its member districts and other public or private entities." The authority stretches about as far as the statutes governing cooperatives will permit. Three Rivers stays within this grant of authority, providing educational services to school districts across the state.

Three Rivers provides limited core special education related services to its member districts. The only core special education related service provided to schools is Speech Language Pathology, and it is only provided to Bennett County. Other member districts receive special education coordinator services and a three professional development meetings for Special Education Directors per year. Three Rivers also administers the Birth-to-Three program within the cooperative's region.

Beyond special education, Three Rivers competes for and manages a grant for the 21<sup>st</sup> Century Afterschool Program. Member school districts that choose to participate in the 21<sup>st</sup> Century Afterschool Program receive interactive academic programming during non-school hours. The program is targeted at high-poverty or low-achievement school districts. Three Rivers also processes Perkins fund applications for most schools.

Three Rivers also provides fee for service professional development to non-member districts. These services include administrative leadership support and instruction coaching, Aimsweb training, DIBELS training, and Literacy and Math Training. These are provided to rural schools ranging in geographic location from Waubay to Oglala Lakota County school districts.

In addition to its Birth-to-Three contracts, Three Rivers has contracts with the State of South Dakota for two school improvement tasks: training school districts in using the MTSS and administering and encouraging the Teacher of the Year program in the region. A few things should be noted about these two contracts.

Three Rivers provides MTSS support to various school districts spread across the state. Depending on yearly assignments, the support may or may not include school districts that are members of the Three Rivers cooperative or ESA 6. For the current year, the schools assigned to Three Rivers by the Department range from Big Stone City, in the northeast corner of the state, to Oelrichs, near the southwest corner and do not include any Three Rivers or ESA 6 members. In contrast, the Teacher of the Year contract tracks ESA regions. Thus, Three Rivers works with all ESA members in ESA Region 6.

Three Rivers sub-contracts with the West River Foundation to assist in completing the MTSS program. Three Rivers also sub-contracts with the West River Foundation for assistance in completing facilitation of SST activities. West River Foundation is a private non-profit with whom Three Rivers and Black Hills Special Services Cooperative work. Three Rivers does not currently hold a contract for providing SST services, although Black Hills Special Services-TIE, does have a contract to provide SST services to a number of school districts across the state.

A breakdown of all services provided to member districts can be seen in [Appendix 10](#).

### iii. Fee Structure

Three Rivers collects revenue from three primary sources: Membership Fees, State Contracts, and fee for service work.

The Membership Fees for cooperative member school districts include a \$1,500 annual fee and \$6 per student per year. In 2014-15, the five members of the cooperative paid a total of nearly \$19,000 in membership fees to Three Rivers cooperative. To pay for its speech language services, Bennett County pays two \$2,100 contract fees to Three Rivers for the speech pathologist and speech pathologist assistants, all of whom are Three Rivers employees.

As mentioned above, Three Rivers receives state contracts for administering Birth-to-Three as well as various tasks sought by the Department of Education. The state contracts are essentially fee for service work provided to school districts at the behest of the Department of Education.

Three Rivers also provides fee for service professional development and school improvement services to non-member districts, as discussed above.

iv. Internal Controls

Three Rivers' 2015 audit noted a material weakness due to a "lack of proper segregation of duties for revenues." This weakness is common among cooperatives and other small local governments in the state.

Three Rivers has numerous internal control provisions in their governing documents as well as several informal practices adopted as a result of weaknesses identified in their audits. The internal controls from Three Rivers' Handbook and Procedures include an Outside Employment conflict policy, a general Conflict of Interest policy, and a credit card policy. A sample time sheet can be seen in [Appendix 11](#).

In response to the identification of a weakness in internal controls from its audit, Three Rivers instituted a procedure whereby all bank statements are sent directly from the bank to the Board President as well as the Business Manager. This additional step ensures direct oversight, even if the oversight is dependent on the diligence of the Board President. Three Rivers, like all cooperatives, is subject to annual audit and open records and meeting laws.

Although Three Rivers does not have a particularized method of oversight, they communicate regularly with the project director, require periodic reports on grant activities, and submit financial reports as designated by the project director.

## C. Prairie Lakes Educational Cooperative

### i. General Information

Prairie Lakes Educational Cooperative (PLEC) operates out of Madison, SD. PLEC was founded in 1993. Currently, PLEC serves eleven member school districts in eastern South Dakota: Baltic, Chester, Colman-Egan, Dell Rapids, Flandreau, Garretson, Howard, Madison Central, Oldham-Ramona, Rutland, and Tri-Valley. Prairie Lakes directly employs five school psychologists (three full-time and two part-time). In addition, PLEC contracts for fiscal management with Madison High School and administrative services with Dakota State University. Terry Stulken, a former principal, has contracted to lead PLEC as Director since 2015. Mr. Stulken serves in the role part-time.

### ii. Scope of Services Provided

PLEC's cooperative agreement grants it the authority to "assist member districts in providing appropriate educational services for all children." The cooperative agreement can be seen in [Appendix 12](#). Within this broad grant, PLEC provides four core services: 1) Psychology Services, 2) Perkins grant writing, 3) Medicaid billing, and 4) PT and OT contract negotiating. For school psychology services, PLEC employs school psychologists who work in member schools at the direction of the local special education director. Perkins grant writing and Medicaid billing are both carried out by PLEC administration without the use of additional staff. Finally, PLEC negotiates and contracts intermittently with an PT and OT service provider who sets a standard rate for member schools. Eight of the eleven schools access PT and OT services through this contract.

PLEC provides occasional training to non-member districts in the form of workshop training sessions that they permit non-members school to attend for a small fee. Outside of these rare instances, PLEC provides services exclusively to its members.

In 2014-15, PLEC provided a total of 560 days of school psychology services to its member school districts. The largest consumers were Madison Central, Dell Rapids, Flandreau, and Tri-Valley with between 84 and 91.5 days. The breakdown can be seen in [Appendix 13](#).

### iii. Fee Structure

PLEC collects revenue from member school districts to pay for administrative costs and school psychology services. For the PT and OT contract, the schools pay the service provider directly for services at the cooperative rate negotiated by PLEC.

To pay for administrative costs, PLEC uses the following mechanism: 25% of administrative fees are collected from the school districts based on the prior year's fall enrollment; 75% of the administrative fees are collected equally from each school district.

PLEC collects fees for school psychologist services based on a fee-for-service model. PLEC divides the \$360,000 needed to pay its employee psychologists among the schools based on the number of days of service requested.

The 2014-15 allocation of expenses can be seen in [Appendix 14](#).

iv. Internal Controls

PLEC's cooperative agreement requires regular evaluation of the administrative staff by the Board of Directors. Additionally, PLEC by-laws require the creation of an Advisory Board comprised of the Superintendents (or their designees) from each member school district as an additional check on the actions of administrators and the Board of Directors.

The Director reviews expenses initially before they are approved by the Advisory Board and passed to the Board of Directors for final approval. The checks are actually written by the Madison School District. While contracts are negotiated by the Director, the Board President signs all contracts. Despite these procedures, the most recent audit identified a deficiency in the lack of segregation of duties for revenues. This deficiency is common to many cooperatives, who lack the requisite staff to segregate revenue duties.

## D. Black Hills Special Services

### i. General Information

Black Hills Special Services (BHSSC) operates out of Sturgis, SD and Rapid City, SD. BHSSC was founded in 1980. Currently, BHSSC has twelve member school districts in western South Dakota: Belle Fourche, Custer, Douglas, Edgemont, Haakon, Hill City, Hot Springs, Lead-Deadwood, Meade, Oelrichs, Rapid City, and Spearfish. In addition, BHSSC serves as the ESA for Region 7, serving Belle Fourche, Custer, Douglas, Edgemont, Elk Mountain, Haakon, Hill City, Hot Springs, Lead-Deadwood, Meade, New Underwood, Newell, Oelrichs, Oglala Lakota, Rapid City, Spearfish, and Wall.

BHSSC is unique in terms of its size and scope of activities. As previously mentioned, BHSSC has a close connection to Three Rivers. BHSSC serves every school district in South Dakota in some form. In particular, and as discussed more fully below, BHSSC's division Technology In Education (TIE) carries out many key technology initiatives in South Dakota's schools.

Black Hills Special Services is led by Dr. Joe Hauge, who was named Executive Director in 2013. Prior to assuming the role, Dr. Hauge worked for BHSSC in the TIE division.

### ii. Scope of Services Provided

The BHSSC Constitution and bylaws grant it broad authority to provide "academic educational resources, human services, cooperative purchasing and other services deemed appropriate" by the board to "public or private entities." A copy of the constitution and bylaws can be seen in [Appendix 15](#). The governing documents also purport to establish Home Rule for BHSSC, claiming "the authority to take whatever action is necessary to implement the stated purposes and goals, unless specifically prohibited by statute or bylaw." BHSSC's bylaw scope of authority is matched by an aggressive interpretation of the statutory scope of authority found in S.D.C.L. 13-5-31.

BHSSC does not distinguish between cooperative and ESA work. Because BHSSC provides services to such a broad array of recipients, it would be futile to draw a line between cooperative services, ESA services, and non-ESA contracted services. Therefore, the report will describe the services provided by BHSSC writ large.

BHSSC groups their services into seven divisions: Contracted Services, Developmental Disabilities, Community and Family Services, Human Services, TIE, Education and Workforce Development, and Economic Development. Each will be described below, particularly noting the key services provided, the constituency served, and the size of the division where appropriate. In addition, [Appendix 16](#) will include a chart listing each discrete service provided by a BHSSC division to a school district.

BHSSC supports member schools through **Contracted Services** by providing Occupational Therapists, Physical Therapists, School Psychologists, Speech Language Pathologists, Sign



Interpreters, ELL Teachers, and Special Education Directors. These reflect the typical, core special education related services provided by most cooperatives. Member schools use these services as needed on a fee-for-service basis.

BHSSC's **Developmental Disabilities** division is a Community Support Provider, supporting 160 people with developmental disabilities in the Black Hills region. Prior to 1990, the division served exclusively youth, but has expanded its reach to support adult populations as well. The Developmental Disabilities division provides support in many forms, including service coordination, instruction and education, employment assistance, residential support of varying levels of intensity, and community engagement and recreation. The division is BHSSC's largest in terms of FTE, as can be seen in [Appendix 17](#).

BHSSC's **Community and Family Services** division provides educational programs and services focused on ensuring a strong connection between schools and families. In addition to administering Birth to Three, this division's primary services include providing after-school programming and events to encourage parent-school interaction in certain Title I schools in the region. The division is BHSSC's smallest.

BHSSC's **Human Services** division is multi-faceted, providing services in a number of different areas statewide. The division is based in Pierre. Most prominently, the division offers a wide variety of health programming, transitional services for special education students leaving high school, and assistive technology for people of all ages with physical or mental disabilities. In offering health programming statewide, the division works closely with South Dakota's Department of Health to provide tobacco prevention services and colorectal cancer screening promotions. In addition, the division has a cooperative agreement with the state Departments of Education and Human Services to assist students with disabilities across South Dakota in transitioning from secondary school into the workforce or further education. Finally, the division administers Dakotalink statewide, to assess needs, provide assistive technology, train individuals on assistive technology and provide support going forward for individuals with functional mental or physical limitations. Dakotalink has specialists based in Aberdeen, Brookings, Rapid City and Sioux Falls. Dakotalink works with students, adults, and the elderly.

**TIE** was founded in 1986 to train schools on how to use very early generation computers. TIE administers technology programming in schools and provides high-level training on technology, instruction, assessment, professional development, and leadership. TIE hosts South Dakota's largest educator training event each year. TIE is at the forefront of several of South Dakota's key education initiatives, including math and reading instruction coaching, partnering to deliver online instruction through customized learning as well as the Northern State University e-campus, and conducting the School Improvement Process for struggling schools. As previously noted, the director of TIE is Julie Mathiesen, who also serves as Director of the Three Rivers Educational Cooperative. TIE is BHSSC's largest division in terms of budget.

The **Education and Workforce Development** division provides broad workforce education and support to high school students and adults seeking to enter or re-enter the

workforce. It is important to note that this is not focused solely on individuals with disabilities. Among the key programs are running the Career Learning Center in Rapid City, providing alternative education to students with behavior problems, conducting community education programs, and administering after-school programming for high school students. The Career Learning Center administers National Career Readiness Certificate and GED testing as well as English as a Second Language programming and résumé assistance for job seekers. The Center is located in Rapid City, with satellite offices in other parts of the Black Hills.

BHSSC's **Economic Development** division works with several area economic development entities to arrange loans and provide economic development services to businesses in the Black Hills. The division arranges and writes loans through the Small Business Administration's 504 Loan program, which are approved by the Black Hills Community Economic Development board, as well as the West River Revolving Loan Fund, which are approved by the West River Foundation. The BHSSC Board does not approve or issue any loans. In addition, the division provides technical assistance to businesses in reviewing business plans and helping navigate federal regulations.

These tasks are unique to BHSSC. No other cooperative engages in similar activity. The economic development efforts would need to fall under "other services deemed appropriate," language found in S.D.C.L. 13-5-31.<sup>42</sup>

A chart showing FTEs by division can be seen in [Appendix 17](#).

### iii. Fee Structure

BHSSC operates almost exclusively on a Fee-for-Service basis. The twelve cooperative members pay \$3,000 per year in membership fees, the same rate they have paid for more than thirty years. In return for this membership fee, the cooperative members get a discounted rate for services and priority in cases of limited service availability.

All other services are provided to clients ranging from governmental entities, non-profits, school districts, and individuals for a set fee per day of staff time used.

In 2014-15, BHSSC derived \$5,225,398 in fee for service revenue to school districts that are members of the cooperative. Non-cooperative districts accounted for \$945,120 in revenue and BHSSC collected \$671,550 in revenue from the State of South Dakota for services provided to school districts. Obviously, because BHSSC provides many services that are not provided in or to schools, this is far from the totality of their revenue.

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<sup>42</sup> "A cooperative service unit may provide academic educational resources, human resources, special education services, payroll services, cooperative purchasing, workers' compensation, group health insurance, and other services deemed appropriate by a majority vote of the governing board and in keeping with the laws of the State of South Dakota."

iv. Internal Controls

BHSSC's internal audit did not identify any deficiencies that the auditor considered to be material weaknesses.

BHSSC has fairly sophisticated internal control processes. These processes include formal policies on conflicts of interest, bank reconciliations, documentations based on source documents, small purchase processing, cost policies and a cost allocation plan, incident reporting, and sub-recipient monitoring.

In addition, BHSSC informally makes efforts to segregate fiscal duties. BHSSC provides multiple oversight levels by Division Directors and Program Directors to identify and evaluate exposures to loss in their areas. The Business Manager then evaluates systemic exposure to loss for the entirety of BHSSC.

A chart showing the multiple levels and areas of oversight can be seen in [Appendix 18](#).

## E. North Central Special Education Cooperative

### i. General Information

North Central Special Education Cooperative (North Central) operates out of Aberdeen, SD and Groton, SD. North Central was founded in 1971-72 as a Multi-District providing Speech and Hearing services to area schools. While retaining the original services, North Central's scope of services has grown to include other special education related services. The cooperative serves eight schools in the northern James River area: Doland, Frederick, Groton, Hitchcock-Tulare, Langford, Leola, Northwestern, and Warner school districts. In addition to these member districts, North Central provides school psychology services to Ipswich school district.

North Central is entering its first year under the governance of new by-laws and a new governing board. The new by-laws can be seen in [Appendix 19](#). Previously, North Central had operated pursuant to a joint powers agreement, but has now adopted by laws explicitly under the cooperative statutes. Groton school district serves as the fiscal agent for North Central and its business manager serves both entities. North Central is led by full-time Executive Director Kristi Hilzendeger, who took the position in 2015 after working at South Central Educational Cooperative, and part-time Business Manager Mike Weber, who has worked with the cooperative since 1993.

### ii. Scope of Services Provided

North Central's by-laws list core special education related services that the cooperative provides, including: speech language pathology, hearing screening, psychological services, early childhood evaluation and services, preschool screening, and technical assistance. Staying well within the scope of their authority as well as the statutory scheme, North Central provides just these "certified and licensed" services. Among these services, Speech and Language accounts for the most employees with five full-time speech pathologists employed. Beyond the special education related services, North Central provides some professional development to its member schools, often focused on the Individualized Education Plan and special education updates.

In addition to these services, North Central is a Birth-to-Three service provider in the areas of speech language and early childhood special education. North Central also contracts with the Department of Education to do Accountability Monitoring and Results-Driven Accountability work. North Central serves as a fiscal agent for employees carrying out the Ed Spec program. North Central has thirteen employees.

In 2014-2015, North Central provided twenty-five days per week of Speech and Language services. Each school received some services, broken out as can be seen in [Appendix 20](#). North Central provided thirteen and a half days per week of early childhood special education. While each school received some early childhood special education services, only Groton had a fully dedicated teacher in this area. North Central conducted hearing screening, preschool screening, psychological evaluations, and special education technical

assistance in each school. Additionally, every district received professional development training on the IEP Process, while Doland also received professional training on crisis prevention methods.

### iii. Fee Structure

North Central's by laws require each member school to contribute all IDEA funds received to the cooperative. North Central's fee structure comes from two components: a fixed cost and a local share. The fixed cost is paid out of general funds and is equal for each school. Generally, the fixed cost pays for administrative costs of the cooperative. The local share is based on school enrollment. This hybrid approach ensures that each school pays a baseline amount, while larger schools (with greater service needs) contribute more funds through the local share portion.

In 2014-2015, North Central charged each member school a fixed cost of \$6,000. In addition, the cooperative determined its costs required a total of \$77,000 to be collected via the local share. The \$77,000 was apportioned among the schools based on enrollment, with Groton, the largest school, paying \$21,329 and the Doland, the smallest school, contributing \$5,852. The local share breakdown can be seen in [Appendix 21](#). In addition, the cooperative collected \$493,616 from the member schools in federal IDEA funding.

### iv. Internal Controls

North Central's internal audit did not identify any deficiencies that the auditor considered to be material weaknesses.

North Central does not have its own conflict of interest policy, but picks up Groton's in the absence of such a provision in its own by laws. Likewise, North Central has been included in Groton's audit in past years, due to its role as fiscal agent in a joint powers agreement. It is unclear whether the cooperative will be subject to its own audit going forward under the new cooperative by laws.

Beyond these provisions, North Central conducts its own Risk Assessment and Monitoring Program, whereby the Groton superintendent randomly and unbeknownst to the business manager spot checks receipts and expense reports.

## F. South Central Cooperative

### i. General Information

South Central Cooperative (South Central) operates out of Tyndall, SD. South Central was founded in 1977-78. Currently, South Central serves eight school districts in south central South Dakota: Andes Central, Avon, Bon Homme, Menno, Scotland, South Central, Tripp-Delmont, and Wagner (which includes Marty) School Districts. The cooperative provides the core special education related services to its member districts. South Central currently provides no services to districts other than its members.

South Central is led by Cheryl Thaler, who has been Director since 2015.

### ii. Scope of Services Provided

South Central's founding document empowers the cooperative to "assist and provide member school districts with one or more educational services." The by-laws can be seen in [Appendix 23](#). South Central's current operation stays within this grant of authority. South Central has twenty-seven employees, including two administrative staff.

South Central provides core special education related services, including: early childhood special education instructors and paraprofessionals, speech language pathology, occupational therapy, physical therapy, and school psychology. For most of these tasks, South Central employs salaried specialists to provide services to the member districts. However, South Central also contracts for some early childhood teachers, occupational therapy, and school psychology. In addition to these services, South Central completes and submits IDEA and Perkins consortium grants. South Central also contracts with the state to provide Birth-to-Three services.

In 2014-15, South Central engaged in substantially similar activities, with a few additional services provided on a contract basis. In that year, South Central provided 285 hours per week of speech therapy, 310 hours per week of early childhood instruction and paraprofessional services, 46 hours and 36 hours of OT and PT respectively and 104 hours of school psychology each week. The [Appendix 24](#) shows a breakdown of the particular hours provided to each school.

The additional contract services in 2014-15 included Crisis Prevention Intervention and reading instruction training. The reading instruction services were provided by the then-Director, who was certified to provide the training. After she departed, South Central ceased providing services to non-member districts.

### iii. Fee Structure

The member districts contribute all of their IDEA funding to South Central. In addition, the school districts pay a district assessment. The district assessment is derived from three components: a flat rate, a general fund per pupil rate, and a special education per pupil

rate. The flat rate or base special education cost is a set amount and is included in the total special education cost with the special education per pupil rate. The general fund rate is charged for every student, based on that district's fall enrollment. The size of the general fund rate is determined by estimating the general funds needed for a given year and dividing by the total fall enrollment of the eight school districts. The special education per pupil rate is assessed to each student served and is added, as previously noted, to the special education base cost to determine the total special education cost.

In 2014-2015, the base special education cost (flat rate) was \$17,000 per school district. For that year, the total general fund expenditures totaled \$14,000 and the rate per pupil was \$4.73. Finally, the special education per pupil rate was \$144.69. The total breakout of district contribution (not including the IDEA funds) can be seen in [Appendix 25](#).

#### iv. Internal Controls

South Central's 2015 audit noted a material weakness due to a "lack of proper segregation of duties for revenues." This weakness is common among cooperatives and other small local governments in the state.

South Central adopted conflict of interest and standard of conduct policies in August 2016. Both policies, along with South Central's P.A.R. can be seen in [Appendix 26](#).

In addition to its board of directors, South Central has an advisory board comprised of superintendents of the member districts. The advisory board is frequently informed and often provides direct advice to South Central leadership.

## G. Southeast Area Educational Cooperative

### i. General Information

Southeast Area Educational Cooperative (Southeast Area) operates out of Beresford, SD. Southeast Area was founded in 1987. The cooperative's members are largely south of Sioux Falls, including: Alcester-Hudson, Beresford, Canton, Elk Point-Jefferson, Gayville-Volin, Irene-Wakonda, and Viborg-Hurley School Districts. Southeast Area provides core special education related services in addition to a number of contract services for other school districts and teachers in the area.

Tricia West leads Southeast Area as Interim Director. Ms. West assumed the role on July 1, 2016. She has worked for Southeast Area for 19 years.

### ii. Scope of Services Provided

The Southeast Area Articles of Incorporation provide that the cooperative is authorized to “assist Member districts in providing appropriate educational services for all children and to offer, on a cooperative basis, services that districts would not be able to provide as effectively or as economically acting alone.” The governing document can be seen in [Appendix 27](#). The authorizing language appears to permit servicing both member districts and non-member districts. The types of services provided clearly are within the scope of both their articles of incorporation and the statutory authority.

The special education related services provided include early childhood special education instruction and paraprofessional services, speech language pathology, occupational therapy, physical therapy, school psychology, autism services, and adapted physical education. Each of these services, in addition to Medicaid billing and special education-related administration support, are provided to each of Southeast Area's members. Southeast Area also provides birth to three services (both prolonged and part C) in the region.

Non-member services include the Southeast Area Interactive Long Distance Learning (SILDL), CPI Training, Kindergarten Academy, Perkins consortium processing, Medicaid billing, and group paper and medical supply cooperative purchasing.

Southeast Area acts as fiscal agent for SILDL. The program was founded between fifteen and twenty years ago. Southeast area receives a 5% administrative fee for serving as fiscal agent. SILDL provides distance education to twenty school districts in the area, including some school districts north of Sioux Falls. Some of the classes offered are entirely recorded, while others are interactive. Some dual credit courses are offered in a partnership with Mount Marty College.

The Kindergarten Academy has been held for eighteen years. It is a two-day kindergarten teacher training program. Approximately two hundred kindergarten teachers from South



Dakota, Iowa, Nebraska, and Minnesota attend. Southeast Area facilitates the training, bringing in recognized leaders in the area rather than conducting the training themselves.

Southeast Area serves as fiscal agent for a few projects, including Southeast Area Network Administrators (SANA) and South Dakota Council of Special Education Administrators (SDCASE). Southeast Area provides Crisis Prevention Intervention (CPI) training to its members. The CPI trainer also serves as a school psychologist for Southeast Area. In addition, Southeast Area is a Birth-to-Three provider.

Southeast Area employs 31 individuals, including two full time administrators and one part-time administrative staff member. Most employees are salaried, although early childhood special education paraprofessionals are paid hourly.

In 2014-15, the predominant service provided to member districts was speech therapy, which accounted for 41% of the budget. The next largest was early childhood special education, which accounted for 22% of the budget. Prolonged special education and adapted physical education are relatively minor services, both accounting for less than 3% of the budget.

### iii. Fee Structure

The member districts contribute all of their IDEA funding to Southeast Area. In addition, Southeast Area assesses membership fees to each member district. Some of the fees are assessed per school, some are assessed based on the previous year's fall enrollment, and some are based on the December 1<sup>st</sup> child count. These membership fees, along with the IDEA funding, pay for the special education related services described above.

In addition to these membership fees, Southeast Area charges fees based on services actually provided for the following services: Medicaid billing, Kindergarten Academy, fiscal agency, Perkins consortium administration, and SILDL.

### iv. Internal Controls

Southeast Area's internal audit did not identify any deficiencies that the auditor considered to be material weaknesses.

Southeast Area has a policy manual that includes a specific fraud policy. The policy includes provisions specifically governing reporting, investigation, confidentiality, and prevention. The policy can be seen in [Appendix 28](#). In addition, Southeast Area has a specific credit card policy.

Southeast Area has an Advisory Board, comprised of the member district superintendents, that reviews expenses and bills before the Board of Directors approves them. Informally, most receipts of Southeast Area are sent directly to the bank.

## H. Cornbelt Educational Cooperative

### i. General Information

Cornbelt Educational Cooperative (Cornbelt) operates out of Sioux Falls, SD. Cornbelt was founded in 1979. Currently, Cornbelt serves school districts west and southwest of Sioux Falls, including: Bridgewater-Emery, Canistota, Freeman, Hanson, Marion, McCook Central, Montrose, Parker, and Tea Area School Districts. The cooperative provides core special education related services to its member districts. It does not serve any districts other than cooperative members.

Cornbelt is led by Director Dean Kueter. Mr. Kueter has held the position for three years and is only the second Director Cornbelt has ever employed.

### ii. Scope of Services Provided

The Cornbelt Educational Cooperative Agreement provides that the cooperative “assist and provide member school districts with one or more educational services.” The cooperative agreement can be seen in [Appendix 29](#). Cornbelt stays well within this broad authority. As noted above, Cornbelt only provides core special education related services, and only provides them to its members.

In particular, Cornbelt provides speech language pathology, early childhood special education instruction, school psychology, Medicaid billing, Perkins consortium administration, and OT and PT bargaining. Speech language pathology represents Cornbelt’s largest service area, employing ten pathologists. Most of Cornbelt’s pathologists are assigned exclusively to one district, although a few share time between multiple districts. Cornbelt’s school psychologists, of which they have three, mostly provide psychological evaluations. Cornbelt retains a partial FTE to process Medicaid billing and another partial FTE to administer the Perkins consortium. Finally, Cornbelt negotiates a cooperative pricing scheme for OT and PT services for most members. After the pricing has been negotiated with Lifescape, a private entity, the school districts pay for the services directly and do not involve Cornbelt.

In 2014-15, Cornbelt provided 1,790 days of speech language pathology services, 968 days of early childhood special education instruction and conducted 205 psychological evaluations. Tea Area is Cornbelt’s largest member, consuming a little over one-third of all services provided. An estimate of services provided in the 2014-15 school year can be seen in [Appendix 30](#).

### iii. Fee Structure

The member school districts send all of their IDEA funding to the cooperative. In addition to the IDEA funding, the cooperative raises money from its member districts by a hybrid membership fee. Cornbelt sets a fixed assessment, which is equal for every school, plus a

per student assessment, which is based on the school district's fall enrollment number from the prior year.

For 2014-15, the fixed assessment charged to each school was \$36,500 and represented 52% total funds raised from school districts, exclusive of IDEA funding. The other 48% of funds were raised based on the per student assessment.

iv. Internal Controls

Cornbelt's internal audit did not identify any deficiencies that the auditor considered to be material weaknesses.

Cornbelt has an ethics policy and a conflict of interest waiver procedure in its Board Policies, which can be seen in [Appendix 31](#). The ethics policy specifies standards of conduct, helping the cooperative to define employee infractions. The conflict of interest disclaimer, an example of which can be seen in [Appendix 32](#), affirmatively and expressly draws attention to potential conflicts of interest.

Informally, Cornbelt's internal controls are aided by their Advisory Board, comprised of the superintendents of the member districts, who review and advise on cooperative activity. Further, all effort and billing logs are reviewed by the direct supervisor of the expense and re-reviewed by the business manager.

## I. Northwest Area Educational Cooperative

### i. General Information

Northwest Area Educational Cooperative (Northwest) operates out of Isabel, SD. Northwest's cooperative was founded in 1971, while the career and technical education (CTE) multi-district was founded in 1973. The following will describe both the education cooperative (ed. coop), which largely provides special education services, and the vocational multi-district (CTE multi-district), which provides career and technical education services. Northwest ed. coop and CTE multi-district serve member schools in northwest South Dakota, including: Bison, Dupree, Faith, Harding County, McIntosh, Timber Lake, Smee, Tiospaye Topa and McLaughlin. Bison does not participate in the CTE multi-district and Smee is not a member of the ed. coop. In addition, the coop provides some special education services to non-member school districts in the area and acts as fiscal agents for grant recipients working near the cooperative and across the state.

In addition, Northwest was the ESA for region 5, which spans north central and north western South Dakota. While Northwest remains the ESA for region 5, the only program for which it still acts as such is administering the Teacher of the Year program, a \$600 contract. Northwest will not provide any professional services under the ESA program for 2016-17.

Northwest has twenty-eight employees, including those for whom it acts as a fiscal agent. Northwest is led by Director Quinn Lenk, who has served in the role since 2014. Prior to taking the position, Mr. Lenk was Superintendent of Dupree school district.

### ii. Scope of Services Provided

Northwest area is unique in its dual role as administrator of a largely special education cooperative as well as a CTE multi-district. The governing document for the ed. coop can be seen in [Appendix 33](#), while that of the CTE multi-district can be seen in [Appendix 34](#).

Looking first to the ed. coop side, Northwest provides speech language pathology, school psychologist, early childhood special education, and Birth-to-Three services to member and non-member districts. Among these, speech and language is the largest portion, with three speech pathologists on staff. Northwest employs one math specialist via the SD Counts grant to train teachers in math instruction.

Northwest also employs six individuals dedicated exclusively to carrying out state contracts. These employees carry out work as prescribed under state grants. The programs include: SST, MTSS, Ed Spec, SD Counts, and Common Sense Parenting. For these employees, Northwest is acting as a "fiscal agent" only. Other than for Common Sense Parenting and SD Counts, the grant work is largely done outside Northwest's ESA or cooperative region.

On the CTE multi-district side, Northwest has unique and highly touted mechanism for providing high-level, hands on instruction in some of the sparsest areas of South Dakota. Northwest operates eight CTE units. Each unit is mobile and includes a different CTE subject: Drafting & Design, Commercial Graphic Design, Health Science Careers, Restaurant Management/Culinary Arts/Food Technology, Cabling, Welding Technology, Small Engine Mechanics, and Building Trades. Each mobile unit rotates to a different school each semester. The staff travel with the units. These services are provided to Dupree, Faith, Harding County, McIntosh, McLaughlin, Smee, Timber Lake, and Tiospaye Topa.

### iii. Fee Structure

All member schools except McLaughlin send all of their IDEA funds to the ed. coop. In addition, the cooperative recoups special education costs from districts based on their service usage and administrative costs based on the prior year's fall enrollment.

A chart showing estimated usage and contribution in 2014-15 can be seen in [Appendix 35](#).

On the CTE multi-district side, each member school contributes \$78,750 to participate, while non-member Tiospaye Topa contributes \$82,750.

### iv. Internal Controls

Northwest's 2015 audit noted a material weakness due to a "lack of proper segregation of duties for revenues." This weakness is common among cooperatives and other small local governments in the state.

The Northwest bylaws require monthly reports to be drafted by the administration and submitted to board members. These reports include every check written by the cooperative. Informally, the board members divide the vouchers and checks among themselves to review and evaluate. The Chairman makes a final review and signs the checks.

Northwest does not have a specific conflict of interest policy on file.

Northwest actually has two boards of directors: one for the ed. coop and one for the CTE multi-district. Many board members overlap, although Smee, as previously noted, is only a member of the CTE multi-district, while Bison is only a member of the ed. coop.

## J. James Valley Education Cooperative

### i. General Information

James Valley Education Cooperative (James Valley) operates out of Mitchell, SD. James Valley was formed in 1997. Currently, James Valley serves the following four schools: Mitchell, Parkston, Sanborn Central, and Woonsocket. James Valley provides certain, but not all, special education related services to its members. James Valley does not serve any schools other than its members and has no current contracts with the Department of Education.

James Valley is led by Director of Special Education Tracy Christensen.

### ii. Scope of Services Provided

James Valley's cooperative agreement lists its purpose as helping to "provide equal educational opportunity for all students in member school districts." The cooperative agreement can be seen in [Appendix 36](#). It stays well within this broad goal, providing only the following services: special education administrative support, school psychology, physical therapy and occupational therapy. James Valley's cooperative agreement does provide for serving non-member districts.

Director Christensen provides the special education administrative support. James Valley employs salaried specialists in the areas of school psychology, physical therapy, and occupational therapy.

### iii. Fee Structure

James Valley derives all of its revenues from membership fees. It does not appear to receive any direct IDEA funding. The membership fees are determined based on the total expenditure of James Valley and each school's fall enrollment the previous year. Each school pays proportional to its general student population.

In 2016-17, the funding was split as follows: Mitchell, 75%; Parkston, 14%; Sanborn Central, 5%; Woonsocket, 6%.

### iv. Internal Controls

James Valley's internal audit did not identify any deficiencies that the auditor considered to be material weaknesses.

James Valley's Board of Directors is unique in that it consists of the superintendents from the four schools and a school board representative from Mitchell and Parkston. The board does not precisely track the statutory requirements for cooperatives, which proscribe that the board members must be comprised of one school board member from each member school district.

James Valley's finances are handled through the Mitchell School District business office. The business manager is Steve Culhane. All payroll and benefits are maintained by the Mitchell School District. In addition, the Mitchell School District receives and disburses all monies, prepares and maintains the budget and financial reports, and prepares an annual report for review.

## K. Mid-Central Education Cooperative

### i. General Information

Mid-Central Educational Cooperative (Mid-Central) operates out of Platte, SD. Mid-Central was founded in 1977. Currently, Mid-Central has fourteen members: Armour, Burke, Colome, Corsica, Ethan, Gregory, Kimball, Mt. Vernon, Platte-Geddes, Plankinton, Stickney, Wessington Springs, White Lake, and Wolsey-Wessington School Districts.

Following a scandal that came to light in late 2015-early 2016, Mid-Central elected to dissolve as of June 30, 2017. This report will not focus on the scandal, the fee structure or internal controls contributing to it, or the particular programs implicated. Instead, it will provide a general overview of the services provided by Mid-Central.

Mid-Central is currently led by interim Director Bob Krietlow. Mr. Krietlow was formerly the Superintendent of the Stickney School District and has agreed to lead the cooperative until its dissolution in 2017.

### ii. Scope of Services Provided

Mid-Central's cooperative agreement references that it was created to meet its members needs in the areas of "special education and services to children who are in need of special or prolonged assistance or other services that said Member Districts mutually agree to provide." The cooperative agreement can be seen in [Appendix 44](#).

Broadly, Mid-Central provided (and in some cases continues to provide) Special Education services, Professional Development services, operated the DIAL School and SD Innovation Lab, and administered several grants.

Mid-Central's special education offerings mirrored those offered by most cooperatives, including: school psychology, speech language pathology, early childhood special education, physical therapy, and occupational therapy. In addition, Mid-Central employed academic evaluators, a behavior specialist, and a birth-to-three coordinator.

In 2013-14, Mid-Central provided many professional development and administrative support services to school districts. The professional development programs implemented or carried out by Mid-Central included: the teacher and principal effectiveness model, SD Counts, 21st Century Skills for Teachers, Reading and Math Coaching, and many others. The administrative support services included: support in implementing SD-STARS and CTE SD MyLife, assistance in compiling a school profile, training teachers on using the assessment portal, among others. Mid-Central was a regional leader in providing many of these services.

Mid-Central operated the DIAL School and SD Innovation Lab (SDIL). DIAL Virtual School provided online coursework to school districts statewide. In 2013-14, DIAL had sixty-two instructors contracted as adjunct faculty to provide the coursework. SDIL was a



partnership between Mid-Central, Sanford Research, and the PAST Foundation. SDIL sought to provide innovative approaches to education in rural areas.

Finally, Mid-Central administered several large grants, including SD Gear Up, SD College Access, and SD Teacher Quality.

## L. East Dakota Educational Cooperative

### i. General Information

East Dakota Educational Cooperative (EDEC) operates out of Sioux Falls, SD. EDEC was founded in 1986. Currently, EDEC has three members: Brandon Valley, Lennox and West Central. In addition to serving its members, EDEC provides extensive special education services to schools in the region and provides professional services to schools statewide.

EDEC is currently transitioning to doing business as Teachwell Solutions. Under the new trade name, the cooperative will maintain the same powers and recognition under state law.

EDEC is led by Director Joan Frevik, who has served in the role since 2011.

### ii. Scope of Services Provided

EDEC's cooperative agreement states that the cooperative is authorized to the fullest extent permitted under South Dakota law. The cooperative agreement can be seen in [Appendix 37](#). Without limiting its general scope further than the statutes provide, the bylaws provide that EDEC can "provide auxiliary educational services to member districts and other public and private entities through cooperative planning or action or both." EDEC stays within this broad authorization, providing educational services to educators, school administrators, and students.

EDEC is most akin to Black Hills Special Services, although its scope of services is focused more directly on education. EDEC provides a broad array of educational services to member and non-member districts. Generally, EDEC's services fall into four categories: special education vocational support, special education related services, alternative school settings, and professional services.

#### **Special Education Vocational Support**

EDEC provides several programs that help individuals with developmental disabilities to enter and remain in the workforce: EDEC Transitions and Project Search and College and Career Readiness. Many of the programs overlap and support one another.

EDEC Transitions supports 18-21 year old individuals with mild to moderate disabilities. In the Transitions program, EDEC matches individuals with appropriate jobs, provides support and instruction on community participation and home living, and educates on self-sufficiency in problem solving. Project Search serves a similar population, but partners with Avera McKennon to place students in healthcare-related jobs.

Through the College and Career Readiness Program, EDEC provides one-on-one, specialized support for high school students with disabilities who are seeking to enter the

workforce. EDEC partners with the Project Skills program, which is funded by the state Department of Human Services.

The Special Education Vocational Support services are not limited to EDEC's members. They are provided to the member school districts as well as individuals in the area who are not affiliated with member school districts.

### **Special Education Related Services**

EDEC is unique in terms of special education related services. EDEC provides very limited traditional special education services. Currently, EDEC provides occupational therapy, physical therapy, and an autism specialist to the Brandon Valley School District. While they offer the capacity to provide more related services, they do not currently provide any special education related services to the other two member districts. In addition, they do not provide any core related services to non-member districts.

### **Alternative School Settings**

EDEC provides two alternative school settings: McCrossan Boys Ranch and EDEC Academy. The two schools have distinct missions and serve different populations.

McCrossan Boys Ranch provides residential education to boys age 9-20 with behavior problems that require specialized or alternative services. The school is a private non-profit operated by EDEC since 1998. In addition to traditional instruction, McCrossan provides counseling, specialized services, and agricultural activities for its students.

EDEC Academy provides special education to middle and high school students with developmental disabilities and behavioral disorders. EDEC Academy serves 70-90 students who go to school on EDEC's campus. Students are referred to the Academy by their school districts.

Both programs serve students from member as well as non-member districts. The both operate on a fee for service basis.

### **Professional Services**

EDEC provides professional development and fiscal services to school districts.

EDEC offers a vast array of professional development training. The fifteen distinct programs offered include: Teacher Effectiveness System, Principal Effectiveness System, Webb Leveling, Higher Order Thinking, Data Analysis, DIBELS, Assessment Design, Standards-Based Grading, Close Reading Strategies, Text-Dependent Questioning Techniques, Literacy Integration, Differentiated Instruction, Active Participation in Learning, Vocabulary Development, and Book Studies. They are currently developing training in several additional topics.

EDEC contracts with Cornbelt Educational Cooperative to provide business management services. They offer the service to other districts, but currently only provide to Cornbelt.

EDEC provides the professional development training to school districts across the state. As mentioned, they provide fiscal services to another cooperative, but no school districts currently. The services are both provided on a fee for service basis.

### iii. Fee Structure

EDEC's members provide membership fees and per student fees. The membership fees are as follows: Brandon Valley, \$5,000; Lennox, \$3,000; West Central, \$3,300. The member districts also pay EDEC \$1 per student based on the prior year's fall enrollment.

Non-members pay for each service described above on a purely fee for service basis.

### iv. Internal Controls

EDEC's 2015 audit noted a material weakness due to a "lack of proper segregation of duties for revenues." This weakness is common among cooperatives and other small local governments in the state.

EDEC has an express Conflict of Interest policy that has been in place since 2004. The policy can be seen in [Appendix 38](#). In addition, EDEC has recently devised a new method of segregating duties that it hopes will remove the weakness noted in their audit without adding any expense. The method flattens the structure of fiscal oversight and grants information access to more individuals. The access is primarily granted through the use of technology, Google Sheets in particular.

In addition, EDEC requires Personnel Activity Reports (PARs) for each employee working on a state or federal contract. The PARs show time, effort, and mileage for each employee. Access to the PARs is shared among a number of administrators.

Finally, EDEC uses a highly integrated project management system to efficiently and effectively track the progress and activity of employees working on given projects. The system tracks particular outcomes within the projects. Again, EDEC makes use of technology to share files, project folders, progress and accountability reports, and calendars. The system was developed for the Department of Education in order to make more accurate project proposals, track outcomes and their costs, and to keep the Department informed of contractor activity.

## M. Northeast Educational Services Cooperative

### i. General Information

Northeast Educational Services Cooperative (Northeast) operates out of Hayti, SD. Northeast was founded in 1980-81. Northeast serves the following twenty-four member school districts in the northeast quadrant of the state: Arlington, Britton-Hecla, Castlewood, Clark, DeSmet, Deubrook, Deuel, Elkton, Enemy Swim Day, Estelline, Florence, Grant-Deuel, Hamlin, Henry, Iroquois, Lake Preston, Rosholt, Sioux Valley, Summit, Waubay, Waverly, Webster, Willow Lake, and Wilmot. The cooperative is the state's largest in terms of membership. In addition to these member schools, Northeast provides very limited services to non-member schools.

Northeast is led by Jerry Aberle, who has served as Director since 2006.

### ii. Scope of Services Provided

The Northeast by-laws grant the cooperative the authority to “assist member districts in providing appropriate educational services for all children and to offer, on a cooperative basis, services that districts would not be able to provide as effectively or as economically acting alone.” The by-laws can be seen in [Appendix 39](#). In addition, the by-laws provide that member districts are required to participate in the provision of core special education related services, namely: speech language pathology, occupational therapy, physical therapy, early child hood special education, and school psychologist services. All other services are optional to member districts. While the articles provide no express authority to serve non-member districts, doing so is clearly within the statutory authorization referenced in the bylaws. Additionally, Northeast organizes and assists in staffing the Extended School Year program, which provides special education services to students over the summer months.

Beyond the core special education related services, Northeast provides a number of specialty education programs and administrative support to member districts. The specialty education programs include Reading Recovery, a reading intervention program for first graders and Center Base, providing services to students with severe developmental disabilities. The administrative support includes assistance to school districts in developing special education transition programs and comprehensive plans, cooperative purchasing of online curriculum (APEX) and paper, and processing applications for federal flow through funding, §504 assistance, and Medicaid billing.

Northeast is also the ESA for region 1, which encompasses the northeast corner of the state. However, since the ESA funding went away in 2011, Northeast reported a marked decrease in provision of professional development services. In 2016, Northeast held contracts with the state to provide reading and science coaching, administer the Teacher of the year program, implement science standards, carry out the Ed Spec program and Train the Trainer on teacher effectiveness programs. Northeast also contracts to provide Birth-to-Three services in the region. All state-cooperative contracts can be seen in [Appendix 2](#).

In 2014-15, speech language services represented Northeast's largest service delivered, with approximately 2,450 days of service going to the twenty-four member schools. Roughly half that many days were dedicated to school psychologist services and occupational therapy. For each service, the number of days delivered is based on school district and student need. A full estimate of the services provided by NESC for the year can be seen in [Appendix 40](#).

### iii. Fee Structure

Northeast's member school districts send all of their IDEA funding to the cooperative. In addition, the member districts pay special education administrative costs, core service costs, and non-special education administrative costs (general fund costs) through separate funding mechanisms. Half of special education administrative costs are paid on a flat rate per school and the other half is based on the school district's special education child count. Core services costs are paid completely based on the school district's special education child count. The general fund costs, which go towards items that cannot be paid for with IDEA or state special education funds, are based on the school district's fall enrollment.

The specialized education programs (Center Base, Reading Recovery, and Extended School Year) are generally funded on a fee for service basis.

### iv. Internal Controls

Northeast's 2015 audit noted a material weakness due to a "lack of proper segregation of duties for revenues." This weakness is common among cooperatives and other small local governments in the state.

Northeast has formal policies for the proper management and tracking of their credit and business cards. All receipts require signing and invoicing. Further, Board members see and approve all receipts, including credit card receipts, monthly. Northeast recently started using PARs, an example of which can be seen in [Appendix 41](#).

Northeast has had substantial longevity on their twenty-four member board, including two members with more than ten years of experience.

## VI. Cost/Benefit Analysis

As requested, the following is a “cost/benefit analysis of providing any of these services at the department level instead of contracting for them.” Because the request specifically notes contracted services, rather than those provided at the behest of school districts, the scope of the analysis will be limited to those programs for which the Department of Education contracted in 2016. It is important to note that many of the contract programs to be discussed have short timelines or fluctuating staffing requirements.

For sake of organization, the analysis will group services based on the broad areas identified in Section IV: Administrative Services; Professional and Coursework Development; Birth-to-Three; Conference Support and Meeting Facilitation; and Other.

### A. Administrative Services

The 2016 DOE-cooperative contracts in the area of Administrative Services totaled \$1,323,048. The \$1.3 million represents just short of \$1 million in IDEA funding and about \$330,000 in federal Title funding. None of the administrative service contracts were paid from General Funds.

The projects in this area generally provide support for low-income schools or assist schools in complying with federal programming. The contracts typically fund two or fewer positions. The services are generally provided directly to school administrators in their schools, and thus reach every corner of South Dakota.

The additional cost to the Department of providing the Administrative Services contained in these contracts would largely be in oversight. The contracts already include wages paid to the service providers plus administrative fees that the cooperatives collect as a result of processing the contracts. Due to the rural nature of many of the schools served, there are few employees with the requisite training to carry out these services. Thus, the services would, in many cases, be delivered by the same person, who would be an employee of the State of South Dakota rather than that of an education cooperative. The new employee would require direct supervision by the Department.

In some cases, education cooperatives are currently acting as fiscal agents for Administrative Services contracts. In limited cases, this relationship amounts to the Department contracting with the education cooperative, the cooperative administering the contract and directly employing the service provider, but the state directing the work of the service provider. In these cases, oversight may be improved by direct employment by the Department without incurring great deal of additional expense. The prevalence of this practice varies greatly by cooperative and project.

## B. Professional and Coursework Development

The 2016 DOE-cooperative contracts in the area of Professional and Coursework Development totaled \$898,217. Nearly all of this funding (\$831,517) came from General Funds.

The projects in this area generally provide training for school employees and development of content standards and online coursework. They include a number of the Department's most prominent projects, including Reading and Math Coaching. Many of the contracts are small, with fifteen of the twenty-one contracts totaling less than \$40,000. The services are provided across the state, either directly to teachers, counselors, and principals or directly affecting coursework content.

Many of the projects in this area are small and would represent partial FTE. As a result, replacing these cooperative contracts with Department employees may bring additional challenges. Cooperatives often employ professional development trainers that assume multiple projects in a year, not always in the professional development area. Similarly, in coursework development, cooperatives may have employees with particularized skills or experience resulting from their work for school districts that would not be replicable by a Department employee, unless the Department dramatically expanded its scope of operation.

The benefits of Departmental assumption of some professional development activities include consistency across regions and specialization in a training area. Several cooperatives noted that keeping one staff member who is expected to be competent in all areas of professional development training is not feasible, given the increase in the number and complexity of the programs. Thus, the Department or a larger organization that can dedicate particular staff to particular areas of training may yield a qualitative benefit in training.

## C. Birth-to-Three

The 2016 DOE-cooperative contracts in the area of Birth-to-Three totaled \$52,700. The provision of Birth-to-Three services is a natural fit for education cooperatives, who can levy their expertise in special education to serve the region's needs.

## D. Conference Support and Meeting Facilitation

The 2016 DOE-cooperative contracts in the area of Conference Support and Meeting Facilitation totaled \$915,873. Less than half, \$413,719, came from General Funds while slightly more than half, \$470,154, came from IDEA funds. Small amounts of Title and SIG Administrative funds were also used.

Three very large projects accounted for 65% of these funds: facilitating revision, lesson plan development, and workshops for Oceti Sakowin Essential Understandings & Standards



(\$255,000); organizing the Aspiring School Leaders program (\$217,000); and supporting the Summer Education Conference (\$122,000).

#### E. Other

The 2016 DOE-cooperative contracts in assorted Other Areas totaled \$196,365. None of this total came from General Funds.

The projects included administering the WoLakota Project, acting as fiscal agent for Career Clusters, providing direct services to people with autism, and developing an accountability monitoring process for the State.

For the WoLakota Project, administering at the Department level would require increased staffing in the Office of Indian Education. Career Clusters inherently need a field agent, as they are provided in facilities and by service providers across the state. Autism services require specialized care providers in the field providing the services. This is not a model the Department currently acts under. Developing an accountability monitoring process from the outside provides the avoidance of affirmation bias and is a process that would likely need to be completed by high-level Department administrators.

## VII. Findings, Recommendations, and Policy Notes

The following Findings, Recommendations, and Policy Notes are included at the request of the Department of Education. The Findings represent overarching observations of the Drafter, based on the research conducted in compiling the report. The Recommendations generally seek to provide statutory clarity, improve oversight, and promote effective, efficient service provision. The Policy Notes are common issues raised by cooperatives during site visits.

### A. Findings

Education Cooperatives in South Dakota serve a pivotal role in educating South Dakota's students and maintaining compliance with federal requirements. The regional model within which most cooperatives act efficiently leverages shared resources to meet common needs. The cooperatives are governed at the local level and are able to respond quickly to the changing needs of member and non-member school districts. The local governance represents strong connection between board members, administrators, and business managers of the school districts and those of the cooperatives.

The ESA model has largely been abandoned following the cessation of regular funding. As noted above, the regional boundaries are now regularly disregarded when DOE contracts with ESA-cooperatives. Further, several of the ESA-cooperatives have not maintained capacity to provide many of the traditional ESA services due to inconsistent demand from the state and school districts.

The ESA statutes are generally unnecessary to grant cooperatives the authority to contract with the state to provide educational services. Cooperatives have broad authority to carry out education-related activities that support students or school districts, either at the behest of member or non-member school districts or the state.

Following the cessation of regular ESA funding, DOE does not appear to have a primary employee with respect to cooperative issues.

### B. Policy Recommendations

#### i. Revise or Eliminate the ESA Statutory Framework

The ESA statutory framework<sup>43</sup> currently includes a number of administrative mandates that no longer appear applicable or desirable. As noted, the model is no longer faithfully followed in South Dakota, which has instead moved to an ad hoc model of contracting for services. Because every ESA is currently a cooperative, ESA-cooperatives are governed by similar, parallel statutes. It is never clear when the ESA statutory framework should apply and when the Cooperative framework should apply.

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<sup>43</sup> S.D.C.L. 13-3-76 through 13-3-83.

The legislature should consider substantially revising the ESA framework to provide explicit guidance when cooperatives are contracting with the state or to repeal the framework altogether, making clear that the cooperative statutes govern in all cases.

ii. Require RFP Submission for Certain Contracts

As noted in Section III.A., cooperatives and ESAs are exempt from South Dakota's competitive bidding statutes for any professional services contracts due to their status as local government agencies.<sup>44</sup> Generally, RFPs are required for professional service contracts exceeding \$50,000.<sup>45</sup> In 2016, twenty-three of the sixty-seven contracts issued exceeded \$50,000.<sup>46</sup> Six cooperatives held such contracts: BHSS (13), EDEC (3), Mid-Central (3), Three Rivers (2), Northeast (1), and Northwest Area (1).<sup>47</sup> The other seven cooperatives held no state contracts exceeding \$50,000.

The legislature should consider removing the exemption for certain contracts. While it may be unnecessary to require RFP submission for a federal program like Birth-to-Three, ad hoc educational services could be improved in oversight and quality by subjecting cooperatives to the same bidding requirements as private entities. Of course, removing the exemption would also result in greater administrative burden on cooperatives and the state.

iii. Create a Best Practices Template for Cooperatives

Cooperatives lack of a primary point-of-contact for cooperative issues at the Department level. In addition, Mid-Central, one of the largest cooperatives in the state, is set to dissolve in 2017. Given these two conditions, the cooperatives could use overarching policy support in reviewing governance best practices.

DOE should consider creating a best practices template for cooperatives in the areas of internal controls and fee structures, in particular. While uniformity should not be a priority, providing policy examples and support would assist the often lightly-staffed cooperatives.

C. Policy Notes

Several recurring themes emerged from discussion with education cooperative leaders. They deserve mentioning in policy considerations going forward.

First, the 2016 education funding increase and overhaul made no provision for education cooperatives. In addition, funds spent on education cooperatives do not count toward the 85% required to be spent certified teachers, even if the school district is paying for services

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<sup>44</sup> S.D.C.L. 5-18D-21.

<sup>45</sup> S.D.C.L. 5-18D-17.

<sup>46</sup> See Appendix 2.

<sup>47</sup> Id.

that include that of a certified teacher. The problem is most pronounced in the area of early childhood special education instructors who work for the education cooperatives.

Second, education cooperatives are in a unique position relative to the new conflict of interest policy contained in HB 1214 from the 2016 session. In particular, state statute requires that cooperative board members be comprised of school board members from the school districts served. The board members derive direct benefits from both the cooperative as well as their local school boards in the form of nominal remuneration. Obviously, the cooperative and the school boards administer similar subject matters as one another. Thus, the cooperative's foundational statutes require a conflict of interest by board members as currently enacted.

Third, cooperatives have workforce development needs, particularly in the area of speech language pathologists. By nature, most cooperatives serve rural areas, which contributes to this issue. In addition to competing with larger schools, the cooperatives compete with healthcare providers for speech language pathologists.

Each of these policy concerns is worthy of attention and reconciliation if education cooperatives are to continue serving the needs of school districts across the state.

SENATOR GARY CAMMACK, CHAIR | REPRESENTATIVE DEAN WINK, VICE CHAIR  
JASON HANCOCK, DIRECTOR | SUE CICHOS, DEPUTY DIRECTOR | DOUG DECKER, CODE COUNSEL  
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Joint Committee on Appropriations  
SENATOR DEB PETERS, CO-CHAIR  
REPRESENTATIVE JUSTIN CRONIN, CO-CHAIR

April 1, 2016

Dr. Melody Schopp, Secretary  
Department of Education  
800 Governors Drive  
Pierre, SD 57501

Dear Dr. Schopp:

SB133 addresses provisions regarding shared services provided by the state to school districts. Agents used in the past by the department for providing shared services include education service agencies and educational cooperatives. In addition, a significant amount of funding flows from the Department to these entities.

The Committee requests that that the Department of Education undertake a review of the educational cooperatives and the education service agencies and their role in providing efficiencies and services for public school districts. The review should include the following:

1. A history of educational cooperatives and education service agencies;
2. The original intent of educational cooperatives and education service agencies;
3. The types of services offered by educational cooperatives and education service agencies and if any of these services fall outside the scope of educational cooperatives and education service agencies;
4. What systems of accountability are there for educational cooperatives and education service agencies;
5. A review of statues regarding educational cooperatives and education service agencies; and
6. A review of contracts between the Department of Education and educational cooperatives and education service agencies, to include a cost/benefit analysis of providing any of these services at the department level instead of contracting for them.

The results of the review should be reported to the Committee by December 6, 2016. If you have any questions, please contact Annie Mehlhaff with the Legislative Research Council at 773-3251.

Thank you for your cooperation.

Senator Deb Peters  
Co-Chair, Joint Committee on Appropriations

Representative Justin Cronin  
Co-Chair, Joint Committee on Appropriations

cc: Marty Guindon, Auditor General  
Jason Dilges, Commissioner, Bureau of Finance and Management

## 2016 State Contracts with Education Cooperatives

<b>Education Cooperative</b>	<b>Purpose</b>	<b>Amount</b>	<b>Funding Source</b>
Black Hills Special Services (TIE)	MTSS Implementation	\$75,788.00	IDEA Part B Projects
Black Hills Special Services (TIE)	Science Standards Implementation	\$25,800.00	Assessment Curriculum
Black Hills Special Services (TIE)	School Support Team (SST)	\$1,200.00	Title I Part A Support Team
Black Hills Special Services (TIE)	Reading Coaches for School Districts	\$156,000.00	General Funds
Black Hills Special Services (TIE)	Online AP/Learning Power Coursework	\$169,700.00	General Funds
Black Hills Special Services (TIE)	WoLakota Project	\$64,500.00	Title II Part A
Black Hills Special Services (TIE)	Conduct TIE Conference	\$7,700.00	SIG Admin
Black Hills Special Services (TIE)	Presentation at SD Invest Year 1 & 2 Repeat School Counselor Training.	\$1,200.00	General Funds
Black Hills Special Services (TIE)	Facilitate meetings of the Parent Advisory Council.	\$2,400.00	General Funds
Black Hills Special Services (TIE)	Train the Trainer for Teacher and Principal Effectiveness and Coaching Strategies for Effective Instructional Leadership.	\$7,200.00	General Funds
Black Hills Special Services (TIE)	School Support Team (SST)	\$143,138.00	Title I Part A Support Team
Black Hills Special Services (TIE)	Support Systems Change Conference	\$10,000.00	Title II Part A
Black Hills Special Services (TIE)	Consult on development of Social Studies Standards 2016 Online Modules.	\$1,600.00	General Funds
Black Hills Special Services (TIE)	Support Summer Education Conference.	\$17,100.00	IDEA Part B Projects
Black Hills Special Services (TIE)	Organize Aspiring School Leaders Program in the Black Hills.	\$10,000.00	General Funds
Black Hills Special Services (TIE)	Conduct two Data Retreats; Consult on template and processes for Data Retreats	\$31,525.00	Title I Part A Support Team
Black Hills Special Services (TIE)	Conference Coordination and Registration	\$2,300.00	Title I Part A Support Team
Black Hills Special Services (TIE)	Reading Coaches for School Districts	\$114,312.00	General Funds
Black Hills Special Services (TIE)	Support 2016 South Dakota Indian Education Summit	\$20,900.00	General Funds
Black Hills Special Services (TIE)	Support Statewide Title Programs Conference.	\$17,500.00	Title I Part A Support Team
Black Hills Special Services (TIE)	MTSS Implementation	\$78,213.00	IDEA Part B/Section 619
Black Hills Special Services (TIE)	Teacher of the Year	\$600.00	Title II Part A
Black Hills Special Services Cooperative	Birth-to-Three Professional development	\$7,723.00	IDEA Part C Birth to Three
Black Hills Special Services Cooperative	Virtual Math Coaches	\$59,200.00	Helmsley Grant/General Funds
Black Hills Special Services Cooperative	Fiscal Agent for Career Clusters.	\$24,465.00	Perkins Reserve
Black Hills Special Services Cooperative	Facilitate Oceti Sakowin Essential Understandings & Standards revision, lesson plan development and workshops	\$122,990.00	General Funds/NASAC/Oceti Sakowin Standards

Black Hills Special Services Cooperative	Provide services to people with Autism Spectrum Disorder in Western South Dakota	\$95,400.00	IDEA Part B/Section 619
Black Hills Special Services Cooperative	Technical Assistance to school districts regarding State Performance Plan data.	\$166,658.00	IDEA Part B/Section 619
Black Hills Special Services Cooperative	Technical Assistance to Title I priority and Focus schools on Turnaround Principal.	\$74,400.00	Title I Part A Support Team
Black Hills Special Services Cooperative	Birth-to-Three, Early Intervention	\$216,911.00	IDEA Part C Birth to Three
East Dakota Education Cooperative	School Support Team (SST) Workshop Presentation	\$600.00	Title I Part A Support Team
East Dakota Education Cooperative	Focus & Priority School Kickoff Presentation	\$600.00	SIG
East Dakota Education Cooperative	Science Standards Implementation	\$12,300.00	Assessment Curriculum
East Dakota Education Cooperative	Professional Development on CTE to school counselors, CTE teachers and administrators	\$24,000.00	General Funds/Perkins Admin
East Dakota Education Cooperative	Reading Coaches for School Districts	\$16,764.00	General Funds
East Dakota Education Cooperative	Train the Trainer for Teacher and Principal Effectiveness and Coaching Strategies for Effective Instructional Leadership.	\$4,800.00	General Funds
East Dakota Education Cooperative	Create Online Modules Teacher Effectiveness, Principal Effectiveness, SLOs, SPED Teacher Effectiveness, ELL Teacher Effectiveness, Priority/Focus Teacher Effectiveness and Teachscape	\$97,500.00	General Funds
East Dakota Education Cooperative	Develop, Lead, and Train regional SLO workgroups.	\$14,400.00	General Funds
East Dakota Education Cooperative	Teachers in SLO workgroups Develop sample SLOs and SLO assessments	\$21,379.00	General Funds
East Dakota Education Cooperative	Teacher of the Year	\$600.00	Title II Part A
East Dakota Education Cooperative	School Support Team (SST)	\$45,516.00	Title I Part A Support Team
East Dakota Education Cooperative	Pay the Standards Workgroup Members for services performed as determined by the Department of Education.	\$254,950.00	General Funds/Assessment Curriculum
East Dakota Education Cooperative	Technical Assistance to school districts regarding State Performance Plan data.	\$131,403.00	IDEA Part B/Section 619
Mid Central Educational Cooperative	Developing a Result-Driven Accountability (RDA) monitoring process for the State of SD	\$12,000.00	IDEA Part B/Section 619
Mid Central Educational Cooperative	Reading Coaches for School Districts	\$37,929.00	General Funds
Mid Central Educational Cooperative	Facilitate Discussions with ELA educators focusing on college and career readiness and ELA content topics	\$4,200.00	Bush Foundation
Mid Central Educational Cooperative	Birth-to-Three, Area D	\$43,624.00	IDEA Part C Birth to Three
Mid Central Educational Cooperative	Birth-to-Three, Early Intervention	\$89,779.00	IDEA Part C Birth to Three

Mid Central Educational Cooperative	Science Standards Implementation; Science Coaches	\$16,300.00	Assessment Curriculum
Mid Central Educational Cooperative	General Special Education Technical Assistance	\$42,000.00	IDEA Part B Projects
Mid Central Educational Cooperative	MTSS Implementation	\$119,880.00	IDEA Part B Projects
Mid Central Educational Cooperative	Train the Trainer for Teacher and Principal Effectiveness and Coaching Strategies for Effective Instructional Leadership.	\$2,400.00	General Funds
Mid Central Educational Cooperative	Manage the College Readiness Coursework	\$120,000.00	General Funds
Mid Central Educational Cooperative	School Support Team (SST)	\$31,800.00	Title I Part A Support Team
Northeast Educational Service Cooperative	Reading Coach for School Districts	\$15,312.00	General Funds
Northeast Educational Service Cooperative	Teacher of the Year.	\$600.00	Title II Part A
Northeast Educational Service Cooperative	Education Specialist review program	\$133,290.00	IDEA Part B/Section 619
Northeast Educational Service Cooperative	Train the Trainer for Teacher and Principal Effectiveness and Coaching Strategies for Effective Instructional Leadership.	\$2,400.00	General Funds
Northwest Area Education Cooperative	Teacher of the Year	\$600.00	Title II Part A
Northwest Area Education Cooperative	Science Standards Implementation	\$12,300.00	Assessment Curriculum
Northwest Area Education Cooperative	Train the Trainer for Teacher and Principal Effectiveness and Coaching Strategies for Effective Instructional Leadership.	\$1,200.00	General Funds
Northwest Area Education Cooperative	Education Specialist review program	\$117,314.00	IDEA Part B/Section 619
Northwest Area Education Cooperative	Birth-to-Three, Area E	\$42,818.00	IDEA Part C Birth to Three
Southeast Area Education Cooperative	Conduct South Dakota/North Dakota Colony Conference	\$2,000.00	Title III
Three River Special Services Cooperative	MTSS Implementation	\$127,323.00	IDEA Part B Projects
Three River Special Services Cooperative	Birth-to-Three, Area C	\$69,299.00	IDEA Part C Birth to Three
Three River Special Services Cooperative	Teacher of the Year	\$600.00	Title II Part A

Administrative Services

Professional Development and Coursework Development

Birth-to-Three

Conferences and Meeting Facilitation

Other



**Appendix 3**

<b>2016 DOE-Cooperative Contract Funding by Area</b>	<b><u>Administrative Services</u></b>	<b><u>Professional and Coursework Development</u></b>	<b><u>Birth-to-Three</u></b>	<b><u>Conferences and Meetings</u></b>	<b><u>Other</u></b>
Total:	\$1,323,048	\$898,217	\$62,700	\$915,873	\$196,365
General Funds:	\$0	\$831,517	\$23,300	\$413,719	\$0
Title Funds:	\$331,179	\$0	\$12,300	\$19,500	\$64,500
IDEA Funds:	\$991,869	\$0	\$19,400	\$470,154	\$107,400
Other:	\$0	\$54,400	\$0	\$12,500	\$24,465

# Appendix 4

Services Provided	Speech Language Pathology	School Psychology	Occupational Therapy	Physical Therapy	Early Childhood Special Education	Professional Development (State Contract)	Admin. Services (State Contract)	Birth-to-Three (State Contract)	Other Services
Oahe Special Education Cooperative									<i>Special Education Instruction</i>
Three Rivers Special Services Cooperative									<i>21st Century Afterschool; Perkins</i>
Prairie Lakes Educational Cooperative									<i>PT/OT Cooperative Contract; Medicaid Billing; Perkins</i>
Black Hills Special Services Cooperative									<i>See Appendix BHS</i>
North Central Special Education Cooperative									<i>CPI Training</i>
South Central Cooperative									<i>Perkins; CPI Training</i>
Southeast Area Educational Cooperative									<i>SILDL; CPI Training; K-Academy; Perkins; Cooperative Purchasing</i>
Cornbelt Educational Cooperative									<i>PT/OT Cooperative Contract; Perkins</i>
Northwest Area Educational Cooperative									<i>CTE Cooperative</i>
James Valley Education Cooperative									
Mid-Central Education Cooperative									<i>DIAL School; SD Innovation Lab; Grants</i>
East Dakota Educational Cooperative (Teachwell)									<i>Alternative Schools; Sp.Ed. Vocational Support</i>
Northeast Educational Services Cooperative									<i>Cooperative Purchasing; Extended School Year; Reading Recovery</i>

**OAHE SPECIAL EDUCATION COOPERATIVE**

**AGREEMENTS**

**AND**

**ARTICLES**

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## **AGREEMENT ESTABLISHING**

### **OAHE SPECIAL EDUCATION COOPERATIVE**

This Agreement is made as of this 6<sup>th</sup> day of May, 1981, among the school districts which have executed this agreement (the "Members") pursuant to the resolution of the board of education of each school district authorizing such execution, a certified copy which is attached hereto.

### **WITNESSETH**

#### **ARTICLE 1**

##### **CREATION, NAME PURPOSES AND POWERS**

- 1.14 There is hereby created and established as a legal entity, a cooperative special education unit as authorized by SDCL 13-5-31 and pursuant to the provisions of SDCL 13-5-33, et seq., to exercise the powers, privileges and authority of the Members as herein provided.
- 1.2 The name given to the cooperative special education unit created and established by this Agreement shall be the OAHE SPECIAL EDUCATION COOPERATIVE (the "Cooperative").
- 1.3 The Cooperative shall provide aid and service to the Members for the purpose of assisting the Members in the delivery of special education services to students in need of special assistance or prolonged assistance. The Cooperative will assist in the assessment and identification of individual students in need of special and prolonged assistance in accordance with applicable laws and regulation, and will provide administrative information and assistance to the Members for program and budget planning.
- 1.4 The Cooperative will exercise the powers granted to its Members by law, as may from time to time be deemed appropriate by the Cooperative, to discharge its duties hereunder, and to that end the Members hereby delegate their respective powers accordingly.

## **ARTICLE 2**

### **MEMBERS**

- 2.1 The school districts which have approved this agreement and are initial members of the cooperative are as follows: (The following list was amended 2/19/91 to show membership changes made for the 1991-1992 school year. Amended on 11-15-14 to show changes made in June of 2008)
1. Bowdle School District #22-1 Bowdle, SD
  2. Edmunds Central School District #22-5 Roscoe, SD
  3. Eureka School District # 44-1 Eureka, SD
  4. Herreid School District #10-1 Herreid, SD
  5. Hoven School District # 53-2 Hoven, SD
  6. Selby Area School District # 62-5 Selby, SD
  7. Smee School District # 15-3 Wakpala, SD
- 2.2 Any school district which desires to join the Cooperative subsequent to the date of this agreement shall indicate its desire by depositing with the President of the Board of Directors of the Cooperative a supplement to this Agreement executed by such school district authorizing such execution in a form satisfactory to the Cooperative and in conformity with the applicable laws of the State of South Dakota and by depositing with the President of the Board of Directors of the Cooperative a sum equal to the late entrance fee established by the Board for the current fiscal year. A school district shall become a Member of the Cooperative upon receipt of its late entrance fee and approval of its executed supplement by a two-thirds (2/3) majority of the Board of the Cooperative.

### ARTICLE 3

#### **ORGANIZATION, REPRESENTATION AND OFFICERS**

- 3.1 The cooperative shall be governed by a Board of Directors consisting of the same number of Directors as there are Members of the Cooperative. Each school board shall appoint one of its members to serve on the Board of Directors of the Cooperative. Directors of the Cooperative shall hold office for a term of one year or until a successor has been appointed and qualified. Each Member may also identify another school board member to serve as an alternate voting member to serve in the absence of its appointee.
- 3.2 The Board of Directors shall elect a President and Vice President from its membership and such other officers or agents deemed necessary, who may be Directors.
- 3.3 The term of office shall be for one year.
- 3.4 The Board of Directors will meet monthly to approve the employment of personnel, establish board policy, adopt a budget, approve expenditures, and perform any other business as deemed necessary or required by law.
- 3.5 The President of the Board of Directors or a majority of the Board may call special meetings as necessary. Except in emergency situations, notification of a special meeting will be made at least one (1) week in advance of the meeting.
- 3.6 For the purpose of holding meetings and conducting business under this agreement, a simple majority attendance of the membership of the Board of Directors will constitute a quorum for conducting meetings. Oahe Cooperative presently has a seven (7) member Board. A simple majority of four (4) members present shall constitute a quorum to hold meetings and conduct business. Two thirds (2/3) attendance of the membership of the Board of Directors will be required for any amendments to the Cooperative agreement.
- 3.7 The Board of Directors may appoint one of the member schools as the Fiscal Agent of the Cooperative.
- 3.8 In the event of a vacancy in the office of a Director, the Member without representation shall select a successor from its board to fill the vacancy for the unexpired term.
- 3.9 The Board of Directors shall keep accurate minutes of all meetings and shall provide copies of such minutes to each Member within ten (10) days of each meeting. Each Member shall publish the same with the minutes of the Cooperative. Similar publication shall be made of the Oahe Cooperative's Budget. If any two or more Members share the same official newspaper only one publication in any one paper need be made.
- 3.10 It shall be the duty of the OSEC secretary to keep all minutes in order for review.

## **ARTICLE 4**

### **AMENDMENTS**

- 4.1 This Agreement may be amended by a two-thirds (2/3) majority vote of the Member school boards, provided that written notice has been submitted to the President of the Board of Directors fourteen (14) days prior to the meeting, and that the President has forwarded the proposed amendment to all Members at least seven (7) days before the meeting. All proposed amendments shall be submitted in writing. All amendments so adopted shall be filed with the State Superintendent of Elementary and Secondary Education for approval.

## **ARTICLE 5**

### **FINANCING**

- 5.1 The Cooperative shall have no power to levy taxes, and shall be financed by the Members. The Members shall by two-thirds (2/3) majority vote upon execution of this Agreement, pay to the Cooperative an initial entrance fee, the amount of which shall be agreed upon by the school boards of the Member districts. Thereafter, the Members will appropriate such monies as the Cooperative Board of Directors deem necessary in the adoption of the annual Budget.
- 5.2 All funds delivered to the Cooperative shall be expended in accordance with the budget adopted by the Board of Directors as provided in law.
- 5.3 The Cooperative will provide a proposed budget to each Member not later than the March school board meeting. The budget shall set forth the anticipated expenditures and revenues for the succeeding school year, together with estimated funds each Member will be required to appropriate to the Cooperative.
- 5.4 The Board of Directors of the Cooperative shall set a late entrance fee to be paid by any school district desiring to join the Cooperative. In no case shall this late entrance fee be less than the initial entrance fee paid by the nine (9) original Member Districts.
- 5.5 Any Member school who has a program in existence at the time the Cooperative develops one will not be required to share the cost of funding said program. If said school chooses to come in at a later date, they can purchase the established program for the initial cost which the other school incurred.



## **ARTICLE 6**

### **WITHDRAWAL AND DISSOLUTION**

- 6.1 Any Member may withdraw from the Cooperative by action of its school board. Notification for withdrawal shall be made prior to February first of the then current school term. Withdrawal shall become effective at the end of the school fiscal year in which notice of such withdrawal is given. Any Member withdrawing shall lose any vested rights in any assets held by the Cooperative and shall no longer be considered a Member of the Cooperative.
- 6.2 Any Member wishing to withdraw shall deliver to the President of the Cooperative board a resolution of its school board authorizing withdrawal from the Cooperative. Notification shall be in compliance with provisions of Article 6.1. The President shall promptly give notice of the withdrawal to all remaining Members.
- 6.3 The Cooperative may be dissolved by a unanimous vote less one of the Member school boards. In the event that dissolution is determined, the President of the Board of Directors will instruct the Directors to take action to dissolve the Cooperative at the end of the school fiscal year during which such resolutions are adopted. The resolution to dissolve the Cooperative shall be made prior to the February Board of Director's meeting.
- 6.4 In the event of dissolution as provided in Article 6.3, the Board of Directors shall terminate the affairs of the Cooperative promptly following the end of the school fiscal year. All property owned by the Cooperative shall be disposed of by the Board of Directors in accordance with SDCL 13-21, and upon settlement of all obligation of the Cooperative. All funds or property remaining in account shall be distributed to the Members in the same proportion that each Member's total financial contribution to the Cooperative has to the total sums received by the Cooperative during the last 3 years or during the time elapsed since the last change in membership, whichever is less, except as provided in Article 6.1. Any long term debt of the Cooperative shall be assumed by the Members in the same proportion that each Member's total financial contribution to the Cooperative has to the total sums received by the Cooperative during the last 3 years.

## **ARTICLE 7**

### **DISPUTE RESOLUTION**

- 7.1 All disputes arising from this Agreement that cannot be settled by the Board of Directors shall be submitted to the Secretary of the Department of Education and Cultural Affairs whose decision shall be binding upon the Members.

**ARTICLE 8**

**TERM AND EXTENSION**

- 8.1 This Agreement shall be effective on the date hereof and shall terminate on June 30, 1982, and shall automatically be renewed on a year-to-year basis unless dissolved pursuant to Article 6.

**ARTICLE 9**

**SALARY SCHEDULE HIRING**

- 9.1 The Board of Directors reserves the right to give the director authorization to hire off the salary schedule to fill a vacant position.

**ARTICLE 10**

**OAHE NEWSLETTER**

- 10.1 The Board will assume the responsibility to prepare and distribute an Oahe Newsletter at least once per year; said newsletter to be distributed in each member district.

**ARTICLE 11**

**NEW COOPERATIVE PROGRAMS**

- 11.1 Any Member district which has a program in existence at the time the Oahe develops a like program will not be required to share in cost of funding the Co-op program. If said school chooses to join program at a later date, program may be purchased for the cost the other districts incurred.

**ARTICLE 12**

**WITHDRAWAL OR ADDITION OF PROGRAM**

- 12.1 Any Member that withdraws from a program must buy the program back if they want to re-enter. Notification of withdrawal of a program must be presented in writing to the Board of Directors by March 1 of the current school year.
- 12.2 Any school wanting to enter a program which they are not participating in, shall make written request to the Oahe Coop Board and the decision of the board will be based on availability of staff and administration.
- 12.3 Any school that withdraws from the Oahe Special Education Coop and requests to rejoin will be treated as a new member.

## **ARTICLE 13**

### **EMPLOYMENT OF SPECIAL EDUCATION PERSONNEL**

- 13.1 The Board of Directors will not hire teaching staff members until they have been certified by the State of South Dakota for the position the teacher will fill. All other staff shall meet state endorsement requirements when they exist.

## **ARTICLE 14**

### **SCHOOL REORGANIZATION**

- 14.1 Reorganizing school district will pay an entrance fee on a prorated basis with previous membership in the coop to be considered.

OAHE SPECIAL EDUCATION COOP, 2014-15								
	Bowdle	Edmunds Central	Eureka	Herreid	Hoven	Selby Area	Smee	<i>Mobridge- Pollock</i>
Special Education Instruction	X	X		X		X		
Speech Therapy	X	X		X	X	X	X	
Early Childhood	X	X	X	X	X	X		
Physical Therapy				X		X	X	
Occupational Therapy			X	X		X	X	
School Psychologist	X	X	X	X	X	X	X	X
School Counselor	X	X		X	X	X		
<b>Total Funds Received</b>	<b>\$112,047.70</b>	<b>\$159,581.97</b>	<b>\$46,511.13</b>	<b>\$166,392.18</b>	<b>\$56,238.00</b>	<b>\$227,968.10</b>	<b>\$120,000.03</b>	<b>\$25,491.47</b>

**OAHE SPECIAL EDUCATION COOPERATIVE**

**POLICY MANUAL**

**FOR**

**2015 – 2016 SCHOOL YEAR**

**REVISION APPROVAL DATE:** August 24, 2015

**SIGNATURE BOARD CHAIRPERSON:** \_\_\_\_\_

**Changes should be made in this manual because of (1) statutory change or (2) change in public expectation of the Oahe Special Education Cooperative.**

## **PHILOSOPHY**

It is the philosophy of the Oahe Special Education Cooperative that all children have the right to equal access to a quality education. All children with disabilities (mental or physical) should have access to the same school and community environments and activities and their same aged peers. We believe that educational placement and access to regular education environments be based upon a student's individual needs and not his or her disabling condition.

## **PURPOSE AND GOAL**

The purpose of the Cooperative is to assist the members of the Cooperative in the delivery of special education services to students in need of special education or special education and related services.

## **GOAL**

The goal is to provide full educational opportunity to all children with disabilities, aged birth through twenty one, and to ensure that every student develops meaningful relationships in home, school, and community settings by attaining the highest degree of independence possible.

The Cooperative will:

1. Identify students in need of special and prolonged assistance.
2. Evaluate students in need of special and prolonged assistance in accordance with applicable laws and regulations.
3. Deliver educational services to students in need of assistance.
4. Provide administrative information and assistance

## **STATE LAW FOR COOPERATIVE EDUCATIONAL SERVICE UNITS**

### **13-5-31**

Cooperative educational service units: A cooperative education service unit is a legal entity. It is the intent of the Legislature to encourage maximum utilization of cooperative efforts among school districts in an effort to maximize educational excellence in this state and to permit cooperative efforts between schools which are not adjacent to one another. A cooperative service unit may provide academic educational resources, human resources, special education services, payroll services, cooperative purchasing, workers' compensation, group health insurance and other services deemed appropriate by a majority vote of the governing board and in keeping with the laws of the State of South Dakota.

## **ATTENDANCE**

If the employee is unable to attend to his/her regular work duties due to sickness or emergency reasons, as explained he/she is to report such absence to the Director, and policy will follow suit depending on the reason for absence. If an employee is unable to attend his/her regular work duties due to inclement or hazardous weather, he/she is to report to the Director and the day of absence may be deducted from the accumulated sick leave or taken without pay, depending on the decision of the Director.

## **BOARD SALARY**

The OSEC Board shall be paid the agreed stipend and mileage for each meeting. All special meetings will be considered at the same rate.

## **CONFIDENTIALITY POLICY**

The OSEC Board recognizes we have both a legal and moral responsibility to respect the privacy of the students we serve and their families. Student files are confidential and access is limited to authorized individuals. Families also have rights under the Family Education Rights and privacy Act (FERPA). Discussions relative to students served within Oahe Special Education Cooperative (OSEC) should be conducted in a positive, professional manner. If student problems are to be discussed, these discussions should take place in a setting that is conducive to maintaining personal privacy, with the door closed, rather than a public area. At no time should confidential information be shared with those that have no educational interest.

Oahe Special Education Cooperative employees shall receive training on FERPA. This Confidential Policy shall be reviewed annually.

## **CONSULTATION FEE**

The Director will charge \$100 per case to member schools as consultation fee for programs not enrolled in by that school.

## **CONTRACT PROVISIONS**

All contracts issued by the Oahe Special Education Cooperative shall be subjected to the following policy:  
It is hereby resolved that a contract may be terminated only by mutual consent of the contracting parties or by the statutory provisions of the laws of South Dakota.

If no mutual consent as to termination exists and if the teacher initiates the termination of the contract prior to its termination date, the Oahe Special Education Cooperative may withhold any monies due the teacher or collect from the teacher the sum of \$1,000 if contract is broken in May; \$2,500 if contract is broken in June and \$3,500 if contract is broken after June 30. If the damages incurred are less than the amount withheld as specified above, the remainder will be refunded to said person requesting termination. It is hereby resolved that the amount herein specified is a fair and reasonable damage for breach of contract as provided in SDCL. It is further resolved that the assessment of liquidated damages shall not preclude the Cooperative's utilization of the provisions of SDCL on revocation of certificate.

## **DIRECTOR**

All policy regulations stated shall apply to the Director, when applicable, however final decision shall be approved by the OSEC Board.

## **FISCAL POLICIES**

1. Annual membership rate for Oahe Coop Schools is \$3,500.00
2. Annual potential usage fee is \$6.00 times Oahe Coop Schools' K-12 enrollment.
3. Annual Actual child count fee is \$100.00 for each eligible child served.
4. For teacher contracted employees, a 16% administrative fee is applied for salary and benefits (and mileage if applicable).
5. For annual pre-school services, a monthly membership fee is determined by the contracted salaries divided by number of school served.
6. For Occupational and Physical therapy service, the fiscal rate is determined by approved annual contract divided by monthly units of billed service time.
7. Current approved rates for hourly personnel are as follows:
  - a. \$10.00 Beginning Screeners
  - b. \$10.50 Experienced Screeners
  - c. \$11.35 Custodial
8. Substitute Teacher pay rates are as follows:
  - a. \$90.00 full day (5.5 hours and over)
  - b. \$70.00 (over four (4) hours but less than 5.5 hours)
  - c. \$50.00 half day (over two (2) hours but less than four (4) hours)
  - d. \$25.00 (for two (2) hours or less)
9. Approved service rates for Extended School Year personnel:
  - a. Non-certified: \$20.00 per hour
  - b. Certified: \$30.00 per hour
  - c. Certified a/SPED endorsement: \$40.00 per hour
10. ESY & B-3 summer services driving rate is \$10.00 per hour for anyone serving preschool children (motion by Board April 2014). Rates for B-3 summer services apply to #9 as stipulated above.
11. Payroll documentation from federal funds required by semi-annual certification statements (Source: OMB Circular A-87, Revised 5/10/04)
12. Current monthly rental rate: \$625.00
13. The OSEC Board shall be paid \$70.00 stipend per meeting and mileage at state rate. Payments will be issued semi-annually in December and July.
14. Contracted payroll will be required to be direct deposited in employees' bank account by 25<sup>th</sup> day of each month. Per Board motion 10-15 (August 2009).
15. Interest earned on any interest bearing accounts will be credited to the account in which the interest is earned.

## **FIXED ASSETS**

The minimum value is set by board action on 5-15-06 at \$3,000 per item.

## **FLEMMER MEMORIAL FUND**

The Flemmer Memorial Fund was established to provide monies for the purchase of awards for special education students to be given in memory of former OSEC Board Chairman, Wayne Flemmer, from Selby.

Award winners will be chosen from the current special education populations in the Coop member schools. The qualities embodied in award recipients will include but not be limited to patriotism, loyalty, dedication, courage, achievement and positive attitude.

Award nominations can come from any current coop staff members and should be made to the director at the end of the annual school term. Final decisions on award recipients will be made by the Oahe Coop Board of Directors.



## **FRAUD POLICY**

The Oahe Special Education Cooperative Board is responsible for detecting fraud of any type. Each member of the management team (consisting of the school board president, director of the cooperative, and business manager) should be familiar with the types of fraud that might occur within his or her area of responsibility and should be alert for any indication of fraud.

Any detected or suspected fraud must be reported immediately to the Director of the Cooperative.

### **SCOPE**

This policy applies to any fraudulent activity involving not only employees but also directors, vendors, outside agencies, and/or unknown parties. Investigations will be performed without regard to length of service, title/position, or relationship.

### **ACTIONS CONSTITUTING FRAUD**

The term fraud, misappropriation and irregularities refer to, but are not limited to:

- |   |   |
|---|---|
| *Any dishonest or fraudulent act        | *Forgery or alteration of documents     |
| *Misapplication of funds or assets      | *Impropriety in reporting transactions  |
| *Profiting on insider knowledge         | *Gifts from vendors (outside of limits) |
| *Destruction of records or assets       | *Disappearance of records or assets     |
| *Disclosure of confidential information | *Any similar or related irregularity    |

### **NON-FRAUD IRREGULARITIES**

Identification of allegations of personal improprieties or irregularities whether moral, ethical, or behavioral, should be resolved by the campus principals and the superintendent.

### **INVESTIGATION RESPONSIBILITIES**

Investigation of potential fraudulent matters and the resulting reporting should be under the direction of the director. The director shall cause an investigation to be performed utilizing available internal and/or external resources. Information regarding potential fraudulent activities should be forwarded to the appropriate authorities of the state agencies.

### **CONFIDENTIALITY**

The director is receptive to receiving information on a confidential basis from an employee who suspects that a fraudulent activity has occurred. That employee should contact the director immediately and should not attempt to confront the accused or conduct his/her own investigation.

The results of investigations will not be disclosed or discussed with anyone other than those persons associated with the organization who have a legitimate need to know in order to perform their duties and responsibilities. This does not preclude the disclosure of the results in accordance with resulting prosecution under legal authority.

### **AUTHORIZATION FOR INVESTIGATION**

Those individuals or agencies assigned the responsibility for investigation may take control of and gain full access to the organizations' records and premises without prior consent of any individual who may have custody of any such records or facilities.

### **REPORTING PROCEDURES**

Care must be exercised in the investigation to avoid mistaken accusations. The reporting individual must not contact the suspected individual for information. No facts of the case may be discussed with anyone inside or outside the organization, except those individuals conducting the investigation.

### **SUSPENSION/TERMINATION**

During an investigation, the suspected individual may be suspended with pay. Based upon the results of the investigation, the individual will either be reinstated or terminated, based upon the review of the school district's legal counsel. Fraudulent activities will be prosecuted to the fullest extent of the law.

**ACKNOWLEDGEMENT AND SIGNATURE**

I have read the contents of the fraud policy. I understand that management will not tolerate fraudulent or dishonest activities of any kind and that I am not to engage in such acts while employed by the Oahe Special Education Cooperative.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**LITIGATION POLICY**

**PURPOSE**

The policy statement is to establish a procedure for assignment of a law firm to represent the Cooperative in active litigation, require consistent reporting of cases of litigation where the Cooperative is involved as either plaintiff or defendant, and to have guidelines for settlement of general liability, automobile and workers compensation claims made against the Cooperative.

**POLICY STATEMENT**

The Cooperative shall go on record that they have selected a law firm with appropriate knowledge and expertise in school/educational cooperative liability law to represent the Cooperative in litigation. It shall be the policy of the Oahe Special Education Cooperative to track the cost of litigation in a consistent manner from case to case. At the start of each litigation, the chosen law firm will develop a case analysis that will include at a minimum; anticipated legal expenses, loss reserves, timetable for litigation and a summary of the case. Each case will have, as part of that summary, an estimate of the likelihood of success of the litigation and the reasons to pursue our defense as a defendant or prosecution as a plaintiff. The Oahe Special Education Cooperative (OSEC) Board shall make a determination on each case, whether the benefit outweighs the costs of litigation.

The OSEC Board will act as the settlement authority in all litigation cases involving the Oahe Special Education Cooperative.

**RATIONALE**

The policy will eliminate confusion and provide assurances to the elected officials and staff as to proper procedures for claim handling.

The OSEC Board will be provided a report by the administration of any action taken on each case at each board meeting.

**MATERIALS USE FEE**

When a school or other entity is in need of testing materials owned by the coop, a fee will be charged for use of materials and protocols. If the school or entity is in need of a particular testing kit or protocol and is not contracting with the coop for those services a “user fee” will be charged to offset the cost of testing kits and protocols. The fee will be determined by the cost of the testing materials being requested.

**NEGOTIATION POLICY**

**Recognition:**

The Oahe Special Education Cooperative (OSEC) Board shall comply with statues for negotiation included in SDCL. Any employee organization recognized for negotiations shall comply with the same statutes.

The Oahe Special Education staff is presently recognized as the exclusive representative in negotiations for the certified personnel of the OSEC excluding the director and uncertified personnel.

The presently recognized representative may be challenged in accordance with SDCL.

**GROUND RULES FOR NEGOTIATIONS:**

1. The OSEC Board and staff representative shall agree on a date to exchange proposals. New proposals may be added only by mutual consent of both parties. It is the intent of this rule for both parties to offer complete packages at the agreed upon time.
2. Meeting dates shall be by mutual agreement and shall be established prior to the conclusion of each meeting.
3. The OSEC Board and staff representative agree to cooperate in collecting and sharing such information as is requested.
4. When an agreement is reached, it shall then be made in writing and submitted for consideration to the OSEC Board and staff representative.

## **SALARY BASE FOR TEACHERS**

The base salary for teachers of the Oahe Special Education Cooperative is \$31,600. A teacher may bring in up to ten (10) years of experience. For each year that is brought in the teacher will receive \$300. For the 2015-2016 school year, an increase in pay of \$1,600 to all certified teachers employed by the Oahe Special Education Cooperative. This amount will be prorated for part-time and ten month employees.

## **SCHOOL BOARD VISITS**

It shall be the policy that the Director shall visit each member school board once annually.

## **SEXUAL HARASSMENT POLICY**

It is the Oahe Coop policy that sexual harassment is illegal, unacceptable, and shall not be tolerated. No employee of the coop, or an employee or student from a member district may sexually harass another. Such behavior may be cause for disciplinary action up to and including expulsion for students and termination of employment for employees.

### **Definition:**

Any unwelcomed sexual advances, solicitation of sexual activity by promise or rewards, coercion or sexual activity by threat of punishment, verbal sexist remarks, or physical sexual assaults constitute sexual harassment. This conduct has the effect of unreasonably interfering with an individual's academic or work performance or of creating an intimidating, hostile, or offensive environment for the employee or students to work in.

### **Complaints:**

Any coop employee who believes that they have been a subject of sexual harassment by another coop employee or a local district employee should report this incident immediately to the coop director. If the director is involved in the activity then the violation should be reported to the Oahe Coop Board Chairperson. Students should report such incidents to their school guidance counselor or to their school principal. All reported incidents will be thoroughly investigated and appropriate disciplinary action will be taken if warranted. Confidentiality and due process procedures will be followed in regards to all complaints that are made.

### **Responsibility:**

All complaints made against students and local district employees will be turned over to the local district superintendent for resolution. If a complaint is filed against the local district superintendent the complaint will be presented to the local district board chairperson. All complaints made against the Oahe Coop employees will be handled by the coop board. Any coop employee aggrieved by disciplinary action taken under this policy may file a grievance according to coop policy.

## **SICK LEAVE**

All full time certified staff members employed by the Cooperative shall be allowed ten (10) days sick leave of absence on full pay per year. The 10 days will be awarded at the beginning of the contract. If the staff member is claiming sick leave for more than three consecutive days, he/she may be asked to provide the Director with a physician's statement verifying illness. Sick leave may be accumulated to sixty (60) days and may be used for sickness of the immediate family. Absence from work because of sickness shall be deducted from the accumulated sick leave days. First year

teachers will be allowed fifteen (15) sick leave days for the first year. Sick leave for less than full time employees will be prorated according to contract time. Sick Leave may be used for employees' children, spouse and parents.

## **SIGNING BONUS AND MOVING ALLOWANCE FOR NEW SPECIAL EDUCATION CERTIFIED EMPLOYEES**

A signing bonus of \$3,000 will be awarded to new certified special education employees (including certified: psychologist, counselor, physical therapy, occupational therapy, early childhood, special education and speech/language staff – this does not include “assistant” staff). The bonus will be paid in two equal payments in June. The first payment of \$1,500 being made in the June payroll at the end of the first year of employment and the second half paid at the end of the second year of employment)

In the case of a newly hired employee relocating to the Oahe Coop area a moving expense will be awarded with proof of expenses. Moving expenses up to \$500 will be reimbursed to the employee with proper documentation of the expense. Moving expenses will be reimbursed in the October payroll.

## **STUDENT ENDANGERMENT POLICY**

This policy will be used in extreme emergencies by the Oahe Coop School Psychologist. The policy will be implemented only when the psychologist believes that the life or health of a student or another person threatened by a student is in danger.

1. On any occasion before mentioned, the student's right to confidentiality will be waived until such time that the matter of concern is resolved.
2. The psychologist will take immediate action in these instances to seek solution to the problem through the student's placement committee.
3. If action cannot be taken through the placement committee within a 24 hour period of time, the psychologist will report the matter to the Department of Social Services as provided through law. It will then be left up to social services personnel to determine what should be done with the student.

## **STAFF HEALTH**

The Oahe Special Education Cooperative Board recognizes its responsibility to provide a healthy environment for students and employees. The purpose of a communicable disease policy is to eliminate or minimize employee occupational exposure to blood and other disease transmitting sources.

The exposure control plan shall include universal precautions, routing hand washing, containers for sharps, disposal of contaminated materials, work area restrictions, routine decontamination of equipment and work areas, personal protective equipment, laundry procedures and employee training. A Hepatitis B vaccination program and post exposure procedure shall be implemented.

Communicable disease reporting and exclusion from work of personnel whose attendance at work presents a significant risk to the staff member, other staff members or students shall be part of this policy.

To provide a healthy environment for both students and employees, the following shall be observed:

### **EXPOSURE CONTROL**

Universal precautions, routine hand washing, and preventative measures shall be practiced to eliminate or minimize exposure of Cooperative employees. Where potential occupational exposure remains after instituting these controls, personal protective equipment will be used. Employees found not in compliance shall be subject to disciplinary action. The following methods of compliance shall be observed.

1. Universal Precautions – Universal precautions shall be observed by all employees. This means all human blood and other potentially infectious materials shall be treated as if known to be infectious, regardless of the perceived status of the source individual.
2. Hand Washing – Readily accessible hand washing facilities with soap, warm water and paper towels are located in each school building in rest rooms and designated health care areas. Each employee assigned student oversight duties where hand washing facilities are not accessible shall be provided with antiseptic

hand cleansers. Routine hand washing shall be practiced whenever exposed to contaminated materials and after glove removal.

3. Containers for Sharps – All contaminated sharps (including needles and syringe, lancets, etc.) used shall be discarded as soon as feasible in puncture resistant, leak proof containers which are labeled with the biohazard warning, color coded red and sealed prior to disposal.
4. Contaminated Supplies – Contaminated supplies shall be placed in plastic lined containers, closed, and disposed of in the daily trash in a larger plastic bag of sufficient strength to preclude bursting and tearing during handling, storage or transport.
5. Work Area Restrictions – In areas where there is reasonable likelihood of exposure to blood or other potentially infectious materials, employees shall not eat, drink, apply cosmetics or lip balm, or handle contact lenses. Food and beverages may not be kept in the same refrigerators, freezers, shelves, cabinets, or on counter tops where blood or other potentially infectious materials are present.
6. Specimens – Specimens of blood or other potentially infectious materials shall be placed in a container which prevents leakage during the collection, handling, processing, storage and transport. Specimens taken for health evaluation or monitoring purposes shall be labeled and disposed of as soon as possible.
7. Contaminated Equipment and Areas – Cleaning with an EPA approved disinfectant product shall be done on a regular basis. All work surfaces shall be decontaminated after completion of procedure(s) and as soon as feasible following the occurrence of any blood or other potentially infectious material spill. Materials used for decontamination include the following:
  - a. Chlorine bleaches in properly labeled containers noting 1 to 10 solutions. Diluted solutions must be prepared fresh daily
  - b. EPA approved disinfectant cleaner
8. Personal Protective Equipment – Protective equipment may include gloves, mouthpieces, resuscitation bags and /or disposable one-way ventilation devices. Appropriate equipment shall be selected and purchased with Cooperative funds in quantity sufficient to supply anticipated need.
9. Laundry Procedures – All laundry shall be considered as if contaminated with blood or other potentially infectious materials and shall be handled as little as possible, using universal precautions.

Student's personal clothing items replaced because they are soiled with urine, feces, vomit, etc., shall be handled using universal precautions. Soiled clothing shall be bagged and sent home with the student for home care or laundered at school using laundry procedures.

### **HEPATITIS B VACCINE AND POST-EXPOSURE PROCEDURE**

Employees in casual contact with Hepatitis B carriers in settings such as schools are at minimal risk, and vaccine is not routinely recommended for them. The Cooperative shall offer the Hepatitis B testing and vaccine series at no cost to those designated employees who are considered to have occupational exposure and in conjunction with post-exposure follow-up for all other employees who have an exposure incident involving blood or other potentially infectious material.

1. Hepatitis B Vaccine – The following job classifications may be expected to incur occupational exposure, and qualify for Hepatitis B testing and vaccine series:
  - School health nurses
  - Secretaries who are assigned first aid duties
  - Special education teachers in self-contained classrooms of the developmentally delayed
  - Education assistants working with the developmentally delayed
  - Trainers in athletics
  - Designated coaches for first aid response
  - Custodians who are responsible for cleaning or disposing of blood or contaminated waste
  - Other employees who are authorized by special situations and/or exposure

Employees have the option to complete or refuse the Hepatitis B testing and vaccine series.

2. Post Exposure – Employees whose exposure to blood is infrequent shall receive post exposure prophylaxis if an exposure incident occurs. “Exposure incident” is defined as “specific eye, mouth, other mucus membrane, non-intact skin, or parental contact with blood or other potentially infectious materials that results from the performance of an employee's duties.”

An employee exposure incident shall be reported to the Cooperative Director as soon as possible.

### **COMMUNICABLE DISEASE REPORTING:**

A Cooperative staff member who knowingly has contracted a communicable disease that may likely be transmitted in a Cooperative or school setting shall notify the Cooperative Director immediately. The Director shall report the disease to Health Services.

### **EXCLUSION DUE TO ILLNESS:**

A Cooperative staff member who has contracted a medically-diagnosed communicable disease may be excluded from the Cooperative or member school district work place. Any decision to exclude a staff member from the work place shall be made with the concurrence health services and the staff member's private physician if requested by the staff members. The decision shall be made on the basis that the staff member's admittance poses significant risk to the staff member, other staff members or student.

## **STORM DAY**

In the event of severe weather, it shall be left to the discretion of the Director if teachers should travel between schools.

## **TRAVEL**

All staff members who travel using their own vehicle will be reimbursed at .42 cents per mile. Meal costs while traveling away from home will also be reimbursed at the state rate. Room costs will be paid at the state rate when available or the next cheapest rate within the area of the meeting.

## **WORK SAFETY**

Oahe Special Education Cooperative is committed to focusing on safe work practices and accident prevention for all its employees. The safety program shall provide: instruction for Oahe staff in safety and accident protection including a workplace safety checklist administered annually with emphasis on proper lifting. Handling unruly students and discipline is address in the approved special education comprehensive plan for each Oahe Cooperative school as well respective discipline policy for each school that teachers have responsibility to follow.

Return To Work procedure for any employee involving workers compensation: In the event of an employee injured on the job, it is our intent to follow the attending doctor's recommendations when said employee may return to the work place and under what, if any, estimated restrictions.

Lifting and Material Movement

- Lift, push or pull only reasonable amounts of weight.
- Do no lift over 50 pounds without help
- Lift correctly to prevent injury. Use back belts to prevent injury.

## **WORKING DAY**

All staff/employees shall be required to report for duty according to their respective local districts policies governing the "length of day" unless otherwise specified by contract.

**Oahe Special Education Cooperative**

**PO Box 97  
Java, SD 57452-0097  
(605) 649-6296  
FAX: (605) 649-6283**

**DRUG FREE WORKPLACE POLICY  
USE OF ALCOHOL, DRUGS AND CONTROLLED SUBSTANCES  
BY EMPLOYEES**

Students and employee safety is a paramount concern the Oahe Special Education Cooperative (OSEC) Board. Employees under the influence of alcohol, drugs or controlled substances are a serious risk to themselves, to students, and to other employees. Therefore, the OSEC Board will not tolerate the unlawful manufacture, use, possession, sale, or distribution of drugs or controlled substances. Nor will the board tolerate the unlawful use of, or being under the influence of alcohol or controlled substances by an on-duty employee. Any employee who violates this policy will be subject to disciplinary action which may include dismissal. Each employee of the district is hereby notified that as a condition of employment, the employee must abide by the terms of this policy and will report to the Director any criminal drug statute convictions for a violation occurring in or on the premises of the cooperative schools. Or while engaged in regular employment. Such notification must be made by the employee to the Director no later than five days after conviction. The director will provide notice of such violation to the United States Department of Education or other appropriate government agency within ten days after the Director receives such notification.

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

All employees will attend a district drug-free awareness program at which employees will be informed about: the dangers of drug abuse in the workplace; this policy of maintaining a drug-free workplace; available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be placed upon employees for drug abuse violations occurring in the workplace.

The OSEC Board hereby commits itself to a continuing good faith effort to maintain a drug-free workplace. A copy of this policy shall be given to all present and future employees.

I have read the above policy.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

**OSEC NEGOTIATED AGREEMENT  
2015-2016**

**RECOGNITION:**

The Oahe Special Education Cooperative (OSEC) Board shall comply with statues for negotiation included in SDCL. Any employee organization recognized for negotiations shall comply with the same statutes.

The Oahe Special Education staff is presently recognized as the exclusive representative in negotiations for the certified personnel of the OSEC excluding the director and uncertified personnel.

The presently recognized representative may be challenged in accordance with SDCL.

**GROUND RULES FOR NEGOTIATIONS:**

1. The OSEC Board and staff representative shall agree on a date to exchange proposals. New proposals may be added only by mutual consent of both parties. It is the intent of this rule for both parties to offer complete packages at the agreed upon time.
2. Meeting dates shall be by mutual agreement and shall be established prior to the conclusion of each meeting.
3. The OSEC Board and staff representative agree to cooperate in collecting and sharing such information as is requested.
4. When an agreement is reached, it shall then be made in writing and submitted for consideration to the OSEC Board and staff representative.

**BEREAVEMENT LEAVE:**

Up to four days shall be allowed in case of death in the employee's family. The first two days shall not be taken from any of the employee's accumulated sick leave, but the remaining two days, if taken, shall be taken from the employee's accumulated sick leave. The employee's family is to be defined as spouse, child, parent, parent-in-law, grandparent, grandparent-in-law, brother, sister, brother-in-law, sister-in-law, or any member of the employee's household. Exceptions to this are to be reviewed by the Administration.

With the Director's approval, leave of one day, taken from sick leave, shall be allowed to attend the funeral of other relatives or friends of the employee.

**EMERGENCY LEAVE:**

Employees may have one (1) day of emergency leave per year with pay. An excuse from work for emergency leave reasons must be approved by the Director. Emergency leave should not be taken in less than half day blocks.

**JURY DUTY LEAVE:**

In the event an employee of Oahe Special Education Cooperative is called to jury duty, such employee shall be paid his/her regular salary minus compensation received for such jury duty shall not be classified as deducted compensation.

**MEDICAL AND DENTAL INSURANCE:**

Salaried full time staff members may be covered by the group insurance plan, which includes hospitalization. The Oahe Coop will pay the full single health insurance premium (\$1,500 deductible) with a cap of \$614.65 per month for each eligible employee. The Oahe Coop will also pay the single dental insurance premium of \$37.00 per month. A single premium will be paid by the employer to Sanford Health up to a maximum of seven thousand-eight hundred nineteen dollars and eighty cents (\$7819.80) per year. Employees electing to obtain family coverage shall pay the difference in premium cost and shall authorize said employer to deduct said amount from employee's monthly salary payment. Employer shall pay its share of said premium during the summer months for full time returning personnel. Premiums will be paid through the last day of school, or the last day of contract period for personnel electing not to contract for the following year.

The Coop will also pay the single dental insurance premium for all eligible employees.



**PERSONAL LEAVE:**

Four days personal leave will be granted each employee. There must be 24 hour notice to the Director, not before any holiday except Christmas nor a day off, additional days taken, the teacher will have a days pay deducted for each day taken and the leave is not accumulative. Other leave will be left to the discretion of the Director. A fifth day of personal leave will be granted to all employees who have worked for the cooperative for 10 years or more. Unused personal days will be paid at \$50.00 per day if requested by the employee by May 15<sup>th</sup> and will be paid to the employee in the June payroll.

**PROFESSIONAL LEAVE:**

The Director may grant professional leave to increase ability of employee to meet the needs of his/her job responsibility. All requests for professional leave shall be approved by the Director before leave takes place. The Director shall determine what expenses shall be paid by the Oahe Special Education Cooperative. Staff development policy will govern the professional leave.

**SALARY INDEX:**

The OSEC teacher’s salary index is as follows:

BA + 15 = \$500.00                      BA + 30 = \$700.00                      MA = \$1,300.00

The increases will be allowed if hours are in the area of teacher’s field. All hours must have administrative approval. All changes in contracts with appropriate documentation must be made before September 1<sup>st</sup> of that contract year.

**SICK LEAVE:**

All full time certified staff members employed by the Cooperative shall be allowed ten (10) days sick leave of absence on full pay per year. The 10 days will be awarded at the beginning of the contract. If the staff member is claiming sick leave for more than three consecutive days, he/she may be asked to provide the Director with a physician’s statement verifying illness. Sick leave may be accumulated to sixty (60) days and may be used for sickness of the immediate family. Absence from work because of sickness shall be deducted from the accumulated sick leave days. First year teachers will be allowed fifteen (15) sick leave days for the first year.

**SICK LEAVE BANK:**

Each employee will donate 2 days to the Sick Leave Bank for the first 3 years of employment, if they wish to be included. After that, each employee can donate 2 days per year, without affecting their eligibility for membership and/or borrowing privileges.

Up to 25 days per member, per year, can be drawn from the bank, if agreed upon by contributing members. Each case will be decided on an individual basis. No more than 50 days total can be drawn from the sick leave bank per year (for example, if 2 staff members applied for 25 days leave, a total of 50 days, there would be no more leave available until the following school term.)

**PROFESSIONAL ADVANCEMENT – EXTRA PAY:**

Tuition reimbursement for graduate credits within field of applicant’s study earned after September 1, 2013, will be at the rate of one hundred dollars (\$100.00). This is to be payable to special education teachers after they have successfully completed a course offered by an accredited university and have presented an official transcript of that course to the Director of OSEC. This payment is not to exceed six (6) hours over a five year period.

**PROFESSIONAL ADVANCEMENT FOR RELATED SERVICES STAFF:**

Licensure renewal fee reimbursement for Oahe Coop Speech Language Pathologists meeting this licensure requirement will be \$250.00 every two years. If a staff member resigns before the end of the two-year licensure cycle, the staff member will be required to reimburse the coop for the prorated amount of the licensure.

Oahe Coop School Psychologist earning 75 clock hour requirements every three years will be reimbursed at \$10.00 per hour for every hour not to exceed 75 clock hours within three-year period.

Oahe Coop Occupational Therapist will be reimbursed annually for OT licensure requirements at \$50.00 annually.

The above reimbursements are payable to speech language pathologists, school psychologist and occupational therapist after they have submitted official licensure or coursework to the Director of OSEC.



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Paid by Warrant No. ....

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\$.....

Claim of

.....  
against

**OAHE SPECIAL EDUCATION  
COOPERATIVE**

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Kind of Fund .....

Filed .....

.....  
Business Manager

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Rejected .....

Amount Claimed .....\$.....

Amount Allowed .....\$.....

Date .....

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Members of the Board of Education

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AGREEMENT ESTABLISHING THREE RIVERS SPECIAL SERVICES COOPERATIVE

AGREEMENT AND BY-LAWS

ARTICLE I - NAME

The name of this organization shall be THREE RIVERS SPECIAL SERVICE COOPERATIVE (referred to herein as the COOPERATIVE).

ARTICLE II - PURPOSE, GOALS AND LIMITS

Section 1. The purpose of the Cooperative shall be to provide its member districts and other public or private entities, academic educational resources, human services, cooperative purchasing, and other services deemed appropriate by a majority vote of the governing board.

Section 2. The goals of the cooperative are to assist member districts and other private and public entities in providing appropriate educational service for all individuals and to offer, on a cooperative basis, services that public or private entities would not be able to provide as effectively or as economically acting alone.

Section 3. The Cooperative shall not have the power to levy taxes or commit member districts to obligations beyond the membership period. The Cooperative shall not enter into any long-term debt.

Section 4. The Cooperative shall have the authority to take whatever action is necessary to implement the stated purposes and goals, unless specifically prohibited by statute or the Cooperative By-Laws.

ARTICLES III - MEMBERSHIP

Section 1. The following school districts shall constitute the Cooperative membership for the current fiscal year.

Jones County School District 37-3

Midland School District 27-2

Kadoka School District 35-1

White River School District 47-1

Lyman School District 42-1

Wood School District 47-2

Todd County School District 66-1

Little Wound School

Bennett County School District 03-1

Crazy Horse School

(Evidence that each member's school board has approved these By-Laws through proper resolution in open meeting is attached hereto and incorporated herein by this reference).

Section 2. School districts seeking membership will be admitted upon receipt of the membership fee and escrow payments as determined by Board policy.

Section 3. Membership entitles the member district to appoint one Cooperative Board Member and one alternate Board Member. Member districts will receive basic membership services as determined by the Board annually. Additional services provided by the Cooperative to individual school districts are contracted.

Section 4. The annual entry and renewal date for membership in the Cooperative shall be July 1 of the membership year and payable by August 1 of the membership year. The Director shall notify all member districts and surrounding districts not participating in a cooperative prior to July 1 and solicit in writing their intentions for the following membership year. School districts wishing to become members during a membership year will do so in compliance with Section 2.

Section 5. Any member district may withdraw from the Cooperative by action of its Board of Education. Withdrawal notice shall be made prior to February 1 for the succeeding school year and shall be effective at the end of the school fiscal year in which notice of such withdrawal is given.

Section 6. Any member district wishing to withdraw shall deliver to the Cooperative Director a resolution of its Board of Education authorizing withdrawal from the Cooperative. Upon delivery of such resolution, withdrawal shall be effective as provided in Section 5.

Section 7. A member school district terminating its Cooperative membership shall not be entitled to recovery of any assets except the district's escrow payments, to be paid out over a period of two years.

Section 8. Any member district not notifying the Cooperative by February 1 of their intent to withdraw membership, and withdrawing membership for the succeeding year will be charged a penalty of the succeeding year's dues and fees.

Section 9. The Cooperative shall be dissolved by unanimous vote, less one, of the governing board. Upon an affirmative vote to dissolve, the Cooperative shall effect such dissolution prior to March 1 of the current year of membership.

Section 10. All property of the dissolved Cooperative shall be liquidated pursuant to SDCL 13-21. All funds, except escrow payments, remaining upon settlement of all the Cooperative's obligations shall be distributed among those members enrolled at the time of dissolution, proportionately to the dues, fees, and administrative fees paid during the previous fiscal period. The escrow amounts remaining after all bills are paid will be returned to the school districts who paid in the escrow.

Section 11. In the event of dissolution of the Cooperative, Lyman School District 42-1 shall become the official depository of all student and employee records generated by the Cooperative.

#### ARTICLE IV - GOVERNING BOARD

Section 1. The governing board of the Cooperative shall be composed of one voting school board member from each participating district. Each local board representative and alternate to the Cooperative governing board shall be appointed by the local school board at its annual meeting. Should either the representative or alternate be unable to serve, the member district will appoint a representative to complete the required term.

Section 2. For the purpose of holding meetings and conducting business under this agreement, a quorum shall exist if one-half or more of the Cooperative governing board members are present. A majority vote shall exist if more than one-half of the governing board members vote in a like manner. All business of the Cooperative shall be transacted by a majority vote by the board, unless specifically stated otherwise in the By-Laws.

Section 3. The Cooperative board shall hold its annual meeting on the 4th Wednesday of July unless otherwise designated at the regular board meeting prior to the annual meeting. Regular meetings shall be on the 4th Wednesday of the month unless otherwise designated at the annual meeting. Special meetings may be called by the president of the board at any time.

Section 4. The Cooperative board shall elect a president and vice-president at the annual meeting from its membership, which members shall serve for a term of one year. The responsibility of the secretary-treasurer of the Cooperative board may be delegated to the Cooperative Business Manager, whose duties shall include such things as the minutes, making financial reports and publishing in a newspaper of general circulations, as designated by the Board, such notices and records of Cooperative board action as are required by law.

Section 5. The Cooperative governing board shall be responsible for the administration and fiscal control of the Cooperative. Minutes, financial statements and accounts payable shall be approved by the board.

#### ARTICLE V - PERSONNEL

Section 1. Each Cooperative department head, acting within the approved Cooperative policies and procedures, shall be responsible for personnel matters in their department. He/She shall bring any personnel action to the board for final disposition.

Section 2. All other policies regarding personnel not specifically addressed in the By-Laws shall be implemented in accordance with the policies of the Three Rivers Special Services Cooperative.

Section 3. In the absence of a Cooperative policy relating to a specific issue, the policies of Lyman School District 42-1 will be followed.

#### ARTICLE VI - ADOPTION AND AMENDMENTS

Section 1. The By-Laws shall be adopted by a majority vote of the Cooperative governing board members.

Section 2. By-Laws may be adopted or amended at any regular or special meeting by two-thirds majority vote of the member school districts, provided written notice has been submitted to the secretary-treasurer fourteen (14) days prior to the meeting, and the secretary-treasurer has forwarded the proposed amendment to all member districts seven (7) days before the meeting.



Section 3. Proposed amendments may themselves be amended by a majority vote of the Cooperative board at its meetings, provided such amendments do not alter the intent of the proposed amendment as originally submitted.

Section 4. Amendments shall stipulate the date they are to become effective.

Section 5. A policy or procedure can be adopted at any regular or special meeting by a majority vote of the Cooperative governing board members.

Section 6. Any policy or procedure can be waived by a two-thirds majority vote of the Cooperative governing board members.

IN WITNESS WHEREOF, the undersigned have executed this agreement, on counterpart copies, each of which shall constitute an original copy but all of which together shall constitute one and the same instrument.

ATTEST:

ATTEST:

Bill R. East 9-28-94  
Jones County School District 37-3

Sharon Engelhaupt 9-28-94  
Midland School District 27-2

ATTEST:

ATTEST:

James D. Underway 9-28-94  
Kadoka School District 35-1

Peri Strain 9-28-94  
White River School District 47-1

ATTEST:

ATTEST:

Edj Halverson  
Lyman School District 42-1

Douglas J. Katalo 9-28-94  
Wood School District 47-2

ATTEST:

ATTEST:

Shaun Swanson 9-28-94  
Todd County School District 66-1

Wilbur White Mouse  
Crazy Horse School

By-Laws  
Page 6

ATTEST:

\_\_\_\_\_  
Little Wound School

ATTEST:

 9-28-94  
Bennett County School District 03-1

The amendments listed in Article II, Sections 1 & 2, were approved by motion 1197-93 at a meeting of the Three Rivers Cooperative Board on April 28, 1993, with the amendments effective immediately upon approval.

The amendments listed in Article III, Section 1,2,7,8, and 10 and Article IV, Section 1, were approved by motion 1370-94 at a meeting of the Three Rivers Cooperative Board on May 18, 1994, with the amendments effective immediately upon approval.

# Appendix 10

## 2014-2015 SERVICES

### Special Education Services

Birth to Three\*

Special Education/Birth to Three meetings

Special Education Director

Speech Language Pathologist

Speech Language Pathology Assistant

Three Rivers Special Services					ESA 6						Non-Member	Estimated Days of Service
Bennett Co	Jones Co	Kadoka	Lyman	White River	ABO	Highmore-Harrold	Stanley Co	Todd Co	Pierre	Winner	Other Districts	
x	x	x	x	x	x	x	x	x	x	x		<b>463.5</b>
x	x	x	x	x	x	x	x	x	x	x		6
x	x	x	x	x	x	x	x	x	x	x		As Needed
x												159
x												159

### School Improvement Services\*\*

												x	<b>596</b>
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### Grant Writing and Management Services

21st Century Afterschool Program

Carl Perkins

Teacher of the Year

x		x											<b>774</b>
x	x		x	x									10
x	x	x	x	x	x	x	x	x	x	x			1

\*Birth to Three Service Regions are provided for the county in which these schools reside

\*\* School Improvement Services include: AIMSweb Support; Community Development; CORE Sourcebook & Data Workbook Training; DIBELS Training; Leadership Training; Literacy & Math Training; Data Analysis Support; School Support Team; MTSS

## THREE RIVERS SPECIAL SERVICES COOPERATIVE

Month: February  
 Supervisor: Julie Mathiesen

Name: [REDACTED]  
 Contact Information: [REDACTED]

TRAVEL

Date	TIME/PROGRAM Days Worked			Sick Days	Activity/Destination	Depart	Return	Reimburse* <small>for per diem justification</small>	Lodging* <small>Original Receipt Required</small>	Per Diem <small>Overnight Stay</small>	Miles	
	MTSS	LC	TIE									
1	0.5	1.0			Activity 1						220	
4	0.5				Activity 2						40	
5	0.5				Activity 3							
8	0.5				Activity 4							
8		0.5			Activity 5	4:00pm				\$15.00	137	
9		1.0			Activity 6					\$32.00	57	
10		1.0			Activity 7					\$32.00	57	
11		1.0			Activity 8		6:00pm			\$17.00	159	
12	1.0				Activity 9							
16	1.0				Activity 10	5:30am				\$35.00		
17	1.0				Activity 11					\$21.00		
18	1.0				Activity 12					\$21.00		
19	1.0				Activity 13		10:00pm			\$21.00	20	
22	1.0				Activity 14					\$15.00	250	
23		0.5			Activity 15		2:00pm			\$11.00	20	
24		1.0			Activity 16					\$11.00	256	
25		1.0			Activity 17		4:00pm			\$11.00	10	
26	0.5				Activity 18							
28		0.5			Activity 19							
29	1.0				Activity 20	4:00pm	March			\$15.00	255	
					Baggage fees				\$50.00			
					Parking fees				\$35.00			
					copy paper				\$4.49			
<b>Totals:</b>												
	9.0	7.5	0.0	0.0				\$89.49	\$0.00	\$246.00	1481	

**Total Reimbursement Requested** \$335.49

Total Reimbursement = Reimburse + Lodging + Per Diem + (Miles x cents per mile)

For Office Use: 0.54545 0.45455 0.00000 0.00000

Sick Days Used 0.0

X Class 1  
 & Class 5

Title \_\_\_\_\_ Date 8/4/16

Total Days This Month 16.5

The Three Rivers Special Services Cooperative is an Equal Employment Opportunity Employer. Discrimination because of gender, race, color, religion, national origin, age, disability, or veteran status is prohibited. The Cooperative recruits, hires, trains, and promotes the most qualified persons into all job levels without regard to race, color, religion, national origin, gender, or disability (except where disability and gender are bona-fide occupational qualifications). Revised 08/2009

**AGREEMENT ESTABLISHING  
PRAIRIE LAKES EDUCATIONAL COOPERATIVE  
BY-LAWS**

**ARTICLE I**

1.1 The name of the educational services cooperative unit created and established by this agreement shall be the Prairie Lakes Educational Cooperative (PLEC).

**ARTICLE II**

**CREATION, PURPOSE, AND LIMITS**

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

2.2 The PLEC shall assist member districts in providing appropriate educational services for all children and to offer, on a cooperative basis, services that the member districts elect to offer according to the by-laws of this agreement.

2.21 The PLEC shall directly employ or contract for the services of a Special Education Director services and shall contract for fiscal management services which are determined necessary for the operation of the Cooperative. Special Education Director services and contracted fiscal management services are the chartered mandatory services of the Cooperative. All other services, special education and non-special education, will be negotiated on a case by case basis with participation optional by member districts.

2.22 Services which are brought under the fiscal management of the Cooperative shall be approved by participating member districts, the Advisory Board, and the Board of Directors. Applications to bring services under the direction of the cooperative shall contain a description of the services, rational for doing so on either a mandatory or optional cooperative basis, and a description as to how proposed services will be funded.

2.23 Mandatory services must be approved by 100% vote of the Board of Directors. Optional must be approved by a majority vote of the Board of Directors.

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

**ARTICLE III  
MEMBERSHIP**

3.1 The following school districts shall be charter members of the PLEC for the 1993-94 school year:

Baltic School District 49-1  
Chester Area School District 39-1  
Colman-Egan School District 50-5  
Dell Rapids School District 49-3  
Flandreau School District 50-3  
Garretson School District 49-4  
Howard School District 48-3  
Lake Central School District 39-2  
Oldham-Ramona School District 39-5  
Rutland School District 39-4  
Tri-Valley School District 49-6

3.2 Each district participating in the PLEC shall submit a resolution indicating the district's adoption of this cooperative educational services agreement.

3.3 Any school district not now a member of the cooperative and wishing to join PLEC shall indicate its desire to join by submitting to the President of the Board of Directors of the PLEC by May 1 a resolution adopted by the local Board of Education adopting this agreement and authorizing membership in the PLEC and in conformity with the applicable laws of the State of South Dakota. The school district submitting said resolution shall become a member of the PLEC upon approval by 60% majority vote of the Board of Directors of PLEC and payment of the admittance fee pursuant to Article III, Section 3.4. The effective date of membership shall be July 1.

3.4 The newly admitted school district will be assessed an admittance fee. The fee will be determined by adding the total capital outlay and general fixed assets the PLEC as of June 30 of the current year of the date of application for participation. The sum will be divided by the number of current member schools to determine the cost per member. The per member cost will be the admittance fee of the new member. The minimum admittance fee shall be \$500; the maximum fee shall be \$1500.00.

3.5 Any member school district wishing to withdraw from the PLEC shall give a notice of intent to the President of the Advisory Board. This notice of intent shall be prior to December 1 in the school term prior to year of withdrawal. Prior to January 15 of the school term prior to the year of withdrawal, the withdrawing district shall deliver to the President of the Board of Directors, a resolution from the district's Board of Education authorizing withdrawal from the PLEC. Termination of membership shall become effective at the end of the school fiscal year in which the notice of withdrawal is given. Any payments due for mandatory services shall be paid in full prior to the withdrawal. Any optional services contracted with the withdrawing member will be subject to the

original terms of contract. Any member district withdrawing shall lose any vested rights in any assets held by the PLEC and shall no longer be considered a member, providing PLEC is not simultaneously dissolving as set forth in section 3.6.

- 3.6 The PLEC shall be dissolved by a 75% vote of the Board of Directors. The resolution to dissolve the PLEC shall be passed on or before February 15<sup>th</sup> of the year the PLEC is to be dissolved. In the event that dissolution is determined, the President of the Board of Directors shall immediately instruct the contracted fiscal management site and the Special Educational Director to take such actions as necessary to facilitate the dissolution of the PLEC at the end of the fiscal year (June 30) or upon the date designated by the resolution of dissolution.
- 3.7 In the event of dissolution, the Board of Directors shall terminate the affairs of the PLEC prior to July 1<sup>st</sup> or upon the date designated by the resolution of dissolution. All property owned by the PLEC shall be disposed of by the Board of Directors in accordance with SDCL 6-13. Upon settlement of all obligations of the PLEC, the remaining cash balance shall be distributed to those members enrolled at the time of dissolution on a prorated basis determined by amount of funds each member was assessed for mandatory services.
- 3.71 Property and funds maintained for optional services shall be distributed in accordance with member school's participation in the services.
- 3.72 Student records shall be returned to the school of the students enrollment. Employee records shall be maintained at a school district selected by the Board of Directors.

## **ARTICLE IV GOVERNANCE**

- 4.1 The PLEC shall be governed by a Board of Directors composed of one voting school board member from each member district. Each local board representative to the PLEC governing board and an alternate shall be appointed by the local school board at its annual meeting. The Business Manager of the member district shall inform the PLEC in writing concerning the appointment of the representatives. In the event the appointee can not continue representing the local district, the local school board shall appoint a replacement. In event that neither the regular appointee or the alternate can not attend a scheduled meeting due to scheduling conflicts, the local Board of Education President can appoint a replacement for that meeting and shall notify the President of the Board of Directors of the temporary appointment. If such notification does not happen prior to the board meeting, votes taken or motions made or seconded by the representative shall be subject to recall at the next meeting if that representative was not properly authorized.
- 4.2 For the purpose of holding meetings and conducting business under this agreement, a quorum shall exist if a majority of the local districts representatives are present. A majority vote of all member districts (and not merely a majority vote of all member districts present at the meeting) shall be required to conduct all business, unless otherwise specifically stated in these by-laws.
- 4.3 The Board of Directors shall hold its annual meeting in July. The Board of Directors shall meet quarterly with meetings to be held on the dates and times as determined at the annual meeting. Special meetings may be called by the President of the Board of Directors or in his/her absence, by the Vice President, or a majority of the Board of Directors. Notice of such meeting shall be given by the Director or his/her designee to the board members either orally or in writing in sufficient time to permit their presence.
- 4.4 The Board of Directors shall elect a President and Vice President from its membership and such other officers or agents as deemed necessary.
- 4.5 The Board of Directors shall be responsible for the administrative and fiscal control of the PLEC. Annually the Board of Directors shall determine the needed fiscal management services and shall contract for a management site to provide said services. The Board shall employ or contract for a Special Education Director. The Board shall have the authority to approve all personnel providing mandatory cooperative services; negotiate terms and conditions of contracted services as provide by law; to establish policy; to adopt a budget; to approve or disapprove of financial reports; to approve or disapprove the payment of claims; to approve or disapprove the record of the Board's proceedings and cause proper distribution and publishing of said minutes; and to perform any other business as is deemed necessary.



- 4.6 The Board of Directors shall cause an evaluation of mandatory contracted services and personnel providing mandatory services to take place at least on an annual basis. The Advisory Board will develop an evaluation process and report and recommend findings to the Board of Directors and fiscal management site.
- 4.7 The Advisory Board shall consist of the Superintendents or designee of the member school districts. Each district shall have one (1) vote on the Advisory Board. The Advisory Board shall elect a President from its membership and such other officers or agents as is deemed necessary.
- 4.8 The Advisory Board shall meet monthly with times and dates to be determined by the Special Education Director and Advisory Board President. The President of the Advisory Board or a majority of the members may call special meetings as deemed necessary. Notification will be made in sufficient time to permit attendance by Advisory Board members.
- 4.9 The Advisory Board shall have the authority to make recommendations to the Board of Directors concerning fiscal management services; employment of Special Education Director; personnel providing mandatory services; negotiated terms and conditions of contracted services as provided by law; establishment of policy; adoption of a budget; approval or disapproval of financial reports; approval or disapproval of the payment of claims; approval or disapproval of the record of the Board's proceedings and cause proper distribution and publishing of said minutes; and to perform any other business as is deemed necessary.
- 4.91 The Advisory Board shall take the responsibility to review all services under the direction of the PLEC and make recommendations to the fiscal management site and Special Education Director and if appropriate to the Board of Directors concerning the status and recommended changes of the services. The Advisory Board shall also work with the fiscal management site and the Special Education Director to develop appropriate and necessary services for the PLEC or member schools.
- 4.92 The chain of command within the PLEC shall be from top to bottom: Board of Directors, Advisory Board, Special Education Director, fiscal agent, and other employees as designated when needed.

## **ARTICLES V**

### **MEANS OF FINANCE**

- 5.1 The PLEC will receive, budget, and expend funds available to it from State, Federal, and other sources.
- 5.2 Mandatory costs of the PLEC shall be paid on a basis of 75% of the costs being shared equally and the remaining 25% being based upon the percent of the member districts student count as reported to DECA the previous year in relationship to the total student count of the PLEC. Member districts shall be billed quarterly with payment to be made within 30 days of receiving the billing.
- 5.21 Mandatory costs are defined as fiscal management services and services of the Special Education Director.
- 5.3 All other optional service costs shall be paid by the participating member districts in accordance with a formula determined at the time the service comes under the PLEC's governance. A contract outlining services and fiscal procedures for those services shall be developed and signed by those members receiving and therefore paying for the services.
- 5.4 Non-member schools participating in PLEC services shall be charged the rate of tuition as prescribed in SDCL 13-37-8.2 plus a ten percent (10%) administrative fee.

## **ARTICLE VI**

### **ADOPTION AND AMENDMENTS**

- 6.1 By- laws may be adopted or amended at any regular or special meeting by a 75% membership vote of the Board of Directors provided notice has been submitted in writing to the membership fourteen (14) days prior to the meeting. Proposed amendments may themselves be amended by a majority vote of the Board of Directors at the meeting, provided such amendments do not alter the intent of the proposed amendment as originally submitted. Amendments shall become effective upon passage, unless the amendment stipulates the date it is to become effective.
- 6.2 A policy or procedure can be adopted at any regular or special meeting by a majority membership vote of the Board of Directors. Any policy or procedure can be waived by a two-thirds membership vote of the Board of Directors.
- 6.3 Prior to becoming effective, the Board of Directors shall submit to the State Secretary of Education all amendments for approval and incorporation into the Agreement.

## **ARTICLE VII**

### **DISPUTE RESOLUTION**

- 7.1 Disputes arising under this Agreement and these By-laws shall be referred to the Advisory Board. Any dispute that can not be resolved by the Advisory Board shall be submitted to the Board of Directors. The Board of Directors, by a majority membership vote, shall act upon the dispute at its next meeting or at a special meeting.
- 7.2 Should the disposition of a dispute by the Board of Directors not be acceptable to any party, or should the Board of Directors fail to get a majority vote relative thereto, the aggrieved party may then submit the dispute, within 30 days, to the State Secretary of Education.
- 7.3 The decision of the State Secretary of Education resolving any dispute arising under this Agreement and By-laws may be appealed to Circuit Court pursuant to SDCL 1-26.

## **ARTICLE VIII**

### **PARLIAMENTARY AUTHORITY**

- 8.1 The rules contained in the current edition of Robert's Rule of Order shall govern the PLEC in all cases to which they are applicable and in which they are not inconsistent with these by-laws and any special rules or order the PLEC may adopt.

**Prairie Lakes Educational Cooperative**

**14-15 Allocation**

**I. EXPENSE ALLOCATION BY MEMBER: Director Services**

Percent Assigned To Equity: 75.0%

District	Equity Portion	Fall 13 Enrollment	Variable Portion	Net Allocation
Baltic #49-1	6.82%	422.51	1.80%	8.62%
Chester #39-1	6.82%	564.4	2.40%	9.22%
Colman/Egan #50-5	6.82%	243	1.03%	7.85%
Dell Rapids #49-3	6.82%	919.18	3.91%	10.73%
Flandreau #50-3	6.82%	639.7	2.72%	9.54%
Garretson #49-4	6.82%	494	2.10%	8.92%
Howard #48-3	6.82%	370.88	1.58%	8.40%
Madison Central #39-2	6.82%	1138.68	4.83%	11.65%
Oldham/Ramona #39-5	6.81%	124	0.53%	7.34%
Rutland #39-4	6.81%	156	0.66%	7.47%
Tri-Valley #49-6	6.82%	809	3.44%	10.26%
<b>TOTAL</b>	<b>75.00%</b>	<b>5,881</b>	<b>25.00%</b>	<b>100.00%</b>

**II. EXPENSE ALLOCATION BY MEMBER: School Psych Services (All Special Ed)**

District	Days per Year	Percentage	Net Allocation
Baltic #49-1	43.75	7.81%	7.81%
Chester #39-1	28	5.00%	5.00%
Colman/Egan #50-5	26.25	4.69%	4.69%
Dell Rapids #49-3	90	16.07%	16.07%
Flandreau #50-3	87.5	15.63%	15.63%
Garretson #49-4	34	6.07%	6.07%
Howard #48-3	48.5	8.66%	8.66%
Madison Central #39-2	91.5	16.34%	16.34%
Oldham/Ramona #39-5	14.5	2.59%	2.59%
Rutland #39-4	11.75	2.10%	2.10%
Tri-Valley #49-6	84.25	15.05%	15.05%
<b>TOTAL</b>	<b>560.00</b>	<b>100.00%</b>	<b>100.00%</b>



**FY15 Billings**

Month of: Jun-15

Billed: 7/1/2015

Payables

Director Special Ed: 85%

\*Paid with June

Director General Fund: 15%

	Psych SpEd	Director General	Director SpEd			Total
Baltic	0.00	0.00	0.00			0.00
Chester	0.00	0.00	0.00			0.00
Colman/Egan	0.00	0.00	0.00			0.00
Dell Rapids	0.00	0.00	0.00			0.00
Flandreau	0.00	0.00	0.00			0.00
Garretson	0.00	0.00	0.00			0.00
Howard	0.00	0.00	0.00			0.00
Madison Central	0.00	0.00	0.00			0.00
Oldham/Ramona	0.00	0.00	0.00			0.00
Rutland	0.00	0.00	0.00			0.00
Tri-Valley	0.00	0.00	0.00			0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00

**FY15 Billings**

Month of: Jun-15

Billed: 6/30/2015

Director Special Ed: 85%  
Director General Fund: 15%

	Psych SpEd	Director General	Director SpEd			Total
Baltic	5,344.95	110.07	623.73			6,078.75
Chester	3,420.55	117.73	667.15			4,205.43
Colman/Egan	3,207.11	100.24	568.02			3,875.37
Dell Rapids	10,994.33	137.01	776.41			11,907.75
Flandreau	10,689.21	121.82	690.30			11,501.33
Garretson	4,153.23	113.90	645.44			4,912.57
Howard	5,925.07	107.26	607.81			6,640.14
Madison Central	11,177.66	148.76	842.99			12,169.41
Oldham/Ramona	1,771.16	93.73	531.11			2,396.00
Rutland	1,435.26	95.39	540.52			2,071.17
Tri-Valley	10,292.43	131.01	742.40			11,165.84
Total	68,410.96	1,276.92	7,235.88	0.00	0.00	76,923.76

**FY15 Billings**Month of: May-15

Billed: 5/30/2015

Director Special Ed: 85%  
Director General Fund: 15%

	Psych SpEd	Director General	Director SpEd		Total
Baltic	1,923.89	97.66	553.38		2,574.93
Chester	1,231.21	104.45	591.90		1,927.56
Colman/Egan	1,154.39	88.93	503.95		1,747.27
Dell Rapids	3,957.36	121.56	688.83		4,767.75
Flandreau	3,847.54	108.08	612.44		4,568.06
Garretson	1,494.94	101.05	572.64		2,168.63
Howard	2,132.71	95.16	539.25		2,767.12
Madison Central	4,023.36	131.99	747.88		4,903.23
Oldham/Ramona	637.52	83.15	471.21		1,191.88
Rutland	516.62	84.63	479.55		1,080.80
Tri-Valley	3,704.72	116.23	658.66		4,479.61
Total	24,624.26	1,132.89	6,419.69	0.00	32,176.84



**FY15 Billings**Month of: Apr-15

Billed: 4/30/2015

Director Special Ed: 85%

Director General Fund: 15%

	Psych SpEd	Director General	Director SpEd			Total
Baltic	1,701.29	77.26	437.80			2,216.35
Chester	1,088.75	82.64	468.27			1,639.66
Colman/Egan	1,020.82	70.36	398.69			1,489.87
Dell Rapids	3,499.47	96.17	544.96			4,140.60
Flandreau	3,402.36	85.50	484.52			3,972.38
Garretson	1,321.97	79.95	453.03			1,854.95
Howard	1,885.94	75.29	426.62			2,387.85
Madison Central	3,557.83	104.40	591.70			4,253.93
Oldham/Ramona	563.76	65.79	372.79			1,002.34
Rutland	456.84	66.95	379.39			903.18
Tri-Valley	3,276.06	91.96	521.09			3,889.11
Total	21,775.09	896.27	5,078.86	0.00	0.00	27,750.22

**FY15 Billings**Month of: Mar-15

Billed: 3/30/2015

Director Special Ed: 85%  
Director General Fund: 15%

	Psych SpEd	Director General	Director SpEd			Total
Baltic	1,858.29	76.27	432.18			2,366.74
Chester	1,189.23	81.58	462.26			1,733.07
Colman/Egan	1,115.02	69.45	393.57			1,578.04
Dell Rapids	3,822.41	94.94	537.97			4,455.32
Flandreau	3,716.33	84.41	478.30			4,279.04
Garretson	1,443.96	78.92	447.22			1,970.10
Howard	2,059.98	74.32	421.15			2,555.45
Madison Central	3,886.15	103.07	584.10			4,573.32
Oldham/Ramona	615.78	64.94	368.00			1,048.72
Rutland	499.00	66.09	374.52			939.61
Tri-Valley	3,578.38	90.78	514.40			4,183.56
Total	23,784.53	884.77	5,013.67	0.00	0.00	29,682.97

**FY15 Billings****Month of:** Feb-15**Billed:** 2/28/2015Director Special Ed: 85%  
Director General Fund: 15%

	Psych SpEd	Director General	Director SpEd	Total
Baltic	1,774.48	115.26	653.16	2,542.90
Chester	1,135.60	123.29	698.62	1,957.51
Colman/Egan	1,064.74	104.97	594.81	1,764.52
Dell Rapids	3,650.03	143.48	813.03	4,606.54
Flandreau	3,548.74	127.57	722.87	4,399.18
Garretson	1,378.84	119.27	675.89	2,174.00
Howard	1,967.08	112.32	636.49	2,715.89
Madison Central	3,710.90	155.77	882.73	4,749.40
Oldham/Ramona	588.01	98.15	556.17	1,242.33
Rutland	476.50	99.89	566.02	1,142.41
Tri-Valley	3,417.01	137.19	777.42	4,331.62
Total	22,711.93	1,337.16	7,577.21	31,626.30

**FY15 Billings**Month of: Jan-15

Billed: 1/30/2015

Director Special Ed: 85%  
Director General Fund: 15%

	Psych SpEd	Director General	Director SpEd	Total
Baltic	1,817.39	73.83	418.35	2,309.57
Chester	1,163.05	78.96	447.47	1,689.48
Colman/Egan	1,090.48	67.23	380.98	1,538.69
Dell Rapids	3,738.29	91.90	520.75	4,350.94
Flandreau	3,634.54	81.71	463.00	4,179.25
Garretson	1,412.18	76.40	432.91	1,921.49
Howard	2,014.64	71.94	407.67	2,494.25
Madison Central	3,800.63	99.77	565.38	4,465.78
Oldham/Ramona	602.23	62.86	356.23	1,021.32
Rutland	488.02	63.98	362.54	914.54
Tri-Valley	3,499.63	87.87	497.94	4,085.44
Total	23,261.08	856.45	4,853.22	28,970.75

**FY15 Billings**Month of: Dec-14

Billed: 12/30/2014

Director Special Ed: 85%  
Director General Fund: 15%

	Psych SpEd	Director General	Director SpEd	Total
Baltic	1,798.82	73.48	416.39	2,288.69
Chester	1,151.17	78.59	445.37	1,675.13
Colman/Egan	1,079.34	66.92	379.19	1,525.45
Dell Rapids	3,700.10	91.47	518.31	4,309.88
Flandreau	3,597.42	81.32	460.83	4,139.57
Garretson	1,397.76	76.04	430.88	1,904.68
Howard	1,994.06	71.60	405.76	2,471.42
Madison Central	3,761.82	99.31	562.75	4,423.88
Oldham/Ramona	596.08	62.57	354.56	1,013.21
Rutland	483.03	63.68	360.84	907.55
Tri-Valley	3,463.88	87.46	495.61	4,046.95
Total	23,023.48	852.44	4,830.49	28,706.41

**FY15 Billings****Month of:** Nov-14**Billed:** 11/30/2014

Director Special Ed: 85%

Director General Fund: 15%

	Psych SpEd	Director General	Director SpEd	Medication Training	Total
Baltic	2,423.02	73.71	417.71		2,914.44
Chester	1,550.63	78.84	446.78		2,076.25
Colman/Egan	1,453.87	67.13	380.39		1,901.39
Dell Rapids	4,984.04	91.76	519.95		5,595.75
Flandreau	4,845.73	81.58	462.29		5,389.60
Garretson	1,882.78	76.28	432.24		2,391.30
Howard	2,686.00	71.83	407.05		3,164.88
Madison Central	5,067.15	99.62	564.53		5,731.30
Oldham/Ramona	802.92	62.77	355.68		1,221.37
Rutland	650.65	63.88	361.98		1,076.51
Tri-Valley	4,665.85	87.74	497.18		5,250.77
Total	31,012.64	855.14	4,845.78	0.00	36,713.56

**FY15 Billings**Month of: Oct-14Billed: 10/31/14Director Special Ed: 85%  
Director General Fund: 15%

	Psych SpEd	Director General	Director SpEd	Total
Baltic	1,943.39	110.27	624.87	2,678.53
Chester	1,243.69	117.95	668.36	2,030.00
Colman/Egan	1,166.08	100.42	569.05	1,835.55
Dell Rapids	3,997.47	137.26	777.82	4,912.55
Flandreau	3,886.53	122.04	691.56	4,700.13
Garretson	1,510.09	114.11	646.61	2,270.81
Howard	2,154.32	107.46	608.92	2,870.70
Madison Central	4,064.14	149.02	844.51	5,057.67
Oldham/Ramona	643.98	93.90	532.08	1,269.96
Rutland	521.85	95.56	541.50	1,158.91
Tri-Valley	3,742.26	131.25	743.75	4,617.26
Total	24,873.80	1,279.24	7,249.03	0.00 33,402.07

**FY15 Billings**Month of: Sep-15Billed: 9/30/15Director Special Ed: 85%  
Director General Fund: 15%

	Psych SpEd	Director General	Director SpEd	Para Workshop	Additional Hours	Total
Baltic	1,860.46	66.75	378.23	0.00		2,305.44
Chester	1,190.62	71.39	404.55	0.00		1,666.56
Colman/Egan	1,116.33	60.78	344.44	0.00		1,521.55
Dell Rapids	3,826.89	83.08	470.81	0.00		4,380.78
Flandreau	3,720.69	73.87	418.60	0.00		4,213.16
Garretson	1,445.65	69.07	391.39	0.00		1,906.11
Howard	2,062.39	65.04	368.57	0.00		2,496.00
Madison Central	3,890.72	90.21	511.18	0.00		4,492.11
Oldham/Ramona	616.50	56.84	322.06	0.00		995.40
Rutland	499.58	57.84	327.77	0.00		885.19
Tri-Valley	3,582.58	79.45	450.19	0.00		4,112.22
Total	23,812.41	774.32	4,387.79	0.00	0.00	28,974.52



**FY15 Billings**

**Month of:** Aug-14

**Billed:** 8/30/14

Director Special Ed: 85%  
Director General Fund: 15%

	Psych SpEd	Director General	Director SpEd	CPI Certificate	Total
Baltic	1,009.01	115.99	657.30		1,782.30
Chester	645.72	124.07	703.05		1,472.84
Colman/Egan	605.43	105.63	598.58		1,309.64
Dell Rapids	2,075.49	144.39	818.19		3,038.07
Flandreau	2,017.89	128.37	727.45		2,873.71
Garretson	784.04	120.03	680.17		1,584.24
Howard	1,118.52	113.03	640.52		1,872.07
Madison Central	2,110.09	156.78	888.38		3,155.25
Oldham/Ramona	334.36	98.77	559.68		992.81
Rutland	270.95	100.52	569.61		941.08
Tri-Valley	1,942.99	138.06	782.35		2,863.40
Total	12,914.49	1,345.64	7,625.28	0.00	0.00 21,885.41

**FY15 Billings**

**Month of:** Jul-14

**Billed:** 7/30/14

Director Special Ed: 85%  
Director General Fund: 15%

	Psych SpEd	Director SpEd		Total
Baltic	0.00	0.00		0.00
Chester	0.00	0.00		0.00
Colman/Egan	0.00	0.00		0.00
Dell Rapids	0.00	0.00		0.00
Flandreau	0.00	0.00		0.00
Garretson	0.00	0.00		0.00
Howard	0.00	0.00		0.00
Madison Central	0.00	0.00		0.00
Oldham/Ramona	0.00	0.00		0.00
Rutland	0.00	0.00		0.00
Tri-Valley	0.00	0.00		0.00
Total	0.00	0.00	0.00	0.00



Prairie Lakes Education Cooperative, 2014-15		
School District	2014-15 Contribution	Percentage Contribution
Baltic	\$30,058.64	7.98%
Chester	\$22,073.49	5.86%
Colman/Egan	\$20,087.34	5.33%
Dell Rapids	\$56,465.93	14.99%
Flandreau	\$54,215.41	14.39%
Garretson	\$25,058.88	6.65%
Howard	\$32,435.77	8.61%
Madison Central	\$57,975.28	15.39%
Oldham/Ramona	\$13,395.34	3.55%
Rutland	\$12,020.95	3.19%
Tri-Valley	\$53,025.78	14.07%
<b>Total:</b>	<b>\$376,812.81</b>	<b>100.01%</b>

AGREEMENT ESTABLISHING BLACK HILLS SPECIAL SERVICES COOPERATIVE  
CONSTITUTION AND BYLAWS

ARTICLE I - NAME

The name of this organization shall be BLACK HILLS SPECIAL SERVICES COOPERATIVE (referred to herein as the COOPERATIVE).

ARTICLE II - PURPOSE, GOALS AND LIMITS

Section 1. The purpose of the Cooperative shall be to provide its member districts and other public or private entities, academic educational resources, human services, cooperative purchasing, and other services deemed appropriate by a majority vote of the governing board.

Section 2. The goals of the Cooperative are to assist member districts and other private and public entities in providing appropriate services for all individuals and to offer, on a cooperative basis, services that public or private entities would not be able to provide as effectively or as economically acting alone.

Section 3. The Cooperative shall not have the power to levy taxes or commit member districts to obligations beyond the membership period. The Cooperative shall not enter into any long-term debt.

Section 4. The Cooperative shall have the authority to take whatever action is necessary to implement the stated purposes and goals, unless specifically prohibited by statute or Bylaw.

Section 5. The Black Hills Special Services Cooperative is organized exclusively for educational and scientific purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.

## ARTICLE III - MEMBERSHIP

Section 1. The following school districts shall be the charter members of the Cooperative.

<u>Spearfish School District 40-2</u>	<u>Douglas School District 51-1</u>
<u>Lead-Deadwood School District 40-1</u>	<u>Rapid City School District 51-4</u>
<u>Meade School District 46-1</u>	<u>Hill City School District 51-2</u>

(Evidence that each member's school board has approved these Bylaws through proper resolution in open meeting is attached hereto and incorporated herein by this reference.)

Section 2. Other school districts may be considered for membership upon a two-thirds majority vote of all Cooperative members. Initial membership fees will be established by the board.

Section 3. Each school district will pay an equal membership fee which will entitle the district to receive Cooperative basic membership services. Additional services provided by the Cooperative to individual school districts will be on a purchased basis.

Section 4. The annual entry and renewal date for membership in the Cooperative shall be February 1, with membership fees set on that date. The Executive Director shall notify all member districts and the surrounding districts of the February 1 date and solicit in writing their intentions for the following year. The entry or termination of a district shall become effective the following July 1. All membership fees shall be due on July 1 of the new membership year and payable by August 1 of the membership year.

Section 5. Any member district may withdraw from the Cooperative by action of its Board of Education. Withdrawal notice shall be made prior to February 1 for the succeeding school year and shall be effective at the end of the school fiscal year in which notice of such withdrawal is given.

Section 6. Any member district wishing to withdraw shall deliver to the Cooperative Executive Director a resolution of its Board of Education authorizing withdrawal from the Cooperative. Upon delivery of such resolution, withdrawal shall be effective as provided in Section 5.

Section 7. A member school district terminating its Cooperative membership shall not be entitled to recovery of any vested interests.

Section 8. The Cooperative shall be dissolved by a unanimous vote, less one, of the governing board. Upon an affirmative vote to dissolve, the Cooperative shall effect such dissolution prior to July of the current year of membership.

Section 9. All property of the dissolved Cooperative shall be liquidated pursuant to ASCL 13-21. All funds remaining upon settlement of all the Cooperative's obligations shall be distributed proportionately among those members enrolled at the time of dissolution.

Section 10. In the event of dissolution of the Cooperative, the Spearfish School District 40-2 shall become the official depository for all student and employee records generated by the Cooperative.

Section 11. Upon the dissolution of the Black Hills Special Services Cooperative, the Black Hills Special Services Cooperative shall, after paying or making provisions for the payment of all the liabilities of the Black Hills Special Services Cooperative, dispose of all the assets of the Black Hills Special Services Cooperative exclusively for the purposes of the Black Hills Special Services Cooperative in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the Black Hills Special Services Cooperative is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

## ARTICLE IV -GOVERNING BOARD

Section 1. The governing board of the Cooperative shall be composed of one voting school board member from each participating district. Each local board representative to the Cooperative governing board shall be appointed by the local school board at its annual meeting. Each school district may appoint an alternate board member at its annual meeting to represent the district in the event the original appointee cannot attend a specific meeting or cannot continue representing the local district.

Section 2. Members of the Cooperative governing board shall be appointed for three-year terms of office. Provisions shall be made for staggered terms for serving on the Cooperative governing board.

Section 3. For the purpose of holding meetings and conducting business under this agreement, a quorum shall exist if one-half or more of the Cooperative governing board members are present. A majority vote shall exist if more than half of the governing board members vote in a like manner. All business of the Cooperative shall be transacted by a majority vote by the board, unless specifically stated otherwise in the Bylaws.

Section 4. The Cooperative board shall hold its annual meeting on the 4th Wednesday of July unless otherwise designated at the regular board meeting prior to the annual meeting. Regular meetings shall be on the 4th Wednesday of the month unless otherwise designated at the annual meeting. Special meetings may be called by the president of the board at any time.

Section 5. The Cooperative board shall elect a president and vice-president at the annual meeting from its membership, which members shall serve for a term of one year. The responsibility of the secretary-treasurer of the Cooperative board may be delegated to the Cooperative Executive Director, who is a non-voting member, whose duties shall include such things as the Minutes, making financial reports and publishing in a newspaper of general circulation, as designated by the board, such notices and records of Cooperative board action as are required by law.



Section 6. The Cooperative governing board shall be responsible for the administration and fiscal control of the Cooperative. Minutes, financial statements and accounts payable shall be approved by the board.

#### ARTICLE V - PERSONNEL

Section 1. The Cooperative Executive Director, acting within the approved Cooperative policies and procedures, shall be responsible for personnel matters. He/She shall bring any personnel action to the board for final disposition.

Section 2. All other policies regarding personnel not specifically addressed in the Bylaws shall be implemented in accordance with the policies of Black Hills Special Services Cooperative.

Section 3. In the absence of a Cooperative policy relating to a specific issue, the policies of Spearfish School District 40-2 will be followed.

#### ARTICLE VI - ADOPTION & AMENDMENTS

Section 1. The Bylaws shall be adopted by a majority vote of the Cooperative governing board members.

Section 2. Bylaws may be adopted or amended at any regular or special meeting by a two-thirds majority vote of the member school districts, provided written notice has been submitted to the secretary-treasurer fourteen (14) days prior to the meeting, and the secretary-treasurer has forwarded the proposed amendment to all member districts seven (7) days before the meeting.

Section 3. Proposed amendments may themselves be amended by a majority vote of the Cooperative board at the meeting, provided such amendments do not alter the intent of the proposed amendment as originally submitted.

Section 4. Amendments shall stipulate the date they are to become effective.

Section 5. A policy or procedure can be adopted at any regular or special meeting by a majority vote of the Cooperative governing board members.

Section 6. Any policy or procedure can be waived by a two-thirds majority vote of the Cooperative governing board members.

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\*July 28, 1993

ATTEST:

Ronald F. Nenaber  
Ron Nenaber, Representative  
Belle Fourche School District 09-1

ATTEST:

Delores Bruce  
Delores Bruce, Representative  
Hot Springs School District 23-2

ATTEST:

Stanley Neugebauer  
Stanley Neugebauer, Representative  
Custer School District 16-1

ATTEST:

Myron J. Sullivan  
Myron Sullivan, Representative  
Lead/Deadwood School Dist. 40-1

ATTEST:

Larry Larson  
Larry Larson, Representative  
Douglas School District 51-1

ATTEST:

Terry Koontz  
Terry Koontz, Representative  
Meade School District 46-1

ATTEST:

Susan Humiston  
Susan Humiston, Representative  
Edgemont School District 23-1

ATTEST:

Joel Rickenback  
Joel Rickenback, Representative  
Oelrichs School District 23-3

ATTEST:

Carl H. Noack  
Carl Noack, Representative  
Haakon School District 27-1

ATTEST:

Terry Nelson  
Terry Nelson, Representative  
Rapid City Area School Dist. 51-4

ATTEST:

Louella E. Peterson  
Louella Peterson, Representative  
Hill City School District 51-2

ATTEST:

Don Aaker  
Don Aaker, Representative  
Spearfish School District 40-2

**BHSSC Services Provided to School Districts, 2014-15**

	<b>Member District Participation</b>	<b>Non-Member District Participation</b>
<b>Community and Family Services</b>		
21st Century Community Learning Centers	X	
21st Century Conference	X	X
Community Schools	X	
Parent Engagement	X	X
<b>Contracted Services</b>		
Behavior Specialists	X	
Coaching Staff	X	X
Guidance Counselors	X	
Job Corp Staff	X	
Occupational Therapy	X	X
Physical Therapy	X	
Psychologists	X	X
School Social Workers	X	
Special Education Directors	X	
Speech Therapy	X	X
Transition Coordinator	X	
Evaluation Services	X	X
School Improvement Staff	X	
Technical Support		X
Fiscal Services		X
<b>Developmental Disabilities</b>	X	
Classroom for Disabilities	X	
Residential for Developmental Disabilities	X	X
Respite	X	X
Tuition/Developmental Disabled	X	X
<b>Education &amp; Workforce Development</b>	X	
Adult Education	X	
Alternative School Staff	X	
Job Development	X	
Project Skills	X	
Tuition/Alternative School	X	X
Vocational Rehabilitation	X	X
WDT Staff	X	
Youth Civic Engagement	X	
<b>Human Services</b>	X	
Catch the Wave	X	X
Transition Summer Institute	X	X
<b>Technology &amp; Innovation in Education</b>	X	
Customized Learning Summit	X	X
Inservice	X	
LTF Training	X	
Multi Tiered Support System (MTSS)	X	X
MTSS Conference	X	X
On Line Learning	X	X
Professional Development	X	X
Regional Summit	X	X
TIE Conference	X	X
TIE Services	X	X
TIE Cognitive Coaching		X
Train the Trainer		X

Black Hills Special Services Cooperative FTEs			
<b>Division</b>	<b>Full-Time</b>	<b>Part-Time</b>	<b>Total</b>
Administration (Operations, Executive Director, Development)	18	2	20
Community & Family Services	27	83	110
Contracted Services (under Executive Director ie Administration)	40	6	46
Developmental Disabilities	117	19	136
Economic Development	14	0	14
Education & Workforce Development	39	32	71
Human Services	32	2	34
Technology & Innovation in Education	35	19	54
<b>TOTAL:</b>	<b>322</b>	<b>163</b>	<b>485</b>

Black Hills Special Services Cooperative is a cooperative educational services unit established per SDCL 13-5-31. The purpose of these policies is to establish guidelines for developing financial goals and objectives, making financial decisions, and reporting the financial status of the Black Hills Special Services Cooperative (BHSSC).

**Fiscal Year:** School (fiscal) year shall begin July 1<sup>st</sup> and end June 30<sup>th</sup>. (SDCL 13-26-1)

**Accounting System:** BHSSC purchases an annual accounting software license from Software Unlimited, Inc.'s (SUI) for their School Accounting System (SAS). SUI's School Accounting System is a flexible and comprehensive financial software solution designed specifically for school districts and customized to meet the unique state reporting requirements for the State of South Dakota.

**Chart of Accounts:** Cooperatives are required to use the chart of accounts as shown in the School District Accounting Manual. The structure includes fund, revenues, and expenditures function. Expenditure functions are further defined by object. The Governmental Accounting Standards Board has defined the term "fund" as a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. The governmental fund type prescribed by Legislative Audit for the operating budget for BHSSC is the General Fund. The General Fund is a fund provided by law to meet all the operational costs. Revenues are classified by source and type in the various funds. Revenues are defined as additions to assets which do not increase any liability, do not represent the recovery of an expenditure and do not represent the cancellation of certain liabilities or a decrease in assets. There are five types of revenue by source, (1) local, (2) intermediate, (3) state, (4) federal, and (5) other. The purpose of classifying expenditures is to provide a basis for grouping the expenditures so that a meaningful analysis can be made. Expenditures are classified by function (why purchased), object (what purchased) operational unit (agency specific designation) and fiscal year (when purchased). Objects include salaries, purchased services, supplies, equipment, and other. The chart of accounts can be modified by the Business Manager to accommodate changes in existing expenditure functions/objects or additional expenditure functions/objects or to facilitate any specific reporting requirements. Each grant is assigned its own expenditure function.

**Budget Controls & Modifications:** The Business Manager, with input from Division Directors and Program Coordinators, is involved in the budget preparation. A preliminary budget is presented to the Board at their regular meeting in May. The budget hearing takes place during the board's annual meeting in July. The budget is adopted in August. The budget is constructed using the current budget; historical revenue and expenditure data; proposed salaries; and specific grant and contract budgets. Division directors submit grant and contract budgets to the business manager prior to presentation of the preliminary budget. Budget supplements are adopted when additional projects or grants are approved or awarded or when there are significant changes in funding. Division Directors and Program Coordinators are provided with a monthly financial report to use to compare budgeted amounts, obligations and actual expenditures. The monthly financial report to Division Directors is provided at the expenditure function level. Object level detail and line item detail may also be made available.

**Receivables:** Receivables are defined as amounts owed on open account from private persons, firms, corporations, organizations, or other governmental units for goods and services furnished by BHSSC. Receivables are only recorded on the balance sheet at the end of the fiscal year. Interim receivables reports are prepared for the Division Directors as part of the monthly financial report by division.

Receivables are maintained in the SUI Accounts Receivable program and Quickbooks. The Business Manager, Coding Clerk/Accounting Assistant, and Accounts receivable Clerk have access to the SUI program. The Business Manager, Coding Clerk/Account Assistant, Accounts Receivable Clerk, and division fiscal staffs have access to Quickbooks. Division fiscal staffs are responsible for division specific billings. The Coding Clerk/Account Assistant is responsible for the timely posting of payments into all of the receivables programs. Reports generated from the receivables programs are used to account for the receivables due but not paid on June 30.

**Payables:** Payables are liabilities on open accounts owed to private persons, firms, corporations, organizations, or other governmental units for goods and services received by BHSSC. Payables are only recorded on the balance sheet at the end of the fiscal year. Payables with an incurred date of June 30 or prior but not paid until the July board meeting are considered as payables and reported as such on the June 30 balance sheet. Any payable of a significant amount that may be received after the July board meeting may be considered a payable for balance sheet purpose and posted by journal entry to the June 30 balance sheet. The Accounts Payable Clerk is responsible for generating the payable report for the end of the fiscal year.

**Approvals:** The Board President, the Executive Director, or designee (Business Manager, Division Director, or Program Director) are responsible for executing contract and grant agreements. The Business Manager is responsible for presenting a list of contracts and grants to the Board for their approval.

**Documentation:** Payables are processed from a source document (invoice, receipts, voucher for payment, or executed contract). All payables are summarized on a voucher. The voucher includes the date of the payment, the check number, chart of account number, description, and amount. Once payment is approved by the Board, the voucher is signed by the Executive Director, Division Director, or Program Director. All new hires, raises and changes in wages, resignation, termination, and retirements are approved by the board. All new hires are required to complete a payroll enrollment packet and a criminal background check. Continued employment is contingent upon the results of the background check. The deposits are documented by a prenumbered receipt. The receipt includes the name of the payee, the amount to be deposited, the date of the deposit, and the form of payment (ACH, money order, cash, or check). Receipts are recorded in the accounting system. Documentation is kept at the Administration Office until such time as it can be destroyed per the Record Retention policy.

**Audits and Resolution:** BHSSC contracts for an annual financial and compliance audit. The audit is performed in accordance with generally accepted government auditing standards. The audit may be done by the Department of Legislative Audit (DLA) or by a private auditing firm authorized by the DLA to conduct the audit. The audit is to be completed no more than nine months after the end of the fiscal year, unless an extension is granted by the US Department of Education. Not less than ten days after the date of filing the audit reports, the DLA or the private auditing firm, whichever performed the audit, should request publication for two issues the official newspaper of BHSSC a brief statement of the fact that the audit was made, where the audit may be found on file for public inspection, and a brief recital of the substantial items of error, irregularity, or loss which were discovered, but with enough detail so that the public is informed of the important findings of the audit. The expense of the publication is paid at the legal rate by BHSSC. After evaluating the audit recommendations, the Business Manager, Executive Director and/or Division Director are responsible for preparing and seeing to the implementation of any corrective action plan. Questioned costs will be handled as negotiated by the granting agency or their designees.

**Small Purchase Process:** Purchase Orders should be used for all small purchases. The purchase order should be properly completed prior to the purchase. The authorized purchase order and corresponding original invoice or receipt must be submitted to the business office to ensure timely payment. Samples of properly executed Purchase Orders are available at locations where Purchase Orders are available. With supervisor approval, employees may make small purchases on behalf of BHSSC. The employee can request reimbursement for these purchases by submitting a Reimbursement/Travel Form to the Business Office. The Reimbursement/Travel Form is processed like other Payables. Employees are not exempt from sales tax so reimbursements should only be used when no other means of purchase are available.

**Draw downs and Cash Management:** At the end of each month, reports are prepared that summarize the expenditures for an award, to include the agencies approved indirect cost rate. Those monthly reports are reconciled to the Accounting System. The monthly reports are distributed to each program director/coordinator. Once the monthly report has been approved by the program director/coordinator the appropriate drawdown request is made. Unless requested to do so by the awarding agency, draw downs are made on the reimbursement bases.

**Bank Reconciliations:** Bank reconciliations for all cash accounts are completed monthly. The reconciliation for the general fund accounts (accounts payable and payroll) are prepared by the coding clerk and business manager because neither are involved in the writing of accounts payable or payroll checks. The coding clerk creates a batch of returned checks in the accounting system and completes a cleared check worksheet to verify that the batch balances with the returned checks on the bank statement. The business manager completes a reconciliation worksheet, verifies the information provided by the coding clerk in the batch of returned checks. When the verification has been completed the business manager closes the batch of returned checks. Bank reconciliations are cross-referenced with the cash and receipts logs and used to reconcile the monthly Financial Statements that is presented to the Board. Banks reconciliations for imprest accounts are completed by the business manager. All Bank Statements and Credit Card Statements are kept in the Business Office

**Program Income:** All program income, match, and in-kind contributions are recorded in the accounting system.

**Interest Income:** Interest income is reported as revenue but not program income. Interest is not program income because revenues are received after the expenses have been incurred.

**Compensation and Fringe Benefits:** Salaries and benefits are approved by the Board. At the annual board meeting in July, the Board approves all wages for the fiscal year. Those wages are published in the Minutes. The Board also approves the insurance benefits to be offered to eligible employees. Supervisors and division directors can present changes in wages to the Business Manager. Those changes to wages are presented to the Board as part of the monthly Personnel Report. The Board is responsible for approving all changes to wages during the year.

**Complaints/Grievances:** The employee should follow the Complaints/Grievance procedure in the Employee Handbook. The Employee Handbook and all revisions are approved by the Board.

**Cost Policies– Allowable Costs, Unallowable Costs, Direct Costs and Indirect Costs:** BHSSC's Cost Policies and Cost Allocation Plan (CAP) are included as part of the Indirect Cost Rate Proposal submitted to and approved by the US Department of Education. The Indirect Cost Rate determined by the US Department of Education is used as the ceiling for the indirect rate that can be charged. BHSSC is not eligible to use the 10 percent de minimis rate because they have a rate negotiated with US Department



of Education, BHSSC's cognizant agency. Certain costs are specifically identified as "unallowable" grant costs in accordance with 2 CFR 200 Subpart E – Cost Principles. Barring any other restrictions, cost not identified as "unallowable" are deemed to be allowable. Direct Costs are expenses that are specifically associated with a particular sponsored project that can be directly assigned to such activities relatively easily with a high degree of accuracy. Indirect Costs are expenses that cannot be identified specifically with a particular project or activity. They are expenses that benefit more than one activity. Rules for allowable costs on federal grants are prescribed in 2 CFR Part 220 in addition to the policies and regulations of the granting agency. In certain cases, the issue of whether a particular cost is allowable is a complex one. When in doubt, review the Guide to Allowable Costs. Expenses are chargeable to the grant only if they are:

- a. Reasonable & Necessary - A prudent person would have purchased this item and paid this price.
- b. Allocable – Expenses can be allocated to the activity based on benefit derived, cause and effect, or other equitable relationship
- c. Consistently Treated – Like expenses are treated the same in like circumstances with federal funds.
- d. Allowable – Allowable or not unallowable as specified by grantor regulations.

If an expense does not meet the above criteria, it is not eligible to be charge to a grant. There are also selected cost items that are specifically unallowable to federal grants or are only allowable under certain conditions. A list of specifically unallowable costs or items of increased scrutiny can be found in the Code of Federal Regulations Part 220 section J. See Appendix I for a list of typical unallowable costs.

**Staff Travel:** The Reimbursement/Travel Form for mileage, per diem, lodging, and other reimbursable expenses, will be maintained by each employee and then submitted to their supervisor for approval. The forms are then submitted to the Business Office to be processed for payment. Mileage to and from the employee's residence to the place of work is not an allowable reimbursement. Mileage and per diem rates are approved by the Board at the annual meeting in July. To be eligible for per diem, the employee's travel must include an overnight stay. BHSSC follows the State's schedule for departure and return time to calculate per diem. As a condition of payment, original itemized receipts for all other reimbursable expenses must be attached to the Reimbursement/Travel Form as a condition for payment. If original itemized receipts are not available, the employee must provide a justification for the absence of the original itemized receipt.

**Participant/Program Services:** Participant and Program Services are provided in accordance with the awarding agency's requirement.

**Purchasing/Procurement:** Capital expenditures are defined as major equipment items with a base cost of \$5,000 or more and useful life expectancy of one or more years. Grant funds are not used for capital expenditures unless the grant agreement allows capital expenditures and the budget includes a line item for capital expenditures. As a local unit of government, BHSSC is required to follow the public agency procurement laws of the State of South Dakota. The guide is located on the Department of Legislative Audit's website.

[http://legislativeaudit.sd.gov/General%20resources/general\\_resources\\_all.htm](http://legislativeaudit.sd.gov/General%20resources/general_resources_all.htm). Any expenditure of federal grant funds in excess of \$3,000 for the purchase of a single item should have quotes or pricing from three (3) suppliers if possible. Freight is excluded when determining the amount of an item. Reasonable diligence should be exercised to comparatively shop for available sources.

**Monitoring:** Sub recipient monitoring should be conducted in accordance with the awarding agency's requirements. All requests for reimbursement from a sub recipient will be verified for accuracy before being submitted for payment. Sub recipients that receive more than \$25,000 will be screened through the SAM for active exclusions or other appropriate databases.

**Incident Reporting:** BHSSC is responsible for reporting to the federal granting agency reported instances of suspected, potential, or actual fraud, program abuse or criminal conduct involving BHSSC, its employees, other entities or sub recipients receiving direct or indirect federal funds. BHSSC must immediately document allegation, suspicions and complaints involving possible fraud, program abuse and criminal misconduct using the guidelines provided by the federal granting agency. No action will be taken against any complainant for disclosing information concerning criminal or improper activities or making a valid complaint to proper authorities. Complainants may remain anonymous. If a complainant considers that his/her position will be compromised by reporting information through the IR system, he/she may send a report directly to the Office of the Inspector General (OIG) or Office of Financial and Administrative Management (OFAM) or by calling the OIG Hotline designated to receive and process allegations of fraud, waste and abuse of federally funded programs and operations.

**Property/Equipment Management:** Capital assets (\$5,000 or greater) are tracked in the Fixed Asset Inventory module of UAS. Program inventory, if required by the awarding agency, is tracked by the Program Director or designee. Technology equipment valued between \$1,000 and \$5,000 is inventoried by the Network Administrator. When capital assets, program inventory, or technology equipment is damaged, destroyed, or becomes obsolete, it is recommended to the Board that it be declared as surplus. After being declared surplus by the Board, the surplus inventory is properly disposed of.

**Record Retention:** Records are kept in accordance with the South Dakota Local Schools Retention Manual. The Business Manager presented a list of records that are eligible for destruction to the Board annually. BHSSC is required by administrative rule to give the State Archivist 30 days' notice before destroying the following types of records: "records more than 50 years old; records required by the Records Destruction Board to be kept 50 years or longer; annual reports, maps, minutes, and photographs. After the State Archivist determines that the records no historical value, the records are destroyed.

**Match and Leveraged Resources:** Grant match will be documented in the Accounting System. Source documentation will be provided to the business office. The match will be entered into the accounting system by a journal entry for the appropriate fiscal year.

**Reporting:** Grant or project reports are prepared in accordance with the governing agencies guideline. Financial reports are prepared according to school accounting as dictated by the auditor general.

**Internal Controls, Segregation of Duties:** Every effort is made to segregate the duties of all fiscal functions within BHSSC Business Office and each Division. It is the responsibility of Division Directors and Program Directors to identify and evaluate the exposures to loss relating to their particular division or program and take the necessary action to mitigate those losses. It is the responsibility of the Business Manager to identify and evaluate the exposure to loss relating to the fiscal functions of BHSSC.

TITLE:	Board	Executive Director	Business Manager	Coding Clerk	A/R Clerk	A/P Clerk	Payroll Clerk	Adm Assts	Director/Coordinator	Other	Not Applicable or * Note
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**ACTIVITY:**

**Accounts Receivable**

Access to Cash*											X
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\*Payments received are typically in the form of check, credit card, or ACH

Generate A/R Invoices			X		X			X		X	
Generate Contract/Grant Invoices					X				X	X	
Update A/R Records				X	X				X	X	
Approve Write-Offs/Adjustments			X						X		
Certify Grant Reports			X		X				X		

Post Receipts in A/R Program			X	X							
------------------------------	--	--	---	---	--	--	--	--	--	--	--

**Revenue**

Open Mail/Receive Cash/checks				X				X			
Check Bank Accounts on line for ACH payments			X			X					
Write Receipts						X		X			
Codes Receipts				X							
Enter Receipt Batches into Accounting System			X								
Verify Receipt Batches for Accuracy				X				X			
Post Receipts			X								
Prepare Bank Deposits						X		X		X	
Reconcile Receipts/Bank Deposits			X								
Review A/R Aging			X	X	X						
Void A/R Invoices &/or Create Credit Memos			X		X			X		X	

**TITLE:**

Board	Executive Director	Business Manager	Coding Clerk	A/R Clerk	A/P Clerk	Payroll Clerk	Adm Assts	Director/Coordinator	Other	Not Applicable or * Note
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**Accounts Payable**

Approve/Authorize PO/Purchases/Invoices*		X	X					X	X	
--	--	---	---	--	--	--	--	---	---	--

\*Division Director Designees can authorize POs

Issue/Write/Print checks					X					
Reconcile PO to Invoice			X		X					
Code Approved Invoice for Payment			X	X			X		X	
Enter Invoice Batches into Accounting System					X					
Verify Invoice Batches for Accuracy							X			
Generates Invoice Import Batches			X						X	
Import Batches			X	X						
Verify Imported Invoice Batches for Accuracy					X					
Approve A/P Disbursements	X									
Sign AP Checks/Electronic Signature					X					
Approves A/P Direct Deposit File Transfer			X			X				
Custodian of Electronic Signature File			X							
Custodian of A/P and PR Blank Checks										X

\*No check stock/software prints check on stock paper

Post Disbursements					X					
Verify Posted Disbursements	X	X	X					X		
Reconciles A/P Bank Statement			X	X						

**Credit Card**

Credit Card Holder			X					X	X	
Credit Card User*										X

\*Directors or Business Manager can approves Credit Card Use and Authorization

Reconcile Credit Card Statement to CUA			X							
Processes Payment of Credit Card					X					

TITLE:	Board	Executive Director	Business Manager	Coding Clerk	A/R Clerk	A/P Clerk	Payroll Clerk	Adm Assts	Director/Coordinator	Other	Not Applicable or * Note
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**Payroll**

Approved Time Cards/Timesheets*		X	X						X	X	
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\*Supervisors approve Time Cards/Timesheets

Prepare Payroll Checks							X				
Personnel Record-Keeping							X		X		
Payroll Processing							X				
Payroll Batch Approval			X			X				X	
Sign PR Checks/Electronic Signature							X				
Distribute Checks/Direct Deposit Stubs*							X	X		X	

\*Direct Deposit stubs are sent via email

Approves PR Direct Deposit File Transfer			X			X					
Recommend Wages		X							X	X	
Submit Wages for Approval			X								
Approves Payroll Wages/Adjustments	X										
Reconciles PR Bank Statement			X	X							

**General Ledger**

Initiates Request for Journal Entries		X	X	X	X	X	X		X		
Enters Journal Entries into Accounting System			X								
Verify Journal Entries into Accounting System				X		X					
Post Journal Entries into Accounting System				X		X					
Prepares Financial Report			X	X							
Approves Financial Report	X										
Maintains General Ledger			X	X		X	X				

**Imprest Accounts**

Custodian of Imprest Checking Accounts							X	X	X		
Signs Imprest Checks - Manual							X	X	X		
Prepare Replenishment Requests			X								
Issues Check to Replenish Account						X					
Reconcile Imprest Bank Statements			X								

**Policies and Procedures for the Board:** The Board is guided by the School Board Handbook, a publication of the Association of School Boards of South Dakota. <http://asbsd.org/wp-content/uploads/2015/09/2015-16-School-Board-Handbook-for-website.pdf>

**Conflict of Interest:** No school district officer or employee shall be interested in the sale, proceeds or profits of any book, apparatus or furniture used or to be used in any school of this state in which the officer serves or the employee is employed (SDCL 13-20-2.1) unless the sale is exempt as provided in § 6-1-2 or the purchase is made at public auction. It is the duty of the interested person (board member or employee) to report any actual or perceived possible conflict of interest. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest.

## APPENDIX I

Typically, unallowable costs include:

1. Advertising-including radio, television, exhibits, promotional items, production of internal newsletters and magazines. Advertising costs for patient recruitment and fellowship and training programs are allowable.
2. Alcoholic beverages
3. Graduation ceremonies and other commencement expenses
4. Bad debt expense
5. Internal allocation of interest
6. Fund raising
7. Fines and penalties
8. Costs of professional investment advice
9. Costs of faculty or administrative housing
10. Personal use of institutional automobiles or other property and services
11. Club and civic and community memberships
12. Alumni activities
13. Lobbying
14. Public relations
15. Medical malpractice insurance
16. Meals and travel associated with lobbying, fund raising, alumni activities
17. Entertainment for holidays, retirements and other costs for recruiting, entertaining, and tickets to events
18. Student activities
19. Unrecovered costs (losses) of service centers
20. Costs for prosecuting claims against the federal government
21. Overdrafts on restricted funds
22. Contributions and donations
23. Passports

**North Central Special Education Cooperative  
AGREEMENT  
School Year 2016-2017**

This agreement entered into according to the provisions of **SDCL 13-5-31** between LEA, Groton Area School District #06-6, Brown County, South Dakota, herein referred to as the party of the first part and the following designated school districts listed below herein referred to as the party of the second part.

- 1. Doland School District #56-2
- 2. Frederick Area School District #06-2
- 3. Hitchcock-Tulare #56-6
- 4. Langford Area School District #45-5
- 5. Leola School District #44-2
- 6. Northwestern Area School District #56-7
- 7. Warner School District #06-5

**THE PROVISIONS OF THE AGREEMENT ARE AS FOLLOWS:**

- 1. The period of time covered by this agreement shall be for a period of one year - **July 1, 2016 to June 30, 2017**(See Appendix B). This agreement may be extended a year at a time by mutual agreement. This extension may be done by addendum (See Appendix C).
- 2. A Governing Board of the North Central Special Education Cooperative shall meet quarterly, and more often if necessary, and shall be composed of a school board member of each member district. In voting, each member school district board member shall be entitled to one vote. A majority of the voting members shall constitute a quorum or the transaction of business by this board. Any motion or resolution may be adopted only by a majority vote of all members unless otherwise specified herein.
- 3. The term of office for members of the Governing Board of the North Central Special Education Cooperative shall be one year. It shall terminate on June 30<sup>th</sup> or as soon as their successor has been appointed and qualified. Voting members must be a school board member of a member school district. Vacancies on the Governing Board shall be filled by the school board who made the original appointment. The Governing Board shall be chaired by the board member of the LEA of the party of the first part. A Vice-chairperson



and other such officers or agents as deemed necessary may be selected by the Governing Board from its members.

4. The Governing Board of the North Central Special Education Cooperative shall be responsible for the administration and program development of the special education programs approved and agreed to by the Governing Board (See Appendix D and Appendix E).
5. An Advisory Board shall consist of the superintendents/CEOs or designee for each member school district. The Advisory Board shall make administrative recommendations to the Governing Board concerning the employment of personnel, budgets, policy and other concerns deemed necessary.

The Superintendent from the LEA of the first part, Groton School District, will be the president of the Advisory Board. The Advisory Board of Superintendents will elect a record keeper that shall keep accurate minutes of all meetings and shall provide copies of such minutes to the Governing Board.

A simple majority of the Advisory Board must be present to constitute a quorum for conducting business. Each member school district will have one (1) vote with a majority vote of the membership required for the passage of a recommendation to the Governing Board.

6. Sites have been established for preschool services for children with disabilities. Currently, these sites are Groton and Aberdeen's preschool program. The North Central Special Education Cooperative provides a certified staff member at the Groton site and contracts with the Aberdeen School District #6-1 for services in Aberdeen. In addition, the North Central Special Education Cooperative will work in cooperation with area Head Start Programs to provide educational settings for children with disabilities and, when needed, contract with private preschool programs to ensure children's educational needs are met. North Central Special Education Cooperative will ensure preschool children who are determined eligible for special education services are afforded equal opportunity to services.

Auxiliary/support staff is the responsibility of the individual districts that have students who are receiving the services.

7. The hiring of the Director of the North Central Special Education Cooperative will be by the Governing Board of the North Central Special Education Cooperative unless otherwise specified by the Governing Board. Subordinates of the Director shall be hired by the Director, subject to final approval of the Governing Board.
8. Salary for the Director of the North Central Special Education Cooperative will be determined by the Governing Board.
9. Provisions for evaluation, grievance procedures and other hiring and termination procedures will be established by the Governing Board of the North Central Special Education Cooperative. Any policies or procedures not established by the North Central Special Education Cooperative Governing Board and necessary by law or State Board Rule will be the same as adopted by the Board of Education of the party of the first part.
10. The party of the first part shall be the fiscal agent for the North Central Special Education Cooperative and shall assume the following responsibility on behalf of the member districts:
  - a. receipt for and disburse all monies
  - b. preparation and maintenance of budget and financial reports
  - c. prepare an annual report
11. The party of the first part shall be paid for administrative costs as fiscal agent from monies available to the Governing Board of the North Central Special Education Cooperative.
12. Any school wishing to participate in the North Central Special Education Cooperative's services, which is not a member, will be charged a service fee to be determined by the Governing Board of the North Central Special Education Cooperative, if the Governing Board authorizes the selling of services.
13. Any other district not a party to this agreement is eligible for membership in the North Central Special Education Cooperative. Such approval requires a 2/3 majority vote of the Governing Board of the North Central Special Education Cooperative following adoption of a resolution by the school board of the district requesting participation. Written membership application must be submitted to the North Central Special Education Cooperative Governing Board.

- The newly admitted school district will be assessed an admittance fee. The fee will be determined by adding the total general expenditures of the NCSEC as of June 30 of the prior year of the date of application for participation. The sum will be divided by the current PK-12 student enrollment of the existing cooperative members to determine the per student cost. The per student cost will be multiplied by the PK-12 Enrollment of the newly admitted school district as identified on the South Dakota Department of Education's Fall Census Enrollment Report.
  - If a current NCSEC member district completes a reorganization process with a district that is not a member of the cooperative, the new district shall be assessed an admittance fee. The admittance fee will be determined based on the formula listed herein using the number of students enrolled on a PK-12 basis from the nonmember district's Fall Census Enrollment Report from the South Dakota Department of Education.
14. Any North Central Special Education Cooperative member may terminate its membership at the conclusion of any school year unless an earlier effective date is approved by the Governing Board of the North Central Special Education Cooperative. Notification of withdrawal must be made in writing to the party of the first part prior to February 1 of the last year of membership. Such withdrawal shall terminate any vested interests such district may have under this agreement, but shall not relieve the withdrawing district of liability of the obligations incurred by the Governing Board during the withdrawing district's participation.
  15. Agreement to participate, seek membership, or terminate membership in the North Central Special Education Cooperative described herein must be approved by a majority of the members of each school board seeking such action. Concerns as to membership are subject to hearing procedures outlined in the State Administrative Procedures Handbook.
  16. The travel costs of the members of the of the Governing Board of the North Central Special Education Cooperative shall be borne by and be the responsibility of each school district, unless other monies are made available to the Governing Board for repayment of such costs.
  17. The North Central Special Education Cooperative shall be funded by member schools in the following manner: Federal Public Law 94-142 and 99-457 payments received as a result of participating in these programs shall be paid directly into the cooperative account, when Federal monies are not paid directly to the cooperative, party of the first part will receive amounts from individual schools. Thereafter, each member will appropriate such monies necessary to meet expenditures based on a prorated amount according to the previous Fall Census Enrollment (<http://doe.sd.gov/ofm/enrollemnt.aspx>) as reported to South

Dakota Department of Education, Pierre. State Aid for special education received as a result of participation in this cooperative shall be paid directly to the individual school districts.

18. Assessments to the Individual Districts shall be shared as follows: The local assessment to be figured: each member school paying **\$10,000** (fixed cost/flat grant) cost and the remaining Local Assessment to be on a prorated basis according to the previous year's school census of grades PK through 12. School District shares of Assessment are due .5 (50%) prior to September 15<sup>th</sup> and .5 (50%) prior to February 15<sup>th</sup> of each school year. The Governing Board of the North Central Special Education Cooperative may, by a 2/3 majority vote, reduce shares and/or adjust payment schedule as allocated during each school year.
19. The North Central Special Education Cooperative may dissolve upon approval of 2/3 of the Governing Board of the North Central Special Education Cooperative. Any fixed and current assets, excluding cash owned by the Cooperative, will be disbursed after all liabilities have been paid. Disbursement of fixed assets shall be at the direction of the Governing Board and shall be determined by a majority vote of the Governing Board. Distribution of cash assets shall be based on a prorated basis of the previous September General Student Count as reported to Department of Education, Pierre.
20. In the event of total dissolution of the North Central Special Education Cooperative, the unemployment account shall be held in escrow by the party of the first part.
21. In the event of total dissolution of the North Central Special Education Cooperative, all student records maintained by the cooperative shall be returned to the individual schools. Employee records shall be maintained by the party of the first part.

## Appendix A

It is further agreed that Ipswich School District #22-6, though not a voting member of the North Central Special Education Cooperative, will be able to receive psychological services and access to special education forms. Ipswich School District #22-6 will pay North Central Special Education Cooperative for these services.

Appendix B

Groton Area School District #06-6  
PARTY OF THE FIRST PART

North Central Special Education Cooperative #06-201  
PARTY OF THE SECOND PART

\_\_\_\_\_  
BOARD CHAIRPERSON

\_\_\_\_\_  
BOARD CHAIRPERSON

Attest: \_\_\_\_\_  
BUSINESS MANAGER

Attest: \_\_\_\_\_  
BUSINESS MANAGER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Appendix C

We, the undersigned schools, will participate in the North Central Special Education Cooperative, LEA, Groton Area School District #06-6, for the 2016-2017 school year.

---

Board Member  
Doland School District 56-2  
Doland, South Dakota 57436

Date

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Board Member  
Frederick Area School District 6-2  
Frederick, South Dakota 57441

Date

---

Board Member  
Groton Area School District 6-6  
Groton, South Dakota 57445

Date

---

Board Member  
Hitchcock Tulare School District 56-6  
Tulare, SD 57476

Date

---

Board Member  
Langford Area School District #45-5  
Langford, SD 57454

Date

---

Board Member  
Leola School District #44-2  
Leola, South Dakota 57456

Date

---

Board Member  
Northwestern Area School District 56-7  
Mellette, South Dakota 57461

Date

---

Board Member  
Warner School District 6-5  
Warner, South Dakota 57479

Date

## Appendix D

Certified services provided by the cooperative shall include:

- Speech/Language Services
- Hearing Screening
- Psychological Services
- Early Childhood Evaluation and Services
- Preschool screening
- Special education technical assistance (i.e. phone calls, e-mails, and in-services)



## Appendix E

Services not provided by the North Central Special Education Cooperative staff shall be the responsibility of the individual school districts.

Transportation costs for students shall be the responsibility of the individual school districts.

## North Central Services Provided to Member Schools 2014-15

School	Speech/Language Services	Early Childhood SpEd	School Psychological Services	Hearing Screening	Preschool Screening	Special Education Technical Assistance	Professional Development	Parent Rights Brochures
	Days/Week	Days/Week	Evals Completed	Provided By:	Provided By:	Provided By:	Provided By:	Received
Doland	2.5	.5	10	SLP	10-17-14 and 04-17-15 SLP, Early Childhood SpEd	School Psych, Director, Assistant	IEP Process 08-11-14 CPI – 01-30 & 02-06-15 School Psychs, Director	X
Frederick	2.5	1.5	19	SLP	03-18-15 SLP, Early Childhood SpEd	School Psych, Director, Assistant	IEP Process 08-11-14 School Psychs, Director	X
Groton	7 1 therapist – 5 1 therapist – 2	5	37	SLP	03-02-15, 03-03-15, 03-04-15, 03-05-15, and 03-06-15 SLP, Early Childhood SpEd	School Psych, Director, Assistant	IEP Process 08-11-14 School Psychs, Director	X
Hitchcock Tulare	2.5	.5	15	SLP	11-07-14 and 03-27-15 SLP, Early Childhood SpEd	School Psych, Director, Assistant	IEP Process 08-11-14 School Psychs, Director	X
Langford	3	1	11	SLP	03-26-15 and 03-27-16 SLP, Early Childhood SpEd	School Psych, Director, Assistant	IEP Process 08-11-14 School Psychs, Director	X
Leola	2.5	1.5	7	SLP	04-15-15 SLP, Early Childhood SpEd	School Psych, Director, Assistant	IEP Process 08-11-14 School Psychs, Director	X
Northwestern	2.5	1.5	13	SLP	03-16-15 SLP, Early Childhood SpEd	School Psych, Director, Assistant	IEP Process 08-11-14 School Psychs, Director	X
Warner	2.5	2	13	SLP	03-26-15 and 03-27-15 SLP, Early Childhood SpEd	School Psych, Director, Assistant	IEP Process 08-11-14 School Psychs, Director	X

- **B-3 Services** – Services to children under the category Prolonged Assistance provided by NCSEC. Services to children under the category Part C were provided to five out of eight member school districts.
- **Autism Team** – Services provided to four out of the eight member school districts, based on district referrals.
- **CPI Training** – Provided to NCSEC Staff 12-04-15 and 12-05-15

**North Central 2014-15 Expense Allocation (non-IDEA)**

School	13 Fall Enrollment	Percentage	Fixed Cost	Local Share	Total Share	CEIS Reimbursement	Grand Total
Doland	166	7.60%	<b>\$6,000.00</b>	<b>\$5,852.00</b>	\$11,852.00	<b>\$-</b>	\$11,852.00
Frederick	174	8.10%	<b>\$6,000.00</b>	<b>\$6,237.00</b>	\$12,237.00	<b>\$6,330.30</b>	\$18,567.30
Groton	606	27.70%	<b>\$6,000.00</b>	<b>\$21,329.00</b>	\$27,329.00	<b>\$20,276.25</b>	\$47,605.25
Hitchcock Tulare	206	9.40%	<b>\$6,000.00</b>	<b>\$7,238.00</b>	\$13,238.00	<b>\$-</b>	\$13,238.00
Langford	226	10.30%	<b>\$6,000.00</b>	<b>\$7,931.00</b>	\$13,931.00	<b>\$-</b>	\$13,931.00
Leola	212	9.70%	<b>\$6,000.00</b>	<b>\$7,469.00</b>	\$13,469.00	<b>\$-</b>	\$13,469.00
Northwestern	278	12.70%	<b>\$6,000.00</b>	<b>\$9,779.00</b>	\$15,779.00	<b>\$-</b>	\$15,779.00
Warner	317	14.50%	<b>\$6,000.00</b>	<b>\$11,165.00</b>	\$17,165.00	<b>\$-</b>	\$17,165.00
<b>Total</b>	<b>2185</b>	<b>100.00%</b>	<b>\$48,000.00</b>	<b>\$77,000.00</b>	<b>\$125,000.00</b>	<b>\$26,606.55</b>	\$151,606.55

### SEMI-ANNUAL CERTIFICATION

Name of Organization: North Central Special Education Cooperative

Employee's Name: Time Period: August 15, 2014 through January 2, 2015

Cost Objective	Distribution of Time
<b>Total</b>	

I certify that, to the best of my knowledge, this is an **after-the-fact** determination of my actual activities for this time period.

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

AGREEMENT ESTABLISHING  
SOUTH CENTRAL COOPERATIVE

THIS AGREEMENT is made as of this ninth day of July, 1990, among the school districts which have executed this agreement (the "Members") pursuant to the resolution of the board of education of each school district authorizing such execution.

WITNESSETH

ARTICLE 1

CREATION, NAME, PURPOSES AND POWERS

- 1.1 There is hereby created and established as a legal entity, a cooperative educational service unit as authorized by current state laws to exercise the powers, privileges and authority of the members as herein provided.
- 1.2 The name of the cooperative educational service unit created and established by this agreement shall be the SOUTH CENTRAL COOPERATIVE (the "Cooperative").
- 1.3 The purpose of the Cooperative shall be to assist and provide member school districts with one or more educational services.
- 1.4 The Cooperative will exercise the powers granted to it by its members under this agreement and under the laws of the state of South Dakota.

## ARTICLE 2

## MEMBERS

- 2.1 The school districts which have approved this agreement and are members of the Cooperative are as follows:

Andes Central School District 11-1	Lake Andes, SD 57356
Avon School District 4-1	Avon, SD 57315
Bon Homme School District 4-2	Tyndall, SD 57066
Bonesteel/Fairfax School District 26-5	Bonesteel, SD 57317
Delmont School District 21-3	Delmont, SD 57330
Geddes Community School District 11-2	Geddes, SD 57342
Menno School District 33-2	Menno, SD 57045
Scotland School District 4-3	Scotland, SD 57059
Tripp School District 33-4	Tripp, SD 57376
Wagner Community School District 11-4	Wagner, SD 57380

- 2.2 Any school district which desires to join the Cooperative subsequent to the date of this agreement shall indicate its desire by depositing with the president of the Board of Directors of the Cooperative a supplement to this agreement executed by such school district and a resolution of the board of education of such school district authorizing such execution in a form satisfactory to the Cooperative and in conformity with the applicable laws of the state of South Dakota. A school district shall become a member of the Cooperative upon approval of its executed supplement by a two-thirds (2/3) majority vote of the boards of education of the members of the Cooperative.
- 2.3 Date for Admittance--Any school district who desires membership in the Cooperative shall submit a school board resolution of application prior to February 1. Upon approval of a two-thirds (2/3) majority vote of the boards of education within the Cooperative, admittance will become effective July 1.
- 2.4 The Board of Directors of the Cooperative shall set an entrance fee to be paid by any school district desiring to join the Cooperative, prior to the submission of the proposed membership supplement to this agreement. Said fee shall be paid during the month of July in which such membership becomes effective.
- 2.5 Services Provided--With the adoption of the annual budget, the Board of Directors shall determine the services provided to all member school districts. In addition, the Advisory Board of Superintendents shall have the authority to establish services within the Trust and Agency Account. These services shall be the financial responsibility of the member school districts participating. Non-member school districts seeking participation in shared services provided in the Trust and Agency Account must receive prior approval from the Advisory Board of Superintendents.

## ARTICLE 3

## ORGANIZATION, REPRESENTATION AND OFFICERS

3.1 The Cooperative shall be governed by a Board of Directors consisting of the same number of persons as there are members of the Cooperative. Each member school shall appoint one of their school board members to serve on the Board of Directors of the Cooperative. Each member school's superintendent shall act as an advisor to the Cooperative. Directors of the Cooperative board shall hold office for a term of one year or until a successor has been appointed and qualified.

## BOARD OF DIRECTORS:

3.2 The Board of Directors shall elect a president and vice president from its membership and such other officers or agent deemed necessary, who may be directors.

3.3 The term of office for the president and vice president of the Board of Directors shall be for one (1) year.

3.4 The president of the Board of Directors may call special meetings as necessary. Except in emergency situations, notification will be made at least one (1) week in advance.

3.5 A simple majority of the members of the Board of Directors will constitute a quorum for conducting business. Each director will have one (1) vote with a simple majority of the Board of Directors required for conducting business. Amendments to the Cooperative Agreement require a two-thirds (2/3) majority vote.

3.6 The Board of Directors shall keep accurate minutes of all meetings and shall provide copies of such minutes to each member within ten (10) days of such meetings. The Cooperative shall have the minutes published. The Board of Directors shall designate the newspaper or papers for publication.

3.7 In the event of a vacancy on the Board of Directors, the school board of the member vacancy shall appoint a successor from its board to fill the vacancy of the unexpired term.

3.8 The Board of Directors will meet as provided by law under SDCL 13-8-10, and in no event will meet less than four times per year.

3.9 The Board of Directors may appoint one (1) of the member school districts' business managers to serve as the fiscal agent for the Cooperative. This is to be done at the annual meeting.

- 3.10 The Board of Directors shall meet to approve the employment of personnel, establish board policy, adopt a budget, approve board minutes, approve financial reports and claims, and conduct any other business deemed necessary for the successful operation of the Cooperative.
- 3.11 The Board of Directors may establish an incidental account in an amount determined by the board by setting aside on an imprest basis money from the general fund. Such incidental account shall be kept and used by the officer designated by the board for advanced payment of claims requiring immediate payment, not to exceed an amount established by the board. A detailed account of the expenditures from the incidental account shall be presented at regular intervals not to exceed one (1) month with verified vouchers, itemized and supported by receipt bills or other information as general evidence of payments, which shall be subject to audit. All expenditures from this account shall be listed with other bills in the regular Cooperative proceedings.
- 3.12 The Board of Directors may adopt by-laws for the Cooperative and amend the provisions of the agreement according to the amendment procedures in Article 4.

#### ADVISORY BOARD OF SUPERINTENDENTS:

- 3.13 The Advisory Board shall consist of the superintendents for each member school district.
- 3.14 The Advisory Board of Superintendents shall elect from its membership a president and vice president for conducting meetings.
- 3.15 The term of office for the president and vice president of the Advisory Board shall be for one (1) year.
- 3.16 The Advisory Board will meet monthly, with times and dates to be determined at the annual meeting.
- 3.17 The president of the Advisory Board may call special meetings as necessary. Except in emergency situations, notification will be made at least one (1) week in advance.
- 3.18 A simple majority of the Advisory Board must be present to constitute a quorum for conducting business. Each superintendent will have one (1) vote with a majority vote of the membership required for the passage of a recommendation to the Board of Directors.
- 3.19 The Advisory Board of Superintendents shall supervise the operation of the Cooperative according to the policies and procedures adopted by the Board of Directors.



- 3.20 The Advisory Board shall keep accurate minutes of all meetings and shall provide copies of such minutes to each member within ten (10) days of such meeting. Each member shall have their respective board of education acknowledge receipt of such minutes at their regular board meeting and provide copies for public inspection.
- 3.21 The Advisory Board shall make administrative recommendations to the Board of Directors concerning the employment of personnel, budgets, policy and other concerns deemed necessary.

#### ARTICLE 4

##### AMENDMENTS

- 4.1 This agreement may be amended at any regular or special meeting by a two-thirds (2/3) membership vote of the Board of Directors, provided written notice has been submitted to the president not less than fourteen (14) days prior to the meeting and the president has forwarded the proposed amendment to all member districts not less than seven (7) days before the meeting.
- 4.2 Proposed amendments may themselves be amended by a majority vote of the Board of Directors at the meeting, provided such amendments do not alter the intent of the proposed amendment as originally submitted.
- 4.3 Amendments shall become effective upon approval of the member districts subject to 4.4 of this article, unless the amendment stipulates a later date that is to become effective.
- 4.4 Prior to being effective, the Board of Directors shall submit to the state superintendent all amendments for approval and incorporation into the agreement.

#### ARTICLE 5

##### FINANCING

- 5.1 The Cooperative shall have no power to levy taxes, and shall be financed by the members. The members shall initially pay to the Cooperative their respective individual shares of monies provided under Public Law 94-142 and Public Law 99-457 and their respective shares of grant monies provided by the state of South Dakota. Thereafter, the members will appropriate such monies as the Cooperative Board of Directors deem necessary in the adoption of the annual budget.
- 5.2 All funds delivered to the Cooperative shall be expended in accordance with the budget adopted by the Board of Directors.

- 5.3 The Cooperative will provide each member with a report of its financial conditions on a monthly basis.
- 5.4 The Cooperative will provide a proposed budget to each member not later than the February board meeting. The budget shall set forth the anticipated expenditures and revenues for the succeeding school year, together with estimated funds each member will be required to appropriate to the Cooperative.
- 5.5 All grants applied for must be approved by the Advisory Board prior to being submitted. After the grant application has been applied for and the Cooperative has received notification from the requesting agency, the Board of Directors will make the final determination of approval prior to implementation.
- 5.6 Any school wishing to participate in the Cooperative services, which is not a member, will be charged a tuition/service fee to be determined by the Board of Directors based on the projected/actual student cost.

## ARTICLE 6

### WITHDRAWAL AND DISSOLUTION

- 6.1 Any member school may withdraw from the Cooperative by action of its board of education. Notification for withdrawal shall be made prior to February 15th of the current school term. Withdrawal shall become effective at the end of the school fiscal year in which notice of such withdrawal is given. Any district withdrawal shall lose any vested rights in any assets held by the Cooperative and shall no longer be considered a member of the Cooperative.
- 6.2 Any member wishing to withdraw shall deliver to the president of the Cooperative board a resolution from its board of education authorizing withdrawal from the Cooperative. Notification shall be in compliance with provisions of Article 6.1.
- 6.3 The Cooperative may be dissolved by a two-thirds (2/3) vote of the Board of Directors. In the event that dissolution is determined, the president of the Board of Directors will instruct the directors to take action to dissolve the Cooperative at the end of the school fiscal year during which such resolutions are adopted. The resolution to dissolve the Cooperative shall be made prior to the first Monday in March of the current school term.

6.4 In the event of dissolution as provided in Article 6.3, the Board of Directors shall terminate the affairs of the Cooperative promptly following the end of the school fiscal year. All property owned by the Cooperative shall be disposed of by the Board of Directors in accordance with current state law and upon settlement of all obligations, "including long-term debts" of the Cooperative. All funds or property remaining in account shall be distributed to the members in the same proportion that each member's total financial contribution to the Cooperative has to the total sums received by the Cooperative during its existence except as provided in section 6.1.

6.5 The Board of Directors shall forward all student records to the appropriate school in which each child has enrolled. Employee records and other pertinent records will be administered in accordance with the provisions of the laws of the state of South Dakota.

## ARTICLE 7

### DISPUTE RESOLUTION

7.1 In the event of a dispute under this agreement the following procedures shall be followed:

7.2 Level One -- The dispute shall be filed in writing to the president of the Advisory Board of Superintendents. Within fifteen (15) days from the filing of the dispute, the president of the Advisory Board shall call for a meeting of the Advisory Board for consideration of the dispute. All parties involved in the dispute shall have the opportunity to present their testimony to the Advisory Board of Superintendents for the purpose of resolving the dispute. The Advisory Board of Superintendents shall within five (5) days after this meeting render its recommendation in writing to the party or parties involved in the dispute.

7.3 Level Two -- If the dispute is not satisfactorily resolved at Level One, the party or parties involved in the dispute may resubmit the dispute to the president of the Board of Directors. Within fifteen (15) days from the filing of the dispute, the president of the Board of Directors shall call for a meeting of the Board of Directors for consideration of the dispute. All parties involved in the dispute shall have the opportunity to present their testimony to the Board of Directors for the purpose of resolving the dispute. The Board of Directors shall within five (5) days after this meeting render a decision in writing to the party or parties involved in the dispute.

7.4 If the dispute is not satisfactorily resolved at Level Two, the party or parties involved in the dispute may within ten (10) days after receipt of the written decision at Level Two resubmit the dispute to the state superintendent who will conduct a hearing according to current state law and render a decision that shall be binding upon all members.

Approved 11/15/99

## SOUTH CENTRAL COOPERATIVE BY-LAWS CHANGE

### ADVISORY BOARD ~~OF SUPERINTENDENTS~~

- 3.13 The Advisory Board shall consist of the ~~superintendent~~ superintendent/CEO or designee for each member district.
- 3.18 A simple majority of the Advisory Board must be present to constitute a quorum for conducting business. Each ~~superintendent~~ member school district will have one (1) vote with a majority of the membership required for the passage of a recommendation to the Board of Directors.

South Central Services Provided (hours/week), 2014-15						
School District	Early Childhood Teachers	Speech Therapy	Occupational Therapy	Physical Therapy	School Psychology	Early Childhood Paras
Andes Central	3	31.5	6	7	16	0
Avon	11.25	11.25	2	2.5	8	23
Bon Homme	16	48	6.25	4.5	16	23
Menno	4	8	4.25*	3	8*	3
Scotland	12	30.5	4.25*	2	8*	11
South Central	12.5*	14	2	3.5	8	0
Tripp-Delmont	8	17	4.75	2	8*	12
Wagner/Marty	88	124.5	16.5	11.5	32	82
<b>Totals:</b>	154.75	284.75	46	36	104	154

\*Contracted Services

**SOUTH CENTRAL COOPERATIVE  
2014-2015 Budget  
District Costs**

Base SpEd Cost: \$17,000 (Included in District Sp.Ed. Cost)  
 Special Ed. Fund: \$564,000  
 General Fund: \$14,000  
 Gen. Fund Rate: \$4.73 per student  
 Total Assessment: \$578,000

School District	SPECIAL EDUCATION COSTS		GENERAL EDUCATION COSTS			TOTAL COST TO DISTRICT			%	Chng
	11-12 ADM	12-13 ADM	2013-14	2014-15	Difference	2013-14	2014-15	Difference		
Andes Central	390	346	70,506	67,063	-3,443	1,056	1,637	581	-2,862	-4.0%
Avon	276	273	53,989	56,501	2,512	747	1,292	545	3,057	5.6%
Bon Homme	543	575	92,674	100,198	7,524	1,471	2,721	1,250	8,774	9.3%
Menno	282	285	54,859	58,237	3,378	764	1,349	585	3,963	7.1%
Scotland	279	271	54,424	56,212	1,788	756	1,283	527	2,315	4.2%
So. Central Sch.	132	125	33,125	35,087	1,962	357	592	235	2,197	6.6%
Tripp-Delmont	180	188	40,080	44,202	4,122	487	890	403	4,525	11.2%
Wagner	872	895	140,343	146,500	6,157	2,362	4,236	1,874	8,031	5.6%
<b>Totals</b>	<b>2,954</b>	<b>2,958</b>	<b>\$540,000</b>	<b>\$564,000</b>	<b>\$24,000</b>	<b>\$8,000</b>	<b>\$14,000</b>	<b>\$6,000</b>	<b>\$30,000</b>	<b>5.5%</b>

Special Education Fund Cost & Fee  
 Total SpEd Fund Assessment \$564,000  
 Less Base Cost of 8 Districts \$136,000  
 \$428,000  
 Divide by the total ADM 2958  
 Equals SpEd Per Pupil Rate 144.69  
 (SpEd Per Pupil Rate \* the District's ADM) + District's Base Cost = the SpEd Cost

General Fund Cost & Fee  
 Total General Fund Assessment \$14,000  
 Divide by Total ADM 2958  
 Equals per student rate 4.73  
 General Fund Per Pupil Rate \* the District's ADM = General Fund Cost

## South Central Cooperative

### AH Conflict of Interest

This policy prohibits Center Board members, the cooperative fiscal agent, and cooperative administrators from having an interest in a contract, or receiving a direct benefit from a contract, if the cooperative is a party to that contract or has a separate contract which is related to the contract of the Center Board member, cooperative fiscal agent or cooperative administrator, unless the Center Board grants a waiver. Disclosure requirements apply to public contracts for labor or services to be rendered, the purchase of commodities, materials, supplies, or equipment of any kind, and any kind of contract related to facilities.

Disclosure is required by Center Board members, the cooperative fiscal agent, and cooperative administrators in each of the following situations:

1. when a Center Board member, the cooperative fiscal agent, and cooperative administrators has an interest in a contract or receives a direct benefit from a contract.
2. if the spouse of a Center Board member, the cooperative fiscal agent, and cooperative administrators has an interest in a contract or receives a direct benefit from a contract.
3. if another person with whom a Center Board member, the cooperative fiscal agent, and cooperative administrators lives and commingles assets has an interest in a contract or receives a direct benefit from a contract.

A Center Board member, the cooperative fiscal agent, and cooperative administrators derives a direct benefit from a contract, or their spouse or other person with whom assets are commingled derives a direct benefit from a contract:

1. if the person has more than a five percent ownership or other interest in an entity that is a party to the contract;
2. if the person derives income, compensation, or commission directly from the contract or from the entity that is a party to the contract;
3. if the person acquires property under the contract; or
4. if the person serves on the board of directors of an entity that derives income directly from the contract or acquires property under the contract.

A person does not derive a direct benefit from a contract based solely on the value associated with the person's investments or holdings, or the investments or holdings of other persons employee lives with and commingles assets.

If in doubt whether an actual conflict exists, this policy also requires disclosure of possible or potential conflicts.

If other specific conflict of interest laws or administrative regulations relating to Center Board members, the cooperative fiscal agent, and cooperative administrators in addition to SDCL Ch. 3-23 and this policy, the more restrictive conflict of interest law shall apply.

Any Center Board member, the cooperative fiscal agent, and cooperative administrators who knowingly violates SDCL Ch. 3-23 commits a criminal offense (Class 1 misdemeanor). Any Center Board member who knowingly violates the provisions of this policy is subject to being removed as a Center Board member. Any cooperative administrator or fiscal agent who knowingly violates the provisions of this policy is subject to his or her employment relationship with the cooperative being terminated. Unless the Center Board has granted a waiver, the contract in which the Center Board members, the cooperative fiscal agent, and cooperative administrators has an interest or receives a direct benefit is voidable by the Center Board and any benefit received by the Center Board member, the cooperative fiscal agent, and cooperative administrators are subject to forfeiture.

A waiver may be granted by the Center Board to authorize a Center Board member, the cooperative fiscal agent, or cooperative administrators to receive a direct benefit from the cooperative's contract with a person or entity (public, private, for-profit, non-profit) if the following conditions are met:

1. the Center Board member, the cooperative fiscal agent, and cooperative administrators provides a full written disclosure to the Center Board;
2. the Center Board reviews the essential terms of the contract or transaction and the Center Board member's, the cooperative fiscal agent's, and cooperative administrators' role in the contract or transaction;
3. the Center Board determines that the transaction and terms of the contract are fair and reasonable and not contrary to the public interest; and
4. the authorization of the Center Board is in writing and filed with the Auditor General.

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



## **APPLYING FOR A WAIVER:**

1. If the potential for a conflict exists, the Center Board member, the cooperative fiscal agent, and cooperative administrators having the potential conflict of interest must submit the Request for Center Board Waiver form, Exhibit AH-E(1).
2. The request should be submitted to the Center Board before entering into a conflicted contract or transaction.
3. Disclosures and requests for a waiver should be submitted to the President/Chairperson of the Center Board, the director or the fiscal agent, at least 5 calendar days before the scheduled meeting in order to be included on the posted agenda and acted upon at the next scheduled meeting. Disclosures and requests received by the President/Chairperson of the Center Board, the director or the fiscal agent fewer than 5 calendar days before the scheduled meeting may be deferred until the following Center Board meeting.
4. The person applying for the waiver must describe the relationship to the contract in question and why the applicant believes the contract may be subject to disclosure, including how person, his/her spouse or anyone with whom he/she lives and commingles assets might benefit from the contract. Examples of persons other than a spouse include a girlfriend, boyfriend, roommate, or an adult child.
5. The person requesting the waiver identifies and describes the essential terms of the contract:
  - (a) all parties to the contract,
  - (b) the person's role in the contract or transaction,
  - (c) the purpose(s)/objective(s) of the contract,
  - (d) the consideration or benefit conferred or agreed to be conferred upon each party,
  - (e) the length of time of the contract,
  - (f) any other relevant information.
6. The person requesting the waiver should briefly describe why he/she believes a waiver would not be contrary to the public interest (i.e., the contract was part of a competitive bidding process, there are other cooperative people involved in the decision-making process to enter into the contract, or the terms of the contract are consistent with other, similar contracts).
7. The cooperative attorney may answer general questions about the applicability of SDCL Ch. 3-23 or about the other laws that address conflict of interest. However, the cooperative attorney represents the cooperative and the Center Board, and not individual Center Board members, the cooperative fiscal agent, and cooperative administrator in their individual capacities. Center Board members, the cooperative fiscal agent, and cooperative administrators should contact a private attorney if they have questions as to how SDCL Ch. 3-23 and this policy apply to their individual interests and contracts.

## **BOARD ACTION ON A REQUEST FOR WAIVER:**

1. The Center Board will have a regular agenda item at the beginning of the Center Board meeting when the Center Board will address disclosures and requests for a waiver.
2. Disclosures and requests for a waiver submitted to the President/Chairperson of the Center Board, the director or the fiscal agent, at least 5 calendar days before the scheduled meeting will be included on the posted agenda and acted upon at the next scheduled meeting.
3. Disclosures and requests received by the President/Chairperson of the Center Board, the director or the fiscal agent fewer than 5 calendar days before the scheduled meeting may be deferred until the following Center Board meeting.
4. If possible, waiver requests will be acted upon at the meeting in which the request is brought forth. If the Center Board believes the request form information is incomplete, the Center Board must ask the person requesting the waiver for additional information. The Board will avoid using an incomplete request form as the basis for extending the time for review and decision on the waiver request; the Center Board may receive the needed information from the requesting party at the Center Board meeting when the waiver request is being addressed.
5. When considering a waiver request, the Center Board should be able to determine the requesting party's relationship to the contract, the requesting party's relationship to the outside contracting party, whether the contract terms are reasonable and in the public interest, and any other factors the Center Board believes will help establish the relevant facts and circumstances surrounding the contract(s) and the request for waiver.



6. At the meeting when the waiver request will be considered by the Center Board, the Center Board members, the cooperative fiscal agent, and cooperative administrators submitting the waiver request must be present and prepared to answer questions from the Center Board about the request for a waiver.
7. The request and the Center Board's determination must be included in the minutes of the meeting.
8. If the authorization is granted, a written authorization [Exhibit AH-E(2)] shall be prepared following the meeting and signed by the President/Chairperson of the Center Board or other authorized Center Board member, and filed with the Auditor General.

State Reference	Description
SDCL 1-27	Public records and files
SDCL 3-23-6	Prohibition against contract conflict of interest
SDCL 3-23-7	Circumstances resulting in contract conflict of interest
SDCL 3-23-8	Exceptions to contract conflict of interest
SDCL 3-23-9	Consequences for violation of contract conflict of interest law

Approved: August 2, 2016

## PERSONNEL ACTIVITY REPORT SOUTH CENTRAL COOPERATIVE

Employee's Name: \_\_\_\_\_

Time Period: \_\_\_\_\_

Staff Position: \_\_\_\_\_

Cost Objectives	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		Total
SpEd Testing																	
SpEd Counseling																	
SpEd Other																	
General Counseling																	
<b>TOTAL</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Cost Objectives	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
SpEd Testing																	
SpEd Counseling																	
SpEd Other																	
General Counseling																	
<b>TOTAL</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Notes:																	

I certify that to the best of my knowledge that this is an after-the-fact determination of my actual activities for this time period.

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Cost Objective Definitions:**

**SpEd Testing Services:** This includes testing, scoring, meetings with teachers/parents/IEP teams, time spent at staff meetings, workshops or conferences, office time, drive time,

**SpEd Counseling Services:** Counseling services provided to students on IEP's.

**SpEd Other Services:** Other activities associated with Sped Psych services not classified above (i.e. CPI Trainer).

**General Counseling Services:** Counseling services provided to students who are not on IEP's.

updated April 2016

## **WRITTEN CODE OF STANDARDS OF CONDUCT**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

The South Central Cooperative procedures seek to avoid acquisition of unnecessary or duplicative items. Consideration is given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made to determine the most economical approach.

For questions and concerns regarding procurement solicitations, contract evaluation, and award contact: South Central Cooperative Business Manager.

# **ARTICLES OF INCORPORATION\***

## **SOUTHEAST AREA COOPERATIVE**

**Serving the School Districts of:**  
**Alcester-Hudson School District #61-1**  
**Beresford School District #61-2**  
**Canton School District #41-1**  
**Elk Point-Jefferson School District #61-3**  
**Gayville-Volin School District #63-1**  
**Irene School District #63-2**  
**Viborg School District #60-5**  
**Wakonda School District #13-2**

**July 1, 1987**

**\*As amended August 21, 2006**

Final Draft  
January 23, 1987

Article I	-	Creation, Name, Purpose and Powers
Article II	-	Members
Article III	-	Organization, Representation and Officers Board of Directors Advisory Board of Superintendents
Article IV	-	Amendments
Article V	-	Financing
Article VI	-	Withdrawal and Dissolution
Article VII	-	Dispute Resolution
Article VIII	-	Term and Extension
Resolution	-	Adoption of Agreement

\*As Amended May 28, 1992  
and August 21, 2006

AGREEMENT ESTABLISHING  
Southeast Area Cooperative

THIS AGREEMENT is made as of this 1<sup>st</sup> day of July, 1987, among the school districts, which have executed this Agreement (the "Members") pursuant to the resolution of the Board of Education of each school district authorizing such execution a certified copy which is attached hereto.

WITNESSETH

ARTICLE I

Creation, Name, Purpose and Powers

- 1.1 There is hereby created and established as a legal entity, a Cooperative Educational Service Unit as Authorized by SDCL 13-5-31 and pursuant to the provisions of SDCL 1-24-1, et. Seq., to exercise the powers, privileges and authority of the Member s as here in provided.
- 1.2 The name of the Cooperative Educational Service Unit created and established by this agreement shall be the Southeast Area Cooperative (the "Cooperative").
- 1.3 The Cooperative shall assist Member districts in providing appropriate educational services for all children and to offer, on a cooperative basis, services that districts would not be able to provide as effectively or as economically acting alone.
- 1.4 The Cooperative will exercise the powers granted to it by its Members under its agreement and under the laws of the State of South Dakota.

ARTICLE II  
Members

2.1 The initial Members of the Cooperative, which have approved this agreement shall be the following school districts:

Alcester School District 61-1	Alcester, SD 57001-0248
Beresford School District 61-2	Beresford, SD 57004-2196
Canton School District 41-1	Canton, SD 57013-1299
Centerville School District 60-1	Centerville, SD 57014-9999
Elk Point School District 61-3	Elk Point, SD 57025-0578
Gayville-Volin School District 63-1	Gayville, SD 57031-0158
Hudson School District 41-3	Hudson, SD 57034-0439
Irene School District 63-2	Irene, SD 57037-0005
Viborg School District 60-5	Viborg, SD 57070-0397
Wakonda School District 13-2	Wakonda, SD 57073-0268

2.1.a Membership as of July 1, 2006 shall be:  
(amended 8-21-06)

Alcester-Hudson School District 61-1	Alcester, SD 57001-0248
Beresford School District 61-2	Beresford, SD 57004-2196
Canton School District 41-1	Canton, SD 57013-1299
Elk Point-Jefferson School District 61-3	Elk Point, SD 57025-0578
Gayville-Volin School District 63-1	Gayville, SD 57031-0158
Irene School District 63-2	Irene, SD 57037-0005
Viborg School District 60-5	Viborg, SD 57070-0397
Wakonda School District 13-2	Wakonda, SD 57073-0268

2.2 Any school district which desires to join the Cooperative, subsequent to its creation shall indicate its intent by depositing with the President of the Board of Directors of the Cooperative a supplement to this agreement executed by the Board of Education of such school district authorizing such execution in a form satisfactory to the Cooperative and in conformity with the applicable laws of the State of South Dakota. A school district shall become a Member of the Cooperative upon approval of its executed supplement by a two-thirds (2/3) majority of the Board of Directors of the Cooperative and the payment of the admittance fee.

2.3 Any school district who desires membership in the Cooperative shall submit a school board resolution of application prior to February 1<sup>st</sup>. Upon approval of a two-thirds (2/3) majority vote of the Board of Directors of the Cooperative, membership will become effective the following July 1.



- 2.4.1 The Board of Directors of the Cooperative shall set an entrance fee to be paid by any school district desiring to join the Cooperative, prior to the submission of the proposed membership supplement to this agreement.
- 2.4.2 In 1986, Alcester School District 61-1 and the Hudson School District 41-3 merged to form a new district entitled Alcester-Hudson School District 61-1. The new district has continually been a member of the Cooperative since its inception and shall remain a member until withdrawal or termination pursuant to the provisions of the Agreement.  
(Amended 5-28-92)

## ARTICLE III

### Organization, Representation and Officers

- 3.1 The Cooperative shall be governed by a Board of Directors composed of one voting school board member from each participating district. Each local board representative serving on the Board of Directors shall be appointed by the local school board at its annual meeting. In the event the appointee cannot continue representing the local district, the local school board shall appoint a replacement board member for the remainder of the current term. Each Member school district's superintendent shall act as an advisor to the Board of Directors.

### Board of Directors

- 3.2 Members of the Board of Directors shall be appointed for a one (1) year term of office.
- 3.3 The Board of Directors shall elect a president and vice president from its Membership and such other officers or agents deemed necessary.
- 3.4 The term of office for the president and vice president of Board of Directors shall be for one (1) year.
- 3.5 The president of the Board of Directors may call special meetings as necessary. Except in emergency situations, notification will be made at least one (1) week in advance.
- 3.6 A simple majority of the Members of the Board of Directors will constitute a quorum for conducting business. Each director will have one (1) vote with a simple majority of the Board of Directors required for conducting business. Amendments to the Cooperative agreement require a two-thirds (2/3) majority vote.
- 3.7 The Board of Directors shall keep accurate minutes of all meetings and shall provide copies of such minutes to each Member within ten (10) days of such meetings. The Cooperative shall have the minutes published. The Board of Directors shall designate the newspaper or papers for publication.
- 3.8 The Board of Directors will meet four times during a school year in the months of: August, November, February and May, with times and dates to be determined at the annual meeting on the third Monday in August.
- 3.9 The Board of Directors will appoint a business manager to serve as the fiscal agent and board secretary for the Cooperative. This is to be done at the annual August meeting.
- 3.10 The Board of Directors shall meet to approve the employment of personnel, establish board policy, adopt a budget, approve board minutes, financial reports, claims and minutes of the meetings, and conduct any other business deemed necessary for the successful operation of the Cooperative.

- 3.11 The Board of Directors in accordance with SDCL 13-18-17 may establish an incidental account in an amount determined by the Board by setting aside on an Imprest basis money from the general fund. Such incidental account shall be kept and used by the officer designated by the Board for advanced payment for claims requiring immediate payment, not to exceed an amount established by the Board. A detailed account of the expenditures from the incidental account shall be presented at regular intervals not to exceed one month with verified vouchers, itemized and supported by receipt bills or other information as general evidence of payment, which shall be subject to audit. All expenditures from this account shall be listed with other bills in the regular Cooperative proceedings.
- 3.12 The Board of Directors may adopt policies for the Cooperative and amend the provisions of the agreement according to the amendment procedures in Article IV.

#### Advisory Board of Superintendents

- 3.13 The Advisory Board shall consist of the superintendents of each Member school.
- 3.14 The Advisory Board shall elect from its Membership a president and vice president for conducting meetings.
- 3.15 The term of office for the president and vice president of the Advisory Board shall be for one (1) year.
- 3.16 The Advisory Board shall meet at times and dates to be determined at the annual August meeting.
- 3.17 The president of the Advisory Board may call special meetings as necessary. Except in emergency situations, notifications will be made at least one (1) week in advance.
- 3.18 A simple majority of the Advisory Board must be present to constitute a quorum. Each member school's superintendent will have one (1) vote with a majority vote of the membership required for passage of a recommendation to the Board of Directors.  
(Amended 8-21-06)
- 3.19 The Advisory Board shall supervise the operation of the Cooperative according to the policies and procedures adopted by the Board of Directors.
- 3.20 The Advisory Board shall keep accurate minutes of all meetings and shall provide copies of such minutes to each Advisory Board member within ten (10) days.
- 3.21 The Advisory Board shall make administrative recommendations to the Board of Directors concerning the employment of personnel, budgets, policy and other concerns deemed necessary.

## ARTICLE IV

Amendments

- 4.1 This agreement may be amended at any regular or special meeting by a two-thirds (2/3) Membership vote of the Board of Directors, provided written notice has been submitted to the president not less than fourteen (14) days prior to the meeting and the president has forwarded the proposed amendment to all Member districts not less than seven (7) days before the meeting.
- 4.2 Proposed amendments may themselves be amended by a majority vote of the Board of Directors at the meeting, provided such amendments do not alter the intent of the proposed amendment as originally submitted.
- 4.3 Amendments shall become effective upon approval of the Member districts.  
(Amended 8-21-06)
- 4.4 ~~Prior to being effective, the Board of Directors shall submit to the State Superintendent all amendments for approval and incorporation into the Agreement. (Deleted by Amendment 8-21-06)~~

## ARTICLE V

### Financing

- 5.1 The Cooperative shall have no power to levy taxes, and shall be financed by the Members. The Members shall initially pay to the Cooperative their respective individual shares of monies provided under IDEA and any respective shares of grant monies provided by the State of South Dakota. Thereafter, the Members will appropriate such monies as the Cooperative Board of Directors deem necessary in the adoption of the annual budget. (Amended 8-21-06)
- 5.2 All funds delivered to the Cooperative shall be expended in accordance with the budget adopted by the Board of Directors.
- 5.3 The Cooperative will provide each Member with a report of its financial condition on a monthly basis.
- 5.4 Any school wishing to participate in the Cooperative's services, which is not a Member, will be charged a tuition/service fee to be determined by the Board of Directors based upon projected/actual student cost.
- 5.5 The fiscal agent of the Cooperative shall provide a proposed budget to the Board of Directors no later than February 1<sup>st</sup>. The budget shall set forth the anticipated expenditures and revenues for the succeeding school year, together with estimated funds each Member will be required to appropriate to the Cooperative.
- 5.6 All grants applied for must be approved by the Advisory Board prior to being submitted. After the grant application has been submitted and the Cooperative has received notification of approval from the requesting agency the Board of Directors shall make the final determination of approval prior to implementation.
- 5.7 The Cooperative Board of Directors are authorized to acquire, lease, and sell real and personal property pursuant to the statutory authorization set forth in S.D.C.L. 13-5-32.1 (3). The funding for the purchase of capital assets shall be as determined by the Board of Directors at the time of purchase of said asset(s) and in accordance with the provisions of S.D.C.L. 13-5-32 and S.D.C.L. 13-5-33. (Amended 5-28-92)

## ARTICLE VI

Withdrawal and Dissolution

- 6.1 Any Member school may withdraw from the Cooperative by action of its Board of Education. Notification for withdrawal shall be made prior to February 15<sup>th</sup> of the current school term. Withdrawal shall become effective at the end of the school fiscal year in which notice of such withdrawal is given. Any district withdrawing shall lose any vested rights in any assets held by the Cooperative and shall no longer be considered a Member of the Cooperative.
- 6.2 Any Member wishing to withdraw shall deliver to the president of the Board of Directors a resolution of its Board of Education authorizing withdrawal from the Cooperative. Notification shall be in compliance with provisions of Article 6.1.
- 6.3 The Cooperative may be dissolved by a two-thirds (2/3) vote of the Board of Directors. In the event that dissolution is determined, the president of the Board of Directors will instruct the directors to take action to dissolve the Cooperative at the end of the fiscal year during which such resolutions are adopted. The resolution to dissolve the Cooperative shall be made prior to February 15<sup>th</sup> of the current school term.
- 6.4 In the event of dissolution as provided in Article 6.3 the Board of Directors shall terminate the affairs of the Cooperative promptly following the end of the school fiscal year. All property owned by the Cooperative shall be disposed of by the Board of Directors in accordance with SDCL 13-21, and upon settlement of all obligation, “including long term debts” of the Cooperative. All funds or property remaining in account shall be distributed to the Members in an equal proportion except as provided in Article 6.1. (Amended 8-21-06)
- 6.5 The Board of Directors shall forward all student records to the appropriate school in which each child has enrolled. Employee records and other pertinent records will be administered in accordance with the provisions of the State of South Dakota and Management Program.

## ARTICLE VII

Dispute Resolution

- 7.1 All disputes arising from this Agreement shall be put in writing and submitted to the President of the Board of Directors. If the dispute is not settled in ninety (90) days after the filing date, the dispute may be submitted to the Secretary of Education of the Department of Education. (Amended 8-21-06)

## ARTICLE VIII

### Term and Extension

- 8.1 This Agreement shall be effective on the date hereof and shall terminate if Article 6.3 is carried out.



**BE IT RESOLVED BY THE** \_\_\_\_\_  
**School District, at a regular school board meeting dated** \_\_\_\_\_,  
**20** \_\_\_\_\_ **that the foregoing agreement attached hereto created the** \_\_\_\_\_  
\_\_\_\_\_ **be adopted.**

**ATTEST:**

\_\_\_\_\_  
**School District Business Manager**

BE IT RESOLVED BY THE Alcester School District #61-1  
Box 248 Alcester, SD 57001

School District, at a regular school board meeting dated February 9,  
1987 that the foregoing agreement attached hereto created the Southeast Area  
Cooperative be adopted.

ATTEST:

Donowan Larson  
School District Business Manager

**BE IT RESOLVED BY THE**     Beresford School District 61-2      
**School District, at a regular school board meeting dated**     February 9    ,  
**1987** that the foregoing agreement attached hereto created the     Southeast Area      
Cooperative be adopted.

**ATTEST:**

    Anita M. Girard      
**School District Business Manager**

**BE IT RESOLVED BY THE** Canton  
**School District, at a regular school board meeting dated** February 9,  
**1987 that the foregoing agreement attached hereto created the** Southeast Area  
Cooperative be adopted.

**ATTEST:**

Terry L. Bergerson  
**School District Business Manager**

**BE IT RESOLVED BY THE** Centerville  
**School District, at a regular school board meeting dated** February 9,  
**1987 that the foregoing agreement attached hereto created the** Southeast Area  
Cooperative be adopted.

**ATTEST:**

Kathy Eilmes  
**School District Business Manager**

**BE IT RESOLVED BY THE** Board of Education for the Elk Point  
School District, at a regular school board meeting dated February 23,  
1987 that the foregoing agreement attached hereto created the Southeast Area  
Cooperative be adopted.

**ATTEST:**

Sheila R. Donnelly  
School District Business Manager

## RESOLUTION

**WHEREAS**, the Gayville-Volin School District 63-1 of Yankton County, South Dakota is a member of the Southeast Cooperative #1 and,

**WHEREAS**, the Gayville–Volin School District no longer feels that the services provided by the Southeast Cooperative #1 are adequate to meet the needs of the students of the District and,

**WHEREAS**, the Gayville-Volin School District desires to join with other school districts to form a new cooperative that would provide more adequate services,

**NOW, THEREFORE**, be it resolved that the Gayville-Volin School District 63-1 School board requests that the Southeast Cooperative #1 be dissolved and that the assets and liabilities of the Cooperative be disposed of in accordance with the terms of the current agreement.

Be it further resolved that the dissolution of the Southeast Cooperative #1 be effective as of July 1, 1987.

Dated this 9<sup>th</sup> day of February 1987 at Gayville, South Dakota

\_\_\_\_\_  
Irene Fairley  
Chairman of the Board

\_\_\_\_\_  
Ruth E. Scheid  
Business Manager

**BE IT RESOLVED BY THE** Gayville – Volin  
**School District, at a regular school board meeting dated** February 9,  
**1987 that the foregoing agreement attached hereto created the** Southeast Area  
Cooperative be adopted.

**ATTEST:**

Ruth E. Scheid  
**School District Business Manager**



BE IT RESOLVED BY THE Hudson  
School District, at a regular school board meeting dated February 9,  
1987 that the foregoing agreement attached hereto created the Southeast Area  
Cooperative be adopted.

ATTEST:

Janice Ver Mulm  
School District Business Manager

**BE IT RESOLVED BY THE** Irene  
**School District, at a regular school board meeting dated** February 9,  
**1987 that the foregoing agreement attached hereto created the** Southeast Area  
Cooperative be adopted.

**ATTEST:**

Sandra Jensen  
**School District Business Manager**

**BE IT RESOLVED BY THE** Viborg  
**School District, at a regular school board meeting dated** February 9,  
**1987 that the foregoing agreement attached hereto created the** Southeast Area  
Cooperative be adopted.

**ATTEST:**

Linda Swenson  
**School District Business Manager**

**RESOLUTION**

**WHEREAS**, the Wakonda School District 13-2 of Clay County, South Dakota is a member of the Southeast Cooperative #1 and,

**WHEREAS**, the Wakonda School District no longer feels that the services provided by the Southeast Cooperative #1 are adequate to meet the needs of the students of the District and,

**WHEREAS**, the Wakonda School District desires to join with other school districts to form a new cooperative that would provide more adequate services,

**NOW, THEREFORE**, be it resolved that the Wakonda School District 13-2 School board requests that the Southeast Cooperative #1 be dissolved and that the assets and liabilities of the Cooperative be disposed of in accordance with the terms of the current agreement.

Be it further resolved that the dissolution of the Southeast Cooperative #1 be effective as of July 1, 1987.

Dated this 9<sup>th</sup> day of February 1987 at Wakonda, South Dakota

Roland C. E  
Chairman of the Board

Marjorie Anderson  
Business Manager

**BE IT RESOLVED BY THE** Wakonda  
**School District, at a regular school board meeting dated** February 9,  
**1987 that the foregoing agreement attached hereto created the** Southeast Area  
Cooperative be adopted.

**ATTEST:**

Marjorie Anderson  
**School District Business Manager**



## VII. Policies Relating to Business Activities

### A. FRAUD POLICY

The Board expects all Board members, Cooperative employees, volunteers, consultants, vendors, contractors and other parties that maintain a relationship with the Cooperative to act with integrity, due diligence, and in accordance with law in their duties involving the Cooperative's resources. The board is entrusted with public funds, and no one connected with the Cooperative will do anything to erode that trust.

Fraud, financial improprieties, or irregularities include but are not limited to:

Forgery or unauthorized alteration of any document or account belonging to the Cooperative

Forgery or unauthorized alteration of a check, bank draft, or any other financial document.

Misappropriation of funds, securities, supplies, or other assets.

Impropriety in handling money or reporting financial transactions.

Profiteering because of insider information of Cooperative information or activities.

Disclosure of confidential and/or proprietary information to outside parties.

Acceptance or seeking of anything of material value, other than items used in the normal course of advertising, from contractors, vendors, or persons providing services to the Cooperative.

Destruction, removal, or inappropriate use of Cooperative records, furniture, fixtures, or equipment.

Failure to provide financial records to authorized state or local entities.

Failure to cooperate fully with any financial auditors, investigators or law enforcement.

Other dishonest or fraudulent acts involving Cooperative monies or resources.

The Business Manager and/or Director will be responsible to develop and implement internal controls designed to prevent and detect fraud, financial impropriety, or fiscal irregularities within the Cooperative, subject to review and approval by the Board.

The Business Manager and/or Director will be responsible for maintaining a sound system of internal controls that is designed to identify potential risks, evaluate the nature and extent of those risks, and manage them effectively.

Administrators are responsible to be alert to any indication of fraud, financial impropriety, or irregularity within their area of responsibility.

The Director will recommend to the Board for its approval completion of a forensic audit when it is deemed necessary and beneficial to the Cooperative.

The Director will ensure the appropriate authorities are notified, pursuant to state law, when cases of fraud, embezzlement or theft have been identified.

#### **Reporting**

An employee who suspects fraud, impropriety, or irregularity will immediately report his/her suspicions to the Director.

If the report involves the Director, the employee will report his/her suspicions to the Board President.

Employees who bring forth a legitimate concern or suspicion about a potential impropriety will not be retaliated against. Those who do retaliate against such an employee will be subject to disciplinary action.

### **Investigation**

The Director will have primary responsibility for conducting necessary investigations of reported fraudulent activity.

Based on his/her judgment, the Director will coordinate investigative efforts with the: Cooperative solicitor, Cooperative auditor, insurance agent, internal departments, external agencies, law enforcement officials.

If the Director is involved in the complaint, the Board President is authorized to initiate investigation of the complaint and coordinate the investigative efforts with individuals and agencies s/he deems appropriate.

Records will be maintained for use in an investigation.

Individuals found to have altered or destroyed records will be subject to disciplinary action.

If an investigation substantiates the occurrence of a fraudulent activity, the Director will present a report to the Board and appropriate personnel.

The Board will determine the final disposition of the matter, if a criminal complaint will be filed, and if the matter will be referred to the appropriate law enforcement and/or regulatory agency for independent investigation.

### **Confidentiality**

The Director will investigate reports of fraudulent activity in a manner that protects the confidentiality of the individuals and facts.

All employees involved in the investigation are required to maintain confidentiality regarding all information about the matter during the investigation.

Result of an investigation will not be disclosed to or discussed with anyone other than those individuals with a legitimate right to know, until the results are made public.

### **Prevention**

In order to prevent fraud, the Board directs that a system of internal controls be followed that include but are not limited to the following:

- Segregation of Duties – Where possible, more than one (1) person will be involved in financial transactions. Every effort will be taken to ensure that no one (1) person will be responsible for an entire financial transaction.
- Mail – Mail will be picked up daily, opened, and distributed appropriately.
- Payments – Payment will be made only by check, with the exception of \$300 in petty cash. Check signers will be approved annually by the Board. Checks will have at least two (2) signatures, with the exception of the Trust and Agency and Pop and Flower fund checks which will have one signature.
- Vouchers – Vouchers for payment of bills will be prepared by the Business Manager and approved by the Director prior to issuance of checks. A listing of bills will be approved monthly by the Advisory Board or Board of Directors.
- Signature Stamp – The Board Chairman's signature stamp will remain in the possession of the Director. All checks will be signed by the Business Manager and then given to the Administrative Assistant for the Board Chairman's signature.
- Receipts – Receipts and deposit slips for funds received will be prepared by the Business Manager. All efforts will be made to have deposits sent directly to the bank.
- Bank Reconciliations – Bank statements and cancelled checks will be reviewed upon receipt by the Administrative Assistant for any large or unusual transactions. Bank accounts will be reconciled monthly by the Business Manager.



- Access to Checks – Physical and electronic access to school Cooperative checks and accounts will be limited to those employees with designated business functions. Blank checks will be kept in a locked fireproof cabinet. When they are needed, the Administrative Assistant or Director and Business Manager will verify the numbers and initial and date a checkout sheet.
- Capital Assets – The business office will maintain updated lists of Cooperative capital assets.
- Training – Administrators will be responsible for ensuring that employees under their supervision receive training regarding fraud prevention.

Adopted: Board of Directors  
February 25, 2008  
Effective: February 25, 2008

## **B. SOUTHEAST AREA COOPERATIVE CAPITALIZATION POLICY**

Southeast Area Cooperative shall maintain a fixed asset inventory record for those fixed assets with acquisition values as follows. All fixed assets will be capitalized at these set values and time periods:

Land – All land purchases shall be capitalized.

Buildings – Building purchases of \$25,000 or more with a useful life of 25-50 years will be capitalized.

Equipment – Equipment purchases of \$5,000 or more with a useful life of 5-15 years will be capitalized.

Vehicles – Vehicle purchases of \$5,000 or more with a useful life of 5-15 years will be capitalized.

Improvements – Improvements of \$5,000 or more will be capitalized.

Adopted Board of Directors  
May 17, 2008

## **C. SOUTHEAST AREA COOPERATIVE INVESTMENT POLICY**

### **1. Scope**

This policy applies to the investment of all funds of the Southeast Area Cooperative. Longer-term funds, including investments of employees' retirement funds and proceeds from certain bond issues, are covered by a separate policy. Except for funds held in trust or special funds that are otherwise specifically provided for, the Southeast Area Cooperative will consolidate the balances from all funds to maximize investment earnings and meet the liquidity requirements, subject to the primary objective of providing security of principal. Investment income will be allocated to the various funds based on their respective participation of capital in the overall portfolio in accordance with generally accepted accounting principles.

### **2. Policy**

Pursuant to SDCL 4-5-8 it is the policy of the Southeast Area Cooperative to invest idle public funds in a manner to meet the daily cash flow demands with the primary objectives, in priority order, being: a) Safety of Principal b) Liquidity and c) Return on Investments.

#### **a. Safety of Principal**

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate the following risks.

##### **1. Credit Risk**

Southeast Area Cooperative will minimize credit risk, which is the risk of loss due to the failure of the investment issuer or backer, by limiting the portfolio to the types of investments listed in section 5. Authorized and Suitable Investments of this policy and diversifying the investment portfolio to diminish the impact of potential losses from any one type of investment or from any one individual issuer.

##### **2. Custodial Credit Risk**

PART III - CORNBELT EDUCATIONAL COOPERATIVE AGREEMENT

THIS AGREEMENT is made as of this 26<sup>th</sup> day of August 1987, among the school districts which have executed this agreement (the "Members") pursuant to the resolution of the Board of Education of each school district authorizing such execution.

WITNESSETH

ARTICLE 1

CREATION, NAME, PURPOSES AND POWERS

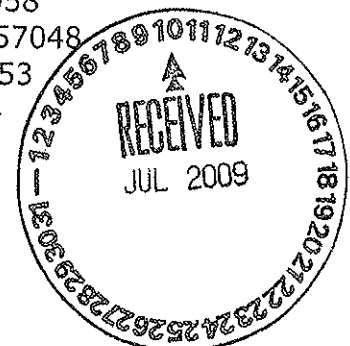
- 1.1 There is hereby created and established as a legal entity, a Cooperative Educational Service Unit as authorized by current State Laws to exercise the powers, privileges and authority of the Members as herein provided.
- 1.2 The name of the Cooperative Educational Services Unit created and established by this agreement shall be the CORNBELT EDUCATIONAL COOPERATIVE (the "Cooperative").
- 1.3 The purpose of the Cooperative shall be to assist and provide member school districts with one or more educational services.
- 1.4 The Cooperative will exercise the powers granted to its memberships by the Laws of the State of South Dakota. To that end the members hereby delegate their respective powers accordingly.

ARTICLE 2

MEMBER

- 2.1 The school districts which have approved this agreement and are members of the Cooperative are as follows:

Bridgewater School District #43-6	Bridgewater, SD 57319
Canistota School District #43.1	Canistota, SD 57012
Emery School District #30-2	Emery, SD 57332
Freeman School District #33-1	Freeman, SD 57029
Hanson School District #30-1	Alexandria, SD 57311
Hurley School District #60-2	Hurley, SD 57036
Marion School District #60-3	Marion, SD 57043
McCook Central School District #43-7	Salem, SD 57058
Montrose School District #43-2	Montrose, SD 57048
Parker School District #60-4	Parker, SD 57053
Tea Area School District #41-5	Tea, SD 57064



- 2.2 Any school district which desires to join the Cooperative subsequent to the date of this Agreement shall indicate its desire by depositing with the President of the Board of Directors of the Cooperative a supplement to this agreement executed by such school district and a resolution of the Board of Education of such school district authorizing such execution in a form satisfactory to the Cooperative and in conformity with the applicable laws of the State of South Dakota. A school district shall become a member of the Cooperative upon approval of its executed supplement by a two-thirds (2/3) majority vote of the boards of education of the members of the Cooperative.
- 2.3 Date for Admittance – Any school district who desires membership in the Cooperative shall submit a school board resolution of application prior to May 1. Upon approval of a two-thirds (2/3) majority vote of the boards of education within the Cooperative, admittance will become effective July 1.
- 2.4 Admittance Fee – The newly elected member school district will be assessed an admittance fee. This fee will be determined by computing the new member's total (K-12) student enrollment percentage of the total Cooperative (K-12) student enrollment. This percentage figure will be multiplied by the prior years total local assessment contribution. The admittance fee will be one-fourth (1/4) of the prior years local contribution or one (1) quarterly payment, plus the new members percentage multiplied by the assets on hand June 30. With the approval of the Division of Education a newly elected school district may option to apply its prior year un-obligated IDEA Part B and Section 619 monies toward the admittance fee. The admittance fee shall be paid during the month of July in which such membership becomes effective.
- 2.5 Services provided – with the adoption of the annual budget, the Board of Directors shall determine the services provided to all member school districts. In addition, the Advisory Board of Superintendents shall have the authority to establish services within the Fiduciary Fund. These services shall be the financial responsibility of the member school districts participating. Non-member school districts seeking participation in shared services provide in the Fiduciary Fund must receive prior approval from the Advisory Board of Superintendents.

### ARTICLE 3

#### ORGANIZATION, REPRESENTATION AND OFFICERS

- 3.1 The Cooperative shall be governed by a Board of Directors consisting of the same number of persons as there are members of the Cooperative. Each member school shall appoint one of their school board members to serve on the Board of Directors of the Cooperative. Each member school's superintendent shall act as an advisor to the Cooperative. The Board of

Directors of the Cooperative board shall hold office for a term of one year or until a successor has been appointed and qualified.

#### BOARD OF DIRECTORS:

- 3.2 Board of Directors shall elect a president and vice president from its membership and such other officers or agents deemed necessary, who may be Board of Directors.
- 3.3 The term of office for the President and Vice President of Board of Directors shall be for one (1) year.
- 3.4 President of the Board of Directors may call special meetings as necessary. Except in emergency situations, notification will be made at least one (1) week in advance.
- 3.5 A simple majority of the appointed school board members from the school districts within the Cooperative must be present to constitute a quorum for conducting business. Each Board of Director shall have one (1) vote per district, with a majority vote cast of the members present required for passage. Exception for amendments to Cooperative agreement, require a 2/3 majority vote of the member districts.
- 3.6 The Board of Directors shall keep accurate minutes of all meetings and provide copies of such minutes to each member within ten (10) business days from the date of the board meeting. In addition, the minutes of the meeting shall be published in the Cooperative's legal newspaper as "unofficial minutes" within twenty (20) days from the date of the board meeting. If no objections are raised within thirty (30) days from the date of the board meeting, the published unofficial minutes shall be deemed approved. If an objection is raised to the President of the Board of Directors regarding the published unofficial minutes, a meeting shall be called for the purpose of hearing the objection and making a determination.
- 3.7 In the event of a vacancy on the Board of Directors, the school board of the member vacancy shall appoint a successor from its board to fill the vacancy of the unexpired term.
- 3.8 The Board of Directors will meet four (4) times during a school year in the months of: May, August, December and March, with times and dates to be determined at the August board meeting.
- 3.9 The Board of Directors may employ one (1) of the member school districts business manager to serve as the fiscal agent for the Cooperative, or employ a Business Manager.
- 3.10 The Board of Directors shall meet to approve the employment of personnel, establish Board policy, adopt a budget, approve board minutes, approve

financial reports and claims, and conduct any other business deemed necessary for the successful operation of the Cooperative.

- 3.11 The Board of Directors may establish an Imprest account in an amount determined by the board. The Imprest account shall be kept and used by the officer designated by the board for advanced payment of claims requiring immediate payment, not to exceed the amount established by the Board of Directors. A detailed account of the expenditures from the Imprest account shall be presented at regular monthly Advisory Board and Board of Director meetings not to exceed the amount established by the Board of Directors with verified vouchers, itemized, and supported by receipt bills or other information as general evidence of payments, which shall be subject to audit. All expenditures from this account shall be listed with other bills in the regular Cooperative proceedings.
- 3.12 The Board of Directors may adopt by-laws for the Cooperative and amend the provisions of the agreement according to the amendment procedures in Article 4.

#### **ADVISORY BOARD OF SUPERINTENDENTS:**

- 3.14 The Advisory Board shall consist of the superintendents from each member school district.
- 3.15 The Advisory Board of Superintendents shall elect from its membership a President and Vice President for conducting meeting.
- 3.16 The term of office for the President and Vice President of the Advisory Board shall be for one (1) year.
- 3.17 The Advisory Board will meet monthly excluding July, with times and dates to be determined by the Advisory Board.
- 3.18 The President of the Advisory Board may call special meetings as necessary. Except in emergency situations, notification will be made at least one (1) week in advance.
- 3.19 A simple majority of the member superintendents from within the Cooperative must be present to constitute a quorum for conducting business. Each superintendent will have one (1) vote per districts with a majority vote cast required for passage of a recommendation to the Board of Directors.
- 3.20 The Advisory Board of Superintendents shall supervise the operation of the Cooperative according to the policies and procedures adopted by the Board of Directors.

- 3.21 The Advisory Board shall keep accurate minutes of all meetings and shall provide copies of such minutes to each member within ten (10) business days of such meeting. Each member shall have their respective board of education acknowledge receipt of such minutes at their regular board meeting and provide copies for public inspection.

#### ARTICLE 4

##### AMENDMENTS

- 4.1 This agreement may be amended by a two-thirds (2/3) majority vote of the school boards, provided that written notice has been submitted to the President of the Board of Directors fourteen (14) days prior to a Board of Directors meeting, and that the President has forwarded the proposed amendment to the member school districts at least seven (7) days before each districts next school board meeting. All proposed amendments shall be submitted in writing to the President of the Board of Directors.
- 4.2 After a proposed amendment is passed by a two-thirds majority vote of the school boards within the Cooperative, the amendment shall be filed with the State Secretary of Education's Office.

#### ARTICLE 5

##### FINANCING

- 5.1 The Cooperative shall have no power to levy taxes, and shall be financed by the members. The members shall pay to the Cooperative their respective individual shares of monies provided under IDEA Part B and Section 619.
- Thereafter, the members will appropriate local special education monies as the Cooperative Board of Directors deem necessary in the adoption of the annual budget.
- 5.2 All Funds delivered to the Cooperative shall be expended in accordance with the policy adopted by the Board of Directors.
- 5.3 The Cooperative will provide each member with a report of its financial monthly basis.
- 5.4 The Cooperative will provide a proposed budget to each member not later than the February board meeting. The budget shall set forth the anticipated expenditures and revenues for the succeeding school years, together with estimated funds each member will be required to appropriate to the Cooperative.

- 5.5 All grants applied for must be approved by the Advisory Board prior to being submitted. After the grant application has been applied for and the Cooperative has received notification from the requesting agency, the Board of Directors will make the final determination of approval prior to implementation.

## ARTICLE 6

### WITHDRAWAL AND DISSOLUTION

- 6.1 Any member school may withdraw from the Cooperative by action of its board of education. Notification for withdrawal shall be made prior to the first Monday in March of the current school term. Withdrawal shall become effective at the end of the school fiscal year in which notice of such withdrawal is given. Any district that withdraws shall lose all its vested rights to any financial assets held by the Cooperative and shall no longer be considered a member of the Cooperative.
- 6.2 Any member wishing to withdraw shall deliver to the President of the Cooperative Board of Directors a resolution from its Board of Education authorizing withdrawal from the Cooperative. Notification shall be in compliance with provisions of Article 6.1.
- 6.3 The Cooperative may be dissolved by a unanimous vote less one (1) of the member School boards. In the event that dissolution is determined, the President of the Board of Directors will instruct the directors to take action to dissolve the Cooperative at the end of the school fiscal year during which such resolutions are adopted. The resolution to dissolve the Cooperative shall be made prior to the first Monday in March of the current school term.
- 6.4 In the event of dissolution as provided in Article 6.3, the Board of Directors shall terminate the affairs of the Cooperative promptly following the end of the school fiscal year. All property owned by the Cooperative shall be disposed of by the Board of Directors in accordance with current State Law and upon settlement of all obligations, "including long term debts" of the Cooperative. All funds or property remaining in accounts shall be distributed to the remaining member school districts according to the current assessment percentage paid to the Cooperative for that fiscal year.
- 6.5 The Board of Directors shall forward all student records to the appropriate school in which each child has enrolled. Employee records and other pertinent records will be administered in accordance with the provisions of the laws of the State of South Dakota.

## ARTICLE 7

## DISPUTE RESOLUTION

- 7.1 In the event of a dispute under this agreement the following procedures shall be followed
- 7.2 Level one – The dispute shall be filed in writing to the President of the Advisory Board of Superintendents. Within fifteen (15) business days from the filing of the dispute, the President of the Advisory Board shall call for a meeting of the Advisory Board for consideration of the dispute. All parties involved in the dispute shall have the opportunity to present their testimony to the Advisory Board of Superintendents for the purpose of resolving the dispute. The Advisory Board of Superintendents shall within five (5) business days after this meeting render its recommendation in writing to the party or parties involved in the dispute.
- 7.3 Level two – If the dispute is not satisfactorily resolved at level one, the party or parties involved in the dispute may within ten (10) days after receipt of the written recommendations at level one resubmit the dispute to the President of the Board of Directors. Within fifteen (15) business days from the filing of the dispute, the President of the Board of Directors shall call for a meeting of the Board of Directors for consideration of the dispute. All parties involved in the dispute shall have the opportunity to present their testimony to the Board of Directors for the purpose of resolving the dispute. The Board of Directors shall within five (5) business days after this meeting render a decision in writing to the party or parties involved in the dispute.
- 7.4 If the dispute is not satisfactorily resolved at level two, the party or parties involved in the dispute may within ten (10) business days after receipt of the written decision at level two resubmit the dispute to the Secretary of Education who will conduct a hearing according to current State Law and render a decision that shall be binding upon all members.

## ARTICLE 8

### TERMS AND EXTENSION

- 8.1 This agreement shall be effective on the date hereof and shall be renewed on a year to year basis unless dissolved pursuant to Article 6.
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### 2014-2015 Cornbelt Educational Cooperative Summary (Estimates)

School District	SLP Days	ECSE Days	Psych Evaluations	SPED Director	Medicaid Billing	Perkins Consortium
Bridgewater-Emery	144	36	17	On call	\$19,142.44	\$4,854.00
Canistota	89.5	54	8	On call	\$22,196.44	\$3,035.00
Freeman	179	89.5	22	On call	\$10,651.26	\$5,600.00
Hanson	179	89.5	20	On call	\$14,760.31	\$3,067.00
Marion	72	54	10	On call	\$34,441.99	\$3,181.00
McCook Central	214	179	18	On call	\$24,608.87	\$4,368.00
Montrose	89.5	54	10	On call	\$4,863.76	\$2,595.00
Parker	107	54	24	On call	\$4,201.87	\$3,463.00
Tea Area	716	358	76	On call	\$48,152.73	\$10,528.00
<b>Totals</b>	<b>1790</b>	<b>968</b>	<b>205</b>	<b>On call</b>	<b>\$183,019.67</b>	<b>\$40,691.00</b>

# Cornbelt Educational Cooperative



## Board Policies and Procedures 2015-2016

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**Serving the School Districts of:**

Bridgewater-Emery

Canistota

Freeman

Hanson

Marion

McCook Central

Montrose

Parker

Tea Area

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## **PART I - FOUNDATIONS AND BASIC COMMITMENTS:**

### **Non-Discrimination on the Basis of Religion**

The Cornbelt Educational Cooperative and its employees shall not promote any religious belief or non-belief, and none shall be disparaged. Instead, the Cooperative shall encourage all students and staff members to appreciate and be tolerant of each other's religious views. The Cooperative shall utilize educational opportunities to foster understanding and mutual respect among students and parents, whether it involves race, culture, economic background, or religious beliefs. In that spirit of tolerance, students and staff members shall be excused from participating in practices that are contrary to their religious beliefs unless there are clear issues of overriding concern that would prevent it.

### **Equal Opportunity/Non-Discrimination**

The Cornbelt Educational Cooperative believes that a valuable element to education is the development of respect for all individuals and seeks to provide equal access/equal opportunity for students, employees and the public to Cooperative programs and activities.

In an effort to provide a safe, respectful educational environment, the Cooperative prohibits discrimination in its policies, employment practices, programs and activities on the basis of race, color, creed, religion, age, gender (including pregnancy), sexual orientation, disability, national origin or ancestry, military/veteran status, genetic information or any other category protected by law. The Cooperative prohibits acts of discrimination toward any individual(s) while on Cooperative property or at Cooperative sponsored activities.

The Cooperative prohibits discrimination against students on the basis of parental status, marital status, or pregnancy. Students will not be excluded from any program or activity, including class or extra-curricular activity based on the above.

Prohibited acts of discrimination include racial, sexual, ethnic or other types of slurs, insults, intimidation, harassment and other such conduct directed toward another person.

The Cooperative will make reasonable modifications to its programs, facilities, employment practices, and activities to accommodate otherwise qualified individuals with a disability, unless such modifications would impose an undue burden on the operation of the particular program, or would alter the fundamental nature or purpose of the program or position, or cause undue hardship on the Cooperative.

The Cooperative prohibits retaliation against any individual who reports a claim under this policy or participates in an investigation of any such claim.

Inquiries concerning equal opportunity/non-discrimination or retaliation including Title VI, Title VII, Title IX, Age Discrimination Act of 1975, Genetic Information Non-discrimination Act, Americans with Disabilities Act and Amendment Act, Section 504 of the Rehabilitation Act, Uniform Services Employment and the Re-employment Rights Act, may be referred to the Cooperative Director.

## **Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973**

In compliance with its obligations under both Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA), the Cornbelt Educational Cooperative does not discriminate against otherwise qualified students or personnel in the provision of its educational programs and activities. The Cornbelt Educational Cooperative will make reasonable modifications to its programs and activities to accommodate otherwise qualified disabled students or personnel, unless such modifications would impose an undue burden on the operation of the particular program, or would alter the fundamental nature or purpose of the program or position.

The Cornbelt Educational Cooperative will seek to assure that the educational services provided to otherwise, qualified disabled students, are reasonably calculated to afford such students an equal opportunity to achieve educational benefit as is provided to non-disabled students.

Inquiries concerning ADA or Section 504 of the Rehabilitation Act of 1973 may be referred to the Cooperative Director at the Cooperative's main office.

### **Definitions**

**Otherwise qualified disabled person:** This term means a person who would qualify for a particular benefit or program in all respects except for the fact that he/she is "disabled" under Section 504/ADA.

**Disabled person:** This term under Section 504/ADA means a person who:

- 1) Has a physical or mental impairment that substantially limits one or more major life activities,
- 2) Has a record of having an impairment that substantially limits one or more major life activities, or
- 3) Regarded as having an impairment that substantially limits one or more major life activities.

Section 504/ADA excludes some physical and/or mental impairment from qualifying a person as disabled. Examples may include some personality disorders and conditions caused by current use of illegal drugs.

**Major life activities:** This term means life functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

**Record of impairment:** This term means having a history of, or being classified as, having a mental or physical impairment that substantially limits one or more major life activities.

**Regarded as having an impairment:** This term refers to persons who do not have any substantial limitations on any major life activities but are nevertheless perceived or treated as if they had such limitations.

**Substantial Limits:** This term is interpreted to mean the impairment of one or more major life activities is considerable and meaningful in the context of the person's functioning in the educational environment.

**Informal Hearing:** An opportunity for the grievant to meet with the Cooperative Advisory Board or Board of Directors in executive session without outside representation to present his/her case.

### **Procedural Safeguards for Students**

Students who, because of a disability, need or are believed to need reasonable accommodations and/or services, may be referred to a school district Student Assistance Team (SAT) by a teacher, other certified Cooperative employee, parent/guardian or other concerned adult for evaluation to determine eligibility under Section 504/ADA. The procedures outlined in each member school district's 504 Handbook will be used by the Student Assistance Team to determine eligibility.

The parents or guardian of each student with a disability shall be notified in writing by the District Section 504 Coordinator concerning district decisions on the identification, evaluation, or educational placement of the student made under this policy and procedure.

### **Grievance Procedure for Parents/Guardians**

Parents and guardians shall have the right to file a grievance without fear of reprisal if they believe there has been a violation of Section 504/ADA. Any such grievance must be filed in writing within thirty (30) business days after the alleged violation occurred. The grievant must fully state the facts of the alleged violation and the remedy that is being sought.

**STEP ONE:** The grievance should be submitted to the District Section 504 Coordinator, who will investigate the circumstances of the alleged violation. The District Section 504 Coordinator will provide a written report of his/her findings of fact and conclusions within ten (10) business days to the grievant and the building Student Assistance Team Coordinator.

**STEP TWO:** If the grievance has not been resolved in STEP ONE to the satisfaction of the grievant, he/she may appeal to the Superintendent within five (5) business days of receipt of the District Section 504 Coordinator's response. The Superintendent will conduct an informal hearing to review the alleged violation. The Superintendent will affirm, reverse, or modify the report issued by the District Section 504 Coordinator within fifteen (15) business days of receipt of the appeal.

**STEP THREE:** If the grievance has not been resolved in STEP TWO to the satisfaction of the grievant, he/she may appeal to the School Board within five (5) business days of receipt of the Superintendent's response. The School Board will schedule an informal hearing within thirty (30) business days to review the alleged violation. The involved parties will be notified in writing of the date and time of the scheduled hearing. The School Board will affirm, reverse, or modify the response of the Superintendent to the District Section 504 Coordinator's report within fifteen (15) business working days of the informal hearing.

If the grievance has not been resolved in STEP THREE to the satisfaction of the grievant, he/she may request an impartial due process hearing according to the procedure established by the Office for Civil Rights.

### **Grievance Procedure for Personnel**

Cooperative personnel with a disability shall have the right to file a grievance without fear of reprisal if they believe there has been a violation of the Americans with Disabilities Act (ADA). Any such grievance must be filed in writing within thirty (30) business days after the alleged violation occurred. The grievant must fully state the facts of the alleged violation and the remedy that is being sought.

**STEP ONE:** The grievance should be submitted to the Cooperative Director, who will investigate the circumstances of the alleged violation. The Cooperative Director will provide a written report of his/her findings of fact and conclusions within ten (10) business days to the grievant and the Cooperative Advisory Board.

**STEP TWO:** If the grievance has not been resolved in STEP ONE to the satisfaction of the grievant, he/she may appeal to the Cooperative Advisory Board within five (5) business days of receipt of the Cooperative Director's report. The appeal process may or may not include a conference with the parties involved. The Advisory Board will review the report of findings of the Cooperative Director and will affirm, reverse, or modify the report of the Cooperative Director, within fifteen (15) business days.

**STEP THREE:** If the grievance has not been resolved in STEP TWO to the satisfaction of the grievant, he/she may appeal to the Cooperative Board of Directors within five (5) business days of receipt of the Advisory Board's response. The Cooperative Board of Directors will schedule an informal hearing within thirty (30) business days to review the alleged violation. The involved parties will be notified in writing of the date and time of the scheduled hearing. The Board of Directors will affirm, reverse, or modify the response of the Advisory Board. The Board of Directors will respond in writing to the grievant within fifteen (15) business days of the informal hearing.

If the grievance has not been resolved in STEP THREE to the satisfaction of the grievant, he/she may request an impartial due process hearing according to the procedure established by the Office for Civil Rights.

### **Equal Opportunity/Non-Discrimination**

#### **Resolution of Discrimination Complaints**

A complaint may be filed when it is felt that a violation of the Cooperative's Non-Discrimination or Equal Opportunity policy has occurred. Such action is defined as a grievance dealing with discrimination on the basis of race, color, creed, religion, age, gender, sexual orientation, disability, national origin or ancestry.

A complaint relating to the Cooperative's Non-Discrimination or Equal Opportunity policy may be filed by a student, parent/guardian, employee or other citizen. Confidentiality will be maintained at each level of the complaint procedure.

The complainant is encouraged to attempt to resolve the grievance informally by working with the Cooperative employee most directly involved in the situation before filing a formal complaint. However, it is understood that for some complaints this may not be appropriate.

#### **Formal Procedures:**

Formal complaints are filed with specific individuals based on the area of discrimination:

**Title IX (discrimination based on gender)**

**Title VI (discrimination based on national origin/race)**

A formal complaint of discrimination may be filed with the Cooperative Director at the main Cooperative office. The formal complaint shall be maintained in a file with the Cooperative Director.

The Discrimination Report Form will be completed by the person filing the complaint or the Cooperative Director.

The form includes the following:

- Complainant's name and address.
  - Date(s) of the incident(s).
  - Description of the incident(s).
  - Name(s) of the person(s) involved in the incident(s).
  - Name(s) of any witness(es) to the incident(s).
  - What action, if any, has been taken.
  - Requested resolution of the complaint.
  - Signature of the complainant will be requested, but not required.
- 1) The Cooperative Director will conduct an investigation to gather data regarding the alleged discrimination, take appropriate action regarding the complaint, and render a decision in writing to the complainant within seven (7) business days of receipt of the formal complaint.
  - 2) If the complainant is not satisfied with the decision rendered by the Cooperative Director, he/she may appeal the decision to the Cooperative Advisory Board within five (5) business days following receipt of the decision. The appeal must include the original complaint form, a copy of the decision from the designated administrator and a written statement as to a reason for the appeal.
  - 3) The Cooperative Advisory Board will review the materials submitted, investigate the circumstances and respond in writing within fourteen (14) business days from the appeal. At the Cooperative Advisory Board level the appeal process may or may not include a conference with the parties involved.
  - 4) If the complainant is not satisfied with the decision rendered by the Cooperative Advisory Board, he/she may request a hearing in executive session with the Cooperative Board of Directors. The request for hearing must be submitted in writing within five (5) business days through the Cooperative Director's Office. The hearing will be scheduled within thirty (30) business days from the request for hearing. The involved parties will be notified in writing of the date and time of the scheduled hearing.
  - 5) The Cooperative Board of Directors will render a decision in writing within ten (10) business days of the hearing.
  - 6) Either party may have representation present at each step once the investigation is completed. If either party elects to be represented at any step of the complaint procedure, the names of these representatives must be declared in writing at least two (2) business days prior to that step.

### **Educational Philosophy - Exceptional Children**

It is the philosophy of the Cornbelt Educational Cooperative that the education of exceptional children should be an integral part of the educational programming for all children in public education. It is believed that all children are capable of successful learning experiences when instruction is designed to address the full range of their abilities.

The Cooperative is committed to the implementation of state and federal laws ensuring that students from birth through age 21 who are in need of special education will be identified, evaluated, and placed in appropriate educational programs. Such programming is best determined through the participation of parents and professionals in the placement committee process.

Special education programming should be provided in a continuum of alternative placements (instruction in regular classes, supplementary services to regular classes such as resource room and itinerant instruction, special classes, special schools, home instruction, and instruction in hospitals and agencies). Programming should include a combination of early intervention, academic and functional skill instruction, social skill development, and vocational training to prepare students for meaningful, productive living in the community. Related services and technological adaptations must be provided to enable students to benefit from these programs.

A reciprocal learning relationship exists between disabled students and their peers. The principles of inclusion should be followed to ensure that to the maximum extent appropriate, children in need of special education will be educated in regular classrooms with lifestyles, experiences, and social opportunities similar to their peers. To this end, access to the full curricular and co-curricular activities of the regular school setting must be assured with services available to assist students in acquiring skills or overcoming barriers.

To the extent appropriate, programs to assist students should be available in each school. When individual needs of children require placement outside the home school, alternate programs should be arranged as close to the student's home as possible, to enable the student to maintain involvement with their neighborhood and community.

### **Educational Philosophy and Cooperative Mission**

It is the vision of the Cornbelt Educational Cooperative to provide opportunities and challenges for each student to succeed as a lifelong learner in a changing world. The Cooperative values a highly trained and committed workforce, continually evaluating and improving their own and student performance. The Cooperative recognizes its role as a key contributor to the social, civic and economic foundation of the communities it serves.

In keeping with the Cooperative's vision, the Cooperative Board of Directors has adopted the following mission: **To educate and prepare each student to succeed in a changing world.**

Furthermore, the Cooperative believes that:

- 1) Schools should develop within students a desire and respect for learning as a lifelong process.
- 2) Instructional programs, activities, and methods of teaching in the schools must be diverse to meet individual needs, interests, abilities, and learning styles of students.
- 3) Educational opportunities and experiences should be provided for students to develop toward responsible citizenship undertaking roles of leadership and group participation.

- 4) Instructional programs should emphasize the development of the basic skills that include reading, writing, speaking, listening, observing, critical thinking, reasoning, problem solving, and logic.
- 5) Opportunities and experiences should be provided that encourage appreciation, the development of skills, and the exploration of talent in music, art, drama, and physical and practical arts.
- 6) A learning environment should be provided for students to acquire knowledge and skills to enhance their own physical and mental health, enabling them to accept in themselves and others the importance of feelings, dignity, and self-worth.
- 7) Students should be challenged through successful learning experiences at their ability level which will guide them in personal, social, ethical, moral, and psychological development.

Cornbelt Educational Cooperative

## **PART II - COOPERATIVE GOVERNANCE AND OPERATIONS:**

### **Board of Directors Operational Goals**

The Cooperative Board of Directors functioning within the framework of laws, court decisions, attorney general's opinions, and similar mandates from the state and federal levels of government and recognizing the authority of the state fulfills its mission as the governing body of the Cornbelt Educational Cooperative by acting as follows in the execution of its duties:

- 1) Enacts policy and shall concern itself primarily with broad questions of policy, rather than with administrative details. The application of policies is an administrative task to be performed by the Cooperative Director and his/her staff, who shall be held responsible for the effective administration and supervision of the Cooperative.
- 2) Provides for the planning, expansion, improvement, financing, construction or leasing, and maintenance of the Cooperative's physical office.
- 3) Prescribes the minimum standards needed for the efficient operation and improvement of the Cooperative.
- 4) Requires the establishment and maintenance of records, accounts, archives, management methods and procedures incidental to the conduct of Cooperative business.
- 5) Approves the budget, financial reports, audits, major expenditures, payment of obligations, and policies whereby the administration may formulate procedures, regulations and other guides for the orderly accomplishment of business.
- 6) Estimates federal revenues and applies a local shared assessments formula for the operation, support, maintenance, improvement and expansion of the Cooperative.
- 7) Approves staffing levels for the Cooperative.
- 8) Provides staff and instructional aids.
- 9) Evaluates Cooperative programs to determine their overall effectiveness.
- 10) Provides for the dissemination of information relating to the Cooperative for creating a well-informed public.

### **Board Member Authority and Responsibilities**

Each member school district of the Cornbelt Educational Cooperative shall appoint annually one of its school board members to serve as a member of the Cornbelt Educational Cooperative's Board of Directors for the purpose of governing the Cornbelt Educational Cooperative.

The Board of Directors has general charge, direction and management of the Cooperative and control and care of all property belonging to it. The Board of Directors may assess member school districts, borrow money, employ any necessary personnel, lease real and personal property, carry liability and other insurance, or in lieu of insurance, make other arrangements, including entering into agreements with others, which agreements may create separate legal or administrative entities, to protect and assist the Cooperative in meeting obligations arising from such acts or omissions for which the Board of Directors may be legally liable, purchase all necessary materials and equipment, purchase real property and erect necessary buildings for the operation of the Cooperative.



The chief function of the Board of Directors is to provide for the progress and welfare of all of the schools under its control, and to scrutinize the policies which govern its organization and operation. The Board of Directors functions only when it is convened in regular or special meeting which has been legally called. An individual Board member has no authority to speak for the Board of Directors unless such authority is delegated by the Board of Directors.

The Board of Directors is responsible for formulating policies for the general management of the Cooperative. It shall delegate administrative authority to the Cooperative Director, but shall be responsible to the member districts for the results produced.

- 1) The Board of Directors acts as a policy making body and through its own action legislates to make effective these policies.
- 2) The Board of Directors acts as an appraisal body rendering judgment upon recommendations that may come to it through its Director, its own members, or the public which concern the progress and improvement of the Cooperative.
- 3) The Board shall sit as a judicial body when the Director requests a hearing or on an appeal for any Cooperative employee or group of employees.

**The Board of Directors Shall:**

- 1) Select and elect a Director who is the chief executive officer of the Cooperative;
- 2) Adopt the annual budget for the support of the Cooperative;
- 3) Carefully deliberate on all issues to be considered. The majority action of the Board of Directors on a given issue should become the policy of the entire Board of Directors until such time as the question is again raised for consideration;
- 4) Act upon recommendations of the Director regarding matters of policy;
- 5) Appointment, transfer, and dismissal of all personnel;
- 6) Selection of curriculum and assessment materials;
- 7) Adoption of salaries for all employees of the Cooperative;
- 8) Pass upon the accounts and the audits of the business control of the Cooperative;
- 9) Study and pass upon the reports of the Director and his/her staff;
- 10) Interpret the program and represent the needs of the Cooperative before the Public; and
- 11) All other matters pertaining to the welfare of the Cooperative.

**Actions of Individual Board Member**

The Board of Directors for the Cornbelt Educational Cooperative has authority only when acting as a Cooperative Board legally in session. The Board of Directors shall not be bound in any way by any statement or action on the part of any individual Board member or employee except when such statement or action is in pursuance of specific instruction by the Cooperative Board of Directors.

### **Organization of the Cooperative Board**

At the annual meeting, the Cooperative Board shall organize by electing a President and Vice-President from its membership. The officers shall serve for a one year term.

A Business Manager and an attorney shall be employed or retained by the Cooperative Board of Directors at the annual meeting. The Business Manager and attorney are not voting members of the Cooperative Board of Directors function only in an advisory capacity as related to their specific duties.

### **President**

#### **The President of the Cooperative Board of Directors shall:**

- 1) Preside at all meetings of the Cooperative Board of Directors;
- 2) Countersign all warrants drawn by the clerk which have been authorized for payment by the Cooperative Board of Directors;
- 3) Sign all contracts or agreements approved by the Cooperative Board of Directors;
- 4) Appoint all committees of which he/she shall be an ex-officio member;
- 5) Confer with the Cooperative Director as may be necessary and desirable regarding Cooperative and related matters;
- 6) Call special meetings of the Cooperative Board of Directors; and
- 7) Be entitled to vote and discuss on all matters coming before the Cooperative Board of Directors.

### **Vice-President**

The Vice-President of the Cooperative Board of Directors shall assume the duties and responsibilities of the President in his/her absence.

### **Appointed Board Officials**

#### **The Business Manager of the Board shall:**

- 1) Keep an accurate record of the proceedings of the Cooperative. The official minutes shall be kept in safekeeping and shall be made available by the Business Manager or his/her designee to any citizen desiring to examine them during the hours when the office of the Business Manager is open;
- 2) Publish proceedings of the Cooperative Board of Directors as may be determined by the Cooperative and consistent with the laws pertaining to the official publication of minutes;
- 3) Assume responsibility for a detailed account of all the business of the Cooperative and prepare periodic and annual reports of the receipts and expenditures in the Cooperative;
- 4) Issue all warrants for the payment of verified bills, salaries, and contracts approved for payment by the Cooperative Board of Directors;
- 5) Prepare and distribute the agenda and other appropriate communications to Cooperative Board members in advance of the regularly scheduled meetings; and
- 6) Perform other duties as the Cooperative Board of Directors may require or as may be required by law.

### **Board Committees**

The President of the Board of Directors shall appoint Cooperative Board members to committees.

Committees shall report back to the Cooperative Board of Directors for final action.

The President of the Board of Directors and the Cooperative Director are ex officio members of all committees.

### **Regular Meetings of the Board of Directors**

Regular meetings of the Cornbelt Educational Cooperative will be held on the second Tuesday during the months of August, December, March, and May and may be changed by the Board of Directors to accommodate conflicts with other meetings or other unforeseen conditions. The time and place of the regular meetings will be designated by the Board of Directors at the organizational meetings. Public notice shall be given by posting the agenda in the Cooperative central office at least twenty-four (24) hours prior to the meeting.

### **Regular Meetings of the Advisory Board of Superintendents**

The Advisory Board of Superintendents shall meet on the third Wednesday of each month (excluding the month of July) and may be change by the Advisory Board of Superintendents to accommodate conflicts with other meetings or other unforeseen conditions. The time and place of the meetings will be designated by the Advisory Board of Superintendents at the organizational meetings. Public notice shall be given by posting the agenda in the Cooperative central office at least twenty-four (24) hours prior to the meeting.

### **Special Meetings of Either the Board of Directors or the Advisory Board of Superintendents**

Special meetings of either the Board of Directors or of the Advisory Board of Superintendents may be called by their respective Board President or in his/her absence the Vice-President, or a majority of the Board members. Notice stating the time and place of any special meeting and the purpose for its call, will be given to each Board member and the Director by the Business Manager, either orally or in writing, in sufficient time to allow each member's presence. No business other than that stated in the notice will be transacted at a special meeting. Local news media that have requested notice will be notified of the special meeting prior to the meeting. The public notice requirement for posting the agenda in the Cooperative central office at least twenty-four (24) hours prior to the meeting may be waived because of special circumstances.

Board meetings, including executive meetings, may be conducted by either Board by telephone conference call. Members shall be deemed present if they answer present to the roll call taken over the phone. No conference call can be used to conduct hearings.

### **Telephone Conference Call**

Board meetings, including executive meetings, may be conducted by either Board by telephone conference call. Members shall be deemed present if they answer present to the roll call taken over the phone. No conference call can be used to conduct hearings.

### **Agenda**

The Director and Business Manager for the Cooperative Board shall furnish the Cooperative Board of Directors and the Advisory Board members with an agenda of principle items of business at least twenty-four (24) hours before the meeting to which it applies.

### **Quorum**

A majority of the members of the entire Cooperative Board at any legally called meeting shall constitute a quorum. Likewise, a majority of the entire Advisory Board of Superintendents at any legally called meeting shall constitute a quorum.

Assent of a majority of the members of the Cooperative Board of Directors shall be required to take any official action. All official acts of the Board of Directors relative to motions or resolutions passed at meetings become effective at the time of such passage unless otherwise expressly provided therein. Likewise, the same requirements shall be followed at all Advisory Board meetings.

### **Cooperative Board Meetings**

For the general transaction of business, the standard parliamentary rules shall be observed; and, in case any disputed questions shall arise, **Parliamentary Procedure at a Glance** shall be taken as authority.

### **Order of Business**

The meeting shall include, but is not limited to, the following:

- **Call to Order** - The meeting shall be called to order and attendance of the Cooperative Board members shall be taken. If a quorum is not established, no business may be conducted.
- **Adoption of the Agenda** - During this portion of the agenda, Cooperative Board members may amend the agenda if desired and supported by a majority vote of the Cooperative Board. The revised agenda including any modifications is approved and guides the remainder of the meeting.
- **Approval of Minutes** - Action shall be taken to approve minutes of previous meeting(s) held. The unapproved minutes shall have been furnished to the designated legal newspaper of the Cooperative for publication.
- **Persons Wishing to Address the Cooperative Board** - Persons wishing to address the Board on Cooperative related items shall submit their name, address, and topic of discussion to the Business Manager of the Board. The President of the Board will request that person to state his/her name and address and to limit discussion to five minutes unless the Board members agree to extend the time frame.
- **Consent Agenda** - The Consent Agenda will include all regular monthly business, approval of payroll, approval of claims, bid awards, the finance report, the Business Manager's report, a consolidated report of trust and agency accounts, and authorizations and ratifications, and the personnel report. Any item in the consent agenda may be pulled from the agenda and placed as a separate item for discussion or action.
- **Action Items** - These items require a vote of the Cooperative Board to either approve or disapprove. An item may also be tabled for future consideration.
- **Discussion Items** - These items are items for discussion purposes by the Cooperative Board.

- **Director's Concerns** - Included in this portion of the agenda are topics for discussion which may be either new or unfinished business. The Board will consider written reports and/or hear testimony on subjects brought before the Board by the public, the Director, or Board members. The Board may acknowledge the discussion or act upon a motion in each case.
- **Superintendents' Concerns** - Included in this section of the agenda are concerns that member superintendents have regarding any portion of the overall operations of the Cooperative.
- **School Board Members' Concerns** - Included in this section of the agenda are concerns that members of the Board of Directors have regarding any portion of the overall operations of the Cooperative.
- **Adjournment** - A vote by of the Cooperative Board is required to end a meeting. Additionally, the vote to adjourn will also include the date, time and place for the next Cooperative Board meeting.

### **Minutes of Cooperative Board Meetings**

A complete record of minutes, including "yes" and "no" votes shall be kept of all meetings of the Cooperative Board of Directors and Advisory Board meetings. The minutes shall be reproduced in the minute's book of the Cooperative, thus becoming the permanent and official record of the action of the Cooperative Boards. This record shall be open to inspection by the public during regular office hours of the Business Manager.

Copies of Board of Directors Meetings and Advisory Board meetings shall be provided to all members ten (10) business days from the date of the Board meeting. In addition, the minutes from the Board of Directors meetings shall be published in the Cooperative's official newspaper as "unofficial minutes" within twenty (20) days from the date of the Board meeting. If no objections are raised within thirty (30) days from the date of the Board meeting, the published unofficial minutes shall be deemed approved. If an objection is raised to the President of the Board of Directors regarding the published unofficial minutes, a meeting shall be called for the purpose of hearing the objection and making a determination.

Copies of all Advisory Board meetings shall be distributed to all superintendents and Cooperative school Board members within ten (10) business days from the date of the meeting for acknowledgement at each school district's local Board meeting.

The Business Manager shall published in the official legal newspaper, a full account of the unapproved proceedings of the Board of Directors giving a detailed statement of all expenditures of money, with the names of persons to whom payment is made, and the service rendered or goods furnished. Any change or correction in the minutes shall be reflected in the minutes of the meeting at which the changes are made.

The Business Manager of the Cooperative or his/her designee shall verify and sign each legal publication submitted to the newspaper.

### **Public Participation at Cooperative Meetings**

Citizens of the Cooperative school districts have the expressed right and are encouraged to attend meetings of the Cooperative Board of Directors or Advisory Board to listen and observe the deliberations of its members. A Cooperative Board meeting, unless otherwise specified is a

legislative session. The purpose of such legislative sessions is to discuss, deliberate and, when appropriate, take actions on issues presented to the Cooperative Board by the Director or other Cooperative Board members. A Cooperative Board meeting for legislative purposes is not an open hearing on a topic or issue. A meeting established for the purpose of an open hearing on an issue is a meeting at which action is not taken and is designated as either a public hearing or a work session of the Cooperative Board. At a public hearing or at a Cooperative Board work session, the public is encouraged to participate. At either the public hearing or work session, the public may address the Cooperative Board without signing up prior to speaking. However, anyone addressing the Cooperative Board must give their name and address at the time they address the Cooperative Board. Action may only be taken at a legislative session of the Cooperative Board. The Cooperative Board may go into an open hearing during a legislative session at the discretion of the President.

### **Legislative Sessions**

At a legislative session of the Cooperative Board there are two opportunities to address the Cooperative Board. The first opportunity is at the agenda item entitled Persons Wishing to Address the Cooperative Board and the second opportunity is after an action has been presented to the Cooperative Board but prior to Board discussion of an action or a first reading of a policy item listed on the Cooperative Board agenda.

### **Persons Wishing to Address the Cooperative Board**

- This portion is available for persons wishing to address the Cooperative Board about a Cooperative related subject that is not listed on the Cooperative Board agenda of the meeting at which the person is addressing the Cooperative Board.
- The person is limited to five (5) minutes regardless of the number of subjects the person wishes to cover.
- A person wishing to address the Cooperative Board on a Cooperative related issue which is not on the agenda must sign up prior to the start of the meeting with the Business Manager of the Cooperative Board and give his/her name, address, and topic about which the person wishes to speak.
- The person may not give oral complaints regarding school personnel. Complaints regarding school personnel are to be addressed to the Director in private or in writing to the Director and Cooperative Board members.
- The person may not offer personal attacks against any individual.
- The Board President, at his/her discretion, may request the Director or another Cooperative Board member to respond to a person addressing the Cooperative Board immediately following the input or may direct the administration to respond in writing.

### **Public Input on Agenda Items**

- A maximum of ten (10) minutes of testimony will be permitted per agenda item. If more speakers sign up to speak to an issue than time is available, the President may request that each side of the issue select a person or two to speak to each side of the issue. At his/her discretion, the President may extend input on an item to a maximum of fifteen (15) minutes.

- Persons wishing to address the Cooperative Board regarding an item on the agenda will have an opportunity to do so after the Director has presented the item to the Cooperative Board but prior to the Cooperative Board addressing the agenda item.
- Persons wishing to address the Cooperative Board on an agenda item must sign up with the Business Manager of the Cooperative Board prior to the beginning of the meeting. Each person wishing to speak must give his/her name, address, and identify the agenda item and whether he/she will be speaking for or against the item. The Board President may waive the requirement that a speaker must sign up to address an agenda item prior to the beginning of the meeting. However, if the waiver is granted, the speaker must sign up with the Business Manager of the Cooperative Board prior to leaving the meeting.
- Individuals may address the Cooperative Board for a maximum of five (5) minutes on an individual agenda item.
- The person addressing the Cooperative Board on an agenda item may not engage in a debate with the Cooperative Board about the items. Each person is to state his/her position in a clear, concise manner. The person may ask for clarification on an item. As appropriate, the Cooperative Board President may authorize a Cooperative Board member or the Director to clarify the issue.
- Cooperative Board members may ask the person questions regarding the testimony offered.

If a person does not follow the guidelines for speakers, he/she may be denied the privilege of speaking before the Cooperative Board. Upon the first violation of the guidelines by a person, such person's privilege of speaking may be suspended for the remainder of the Cooperative Board meeting at which the violation occurs. If a person violates the guidelines a second time, the person's privilege of speaking before the Cooperative Board may be suspended for the remainder of that meeting and for the next Cooperative Board meeting. If a person violates the guidelines a third time, the length of the suspension may be at the discretion of the Board Chair, but may not exceed one year.

Notwithstanding the ability of the Cooperative Board to suspend a person's privilege to speak before the Cooperative Board, a person may always communicate with the Cooperative Board in writing.

#### **News Media Services at Cooperative Board Meetings**

Representatives of the local press and news media may attend meetings of the Cooperative Board.

#### **Cooperative Board Meetings**

The annual meeting of the Cooperative Board of Directors shall be the organizational meeting of the Board and will be held on the second Tuesday of August, unless otherwise designated by the Board at the prior regular meeting.

Regular meetings are scheduled to occur on the second Tuesday during the months of August, December, March, and May unless changed by an action of the Cooperative Board. The time of the regular meetings will be designated by the Board.

Special meetings may be called by the President or by the Vice-President in the President's absence, as necessary. Except for emergency situations, notification will be made at least one (1) week in advance of the special meeting.

Recessed meetings shall serve as a continuation of a regular or special meeting.

Executive or closed meetings shall be held only upon a majority vote of the members of such body present and voting, and discussion during the closed meeting is restricted to the purpose specified in the closure motion. Executive meetings may be held for the sole purpose of:

- 1) Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee. The term "employee" does not include any independent contractor;
- 2) Discussing the expulsion, suspension, discipline, assignment of or the educational program of a student;
- 3) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters;
- 4) Preparing for contract negotiations or negotiating with employees or employee representatives; and/or
- 5) Discussing marketing or pricing strategies by a Board or commission of a business owned by the state or any of its political subdivisions, when public discussion may be harmful to the competitive position of the business. However, any official action concerning such matters discussed in an executive meeting shall be made at an open official meeting.

### **Cooperative Review of Regulations**

The Cooperative Board shall delegate to the Director the function of specifying required actions and designing the detailed arrangements under which the Cooperative will be operated.

Such rules and detailed arrangements shall constitute the administrative regulations governing the Cooperative. They must be in every respect consistent with the policies adopted by the Cooperative School Board.

In the absence of applicable policy, the Director is authorized to establish needed regulations subject to later confirmation in policy, should the Cooperative Board so wish.

The Cooperative Board itself shall formulate and adopt administrative regulations only when specific state laws require Board adoption, and may do so when the Director recommends Board adoption in light of strong community attitudes, or probable staff reaction.

### **Cooperative Board Policy Process**

The Cooperative Board of Directors determines policy for Cornbelt Educational Cooperative.

Policies are written statements which express the will and intent of the Cooperative Board with regard to the operation of the Cooperative. These policies guide the Director and all the Cooperative employees in the day-to-day administration of the Cooperative.

Proposals regarding Cooperative policies may originate from several sources: a parent, a taxpayer, an employee, a member of the Cooperative Board, the Director, a professional consultant, or a civic group. Proposed policy statements or ideas must be submitted to the



Cooperative Board of Directors through the Office of the Director. It shall be the responsibility of the Director to bring these proposals to the attention of the Board. Prior to taking proposed policy to the Cooperative Board of Directors, the Director will research the issues involved, seeking guidance and assistance from the staff members and the Advisory Board of Superintendents.

### **Adoption, Amendment, Review, and Withdrawal of Policies and Emergency Action Upon A Policy**

#### **Adoption and Amendment**

Proposals for new policies and suggested revision of existing policies shall be submitted to all members of the Advisory Board and Board of Directors in writing prior to being placed on a Board of Directors meeting agenda.

Proposed policies or amendments shall be discussed at an Advisory Board meeting prior to being submitted to the Board of Directors.

New policies are “adopted,” and revised policies are “amended.” The Board of Directors may also choose not to approve new policy or revisions to existing policy.

If a policy inadvertently contains provisions that are in conflict with another policy, the provisions in the policy most recently adopted or amended will govern.

#### **Reviewed Policies**

When a proposed revision is not acceptable to the Board, the date of the rejection will be inserted on the policy.

#### **Withdrawal of Policy**

Policies and regulations may be withdrawn by Board of Directors by action when the policy or regulation is no longer necessary due to changes in statute, when it has become obsolete, or when another policy or regulation covers the material.

#### **Emergency Action Upon a Policy**

In an emergency situation, the Board of Directors may suspend a policy in order to adopt a new policy, amend a policy, or suspend a policy immediately.

All Cooperative Board of Directors shall receive written notification of an emergency situation prior to the Cooperative Board of Directors meeting at which the action will take place.

**PART III - CORNBELT EDUCATIONAL COOPERATIVE AGREEMENT:**

THIS AGREEMENT is made as of this 26<sup>th</sup> day of August 1987, among the school districts which have executed this agreement (the "Members") pursuant to the resolution of the Board of Education of each school district authorizing such execution.

**WITNESSETH**

**ARTICLE 1**

**CREATION, NAME, PURPOSES, AND POWERS**

- 1.1 There is hereby created and established as a legal entity, a Cooperative Educational Service Unit as authorized by current State Laws to exercise the powers, privileges and authority of the Members as herein provided.
- 1.2 The name of the Cooperative Educational Services Unit created and established by this agreement shall be the CORNBELT EDUCATIONAL COOPERATIVE (the "Cooperative").
- 1.3 The purpose of the Cooperative shall be to assist and provide member school districts with one (1) or more educational services.
- 1.4 The Cooperative will exercise the powers granted to its memberships by the laws of the State of South Dakota. To that end the members hereby delegate their respective powers accordingly.

**ARTICLE 2**

**MEMBERS**

- 2.1 The school districts which have approved this agreement and are members of the Cooperative are as follows:
  - Bridgewater-Emery School District #43-6                      Emery, SD 57332
  - Canistota School District #43-1                                Canistota, SD 57012
  - Freeman School District #33-1                                Freeman, SD 57029
  - Hanson School District #30-1                                 Alexandria, SD 57311
  - Marion School District #60-3                                 Marion, SD 57043
  - McCook Central School District #43-7                        Salem, SD 57058
  - Montrose School District #43-2                                Montrose, SD 57048
  - Parker School District #60-4                                  Parker, SD 57053
  - Tea Area School District #41-5                                Tea, SD 57064
- 2.2 Any school district which desires to join the Cooperative subsequent to the date of this Agreement shall indicate its desire by depositing with the President of the Board of Directors of the Cooperative a supplement to this agreement executed by such school district and a resolution of the Board of Education of such school district authorizing such execution in a form satisfactory to the Cooperative and in conformity with the applicable laws of the State of South Dakota. A school district shall become a member of the Cooperative upon approval of its executed supplement by a two-thirds (2/3) majority vote of the Boards of Education of the Members of the Cooperative.

- 2.3 Date for Admittance - Any school district who desires membership in the Cooperative shall submit a school board resolution of application prior to May 1. Upon approval of a two-thirds (2/3) majority vote of the Boards of Education within the Cooperative, admittance will become effective July 1.
- 2.4 Admittance Fee - The newly elected member school district will be assessed an admittance fee. This fee will be determined by computing the new member's total (K-12) student enrollment percentage of the total Cooperative (K-12) student enrollment. This percentage figure will be multiplied by the prior year's total local assessment contribution. The admittance fee will be one-fourth (1/4) of the prior year's local contribution or one (1) quarterly payment, plus the new members percentage multiplied by the assets on hand June 30. With the approval of the Division of Education a newly elected school district may option to apply its prior year unobligated IDEA Part B and Section 619 monies toward the admittance fee. The admittance fee shall be paid during the month of July in which such membership becomes effective.
- 2.5 Services provided - With the adoption of the annual budget, the Board of Directors shall determine the services provided to all member school districts. In addition, the Advisory Board of Superintendents shall have the authority to establish services within the Fiduciary Fund. These services shall be the financial responsibility of the member school districts participating. Non-member school districts seeking participation in shared services provide in the Fiduciary Fund must receive **prior** approval from the Advisory Board of Superintendents.

### **ARTICLE 3**

#### **ORGANIZATION, REPRESENTATION, AND OFFICERS**

- 3.1 The Cooperative shall be governed by a Board of Directors consisting of the same number of persons as there are members of the Cooperative. Each member school shall appoint one of their school board members to serve on the Board of Directors of the Cooperative. Each member schools' superintendent shall act as an advisor to the Cooperative. The Board of Directors of the Cooperative Board shall hold office for a term of one year or until a successor has been appointed and qualified.

#### **BOARD OF DIRECTORS**

- 3.2 Board of Directors shall elect a President and Vice-President from its membership and such other officers or agents deemed necessary, who may be Board of Directors.
- 3.3 The term of office for the President and Vice-President of Board of Directors shall be for one (1) year.
- 3.4 President of the Board of Directors may call special meetings as necessary. Except in emergency situations, notification will be made at least one (1) week in advance.
- 3.5 A simple majority of the appointed school Board members from the school districts within the Cooperative must be present to constitute a quorum for conducting business. Each Board of Director shall have one (1) vote per district, with a majority vote cast of the members present required for passage. Exception for amendments to Cooperative agreement, require a two-thirds (2/3) majority vote of the member districts.

- 3.6 The Board of Directors shall keep accurate minutes of all meetings and provide copies of such minutes to each member within ten (10) business days from the date of the Board meeting. In addition, the minutes of the meeting shall be published in the Cooperative's legal newspaper as "unofficial minutes" within twenty (20) days from the date of the Board meeting. If no objections are raised within thirty (30) days from the date of the Board meeting, the published unofficial minutes shall be deemed approved. If an objection is raised to the President of the Board of Directors regarding the published unofficial minutes, a meeting shall be called for the purpose of hearing the objection and making a determination.
- 3.7 In the event of a vacancy on the Board of Directors, the school Board of the member vacancy shall appoint a successor from its Board to fill the vacancy of the unexpired term.
- 3.8 The Board of Directors will meet four (4) times during a school year in the months of: May, August, December, and March, with times and dates to be determined at the August Board meeting.
- 3.9 The Board of Directors may employ one (1) of the member school districts Business Manager to serve as the fiscal agent for the Cooperative, or employ a Business Manager.
- 3.10 The Board of Directors shall meet to approve the employment of personnel, establish Board policy, adopt a budget, approve Board minutes, approve financial reports and claims, and conduct any other business deemed necessary for the successful operation of the Cooperative.
- 3.11 The Board of Directors may establish an Imprest account in an amount determined by the Board. The Imprest account shall be kept and used by the officer designated by the Board for advanced payment of claims requiring immediate payment, not to exceed the amount established by the Board of Directors. A detailed account of the expenditures from the Imprest account shall be presented at regular monthly Advisory Board and Board of Director meetings not to exceed the amount established by the Board of Directors with verified vouchers, itemized, and supported by receipt bills or other information as general evidence of payments, which shall be subject to audit. All expenditures from this account shall be listed with other bills in the regular Cooperative proceedings.
- 3.12 The Board of Directors may adopt by-laws for the Cooperative and amend the provisions of the agreement according to the amendment procedures in Article 4.

#### **ADVISORY BOARD OF SUPERINTENDENTS**

- 3.14 The Advisory Board shall consist of the superintendents from each member school district.
- 3.15 The Advisory Board of Superintendents shall elect from its membership a President and Vice-President for conducting meetings.
- 3.16 The term of office for the President and Vice-President of the Advisory Board shall be for one (1) year.
- 3.17 The Advisory Board will meet monthly excluding July, with times and dates to be determined by the Advisory Board.

- 3.18 The President of the Advisory Board may call special meetings as necessary. Except in emergency situations, notification will be made at least one (1) week in advance.
- 3.19 A simple majority of the member superintendents from within the Cooperative must be present to constitute a quorum for conducting business. Each superintendent will have one (1) vote per districts with a majority vote cast required for passage of a recommendation to the Board of Directors.
- 3.20 The Advisory Board of Superintendents shall supervise the operation of the Cooperative according to the policies and procedures adopted by the Board of Directors.
- 3.21 The Advisory Board shall keep accurate minutes of all meetings and shall provide copies of such minutes to each member within ten (10) business days of such meeting. Each member shall have their respective Board of Education acknowledge receipt of such minutes at their regular Board meeting and provide copies for public inspection.

#### **ARTICLE 4**

##### **AMENDMENTS**

- 4.1 This agreement may be amended by a two-thirds (2/3) majority vote of the school boards, provided that written notice has been submitted to the President of the Board of Directors fourteen (14) days prior to a Board of Directors meeting, and that the President has forwarded the proposed amendment to the member school districts at least seven (7) days before each districts next school Board meeting. All proposed amendments shall be submitted in writing to the President of the Board of Directors.
- 4.2 After a proposed amendment is passed by a two-thirds majority vote of the school boards within the Cooperative, the amendment shall be filed with the State Secretary of Education's Office.

#### **ARTICLE 5**

##### **FINANCING**

- 5.1 The Cooperative shall have no power to levy taxes, and shall be financed by the members. The members shall pay to the Cooperative their respective individual shares of monies provided under IDEA Part B and Section 619.
- Thereafter, the members will appropriate local special education monies as the Cooperative Board of Directors deem necessary in the adoption of the annual budget.
- 5.2 All Funds delivered to the Cooperative shall be expended in accordance with the policy adopted by the Board of Directors.
- 5.3 The Cooperative will provide each member with a report of its financial monthly basis.
- 5.4 The Cooperative will provide a proposed budget to each member not later than the February Board meeting. The budget shall set forth the anticipated expenditures and revenues for the succeeding school years, together with estimated funds each member will be required to appropriate to the Cooperative.

- 5.5 All grants applied for must be approved by the Advisory Board prior to being submitted. After the grant application has been applied for and the Cooperative has received notification from the requesting agency, the Board of Directors will make the final determination of approval prior to implementation.

## **ARTICLE 6**

### **WITHDRAWAL AND DISSOLUTION**

- 6.1 Any member school may withdraw from the Cooperative by action of its Board of Education. Notification for withdrawal shall be made prior to the first Monday in March of the current school term. Withdrawal shall become effective at the end of the school fiscal year in which notice of such withdrawal is given. Any district that withdraws shall lose all its vested rights to any financial assets held by the Cooperative and shall no longer be considered a member of the Cooperative.
- 6.2 Any member wishing to withdraw shall deliver to the President of the Cooperative Board of Directors a resolution from its Board of Education authorizing withdrawal from the Cooperative. Notification shall be in compliance with provisions of Article 6.1.
- 6.3 The Cooperative may be dissolved by a unanimous vote less one (1) of the member school boards. In the event that dissolution is determined, the President of the Board of Directors will instruct the Directors to take action to dissolve the Cooperative at the end of the school fiscal year during which such resolutions are adopted. The resolution to dissolve the Cooperative shall be made prior to the first Monday in March of the current school term.
- 6.4 In the event of dissolution as provided in Article 6.3, the Board of Directors shall terminate the affairs of the Cooperative promptly following the end of the school fiscal year. All property owned by the Cooperative shall be disposed of by the Board of Directors in accordance with current state law and upon settlement of all obligations, "including long term debts" of the Cooperative. All funds or property remaining in accounts shall be distributed to the remaining member school districts according to the current assessment percentage paid to the Cooperative for that fiscal year.
- 6.5 The Board of Directors shall forward all student records to the appropriate school in which each child has enrolled. Employee records and other pertinent records will be administered in accordance with the provisions of the laws of the State of South Dakota.

**ARTICLE 7**

**DISPUTE RESOLUTION**

- 7.1 In the event of a dispute under this agreement the following procedures shall be followed.
- 7.2 Level one - The dispute shall be filed in writing to the President of the Advisory Board of Superintendents. Within fifteen (15) business days from the filing of the dispute, the President of the Advisory Board shall call for a meeting of the Advisory Board for consideration of the dispute. All parties involved in the dispute shall have the opportunity to present their testimony to the Advisory Board of Superintendents for the purpose of resolving the dispute. The Advisory Board of Superintendents shall within five (5) business days after this meeting render its recommendation in writing to the party or parties involved in the dispute.
- 7.3 Level two - If the dispute is not satisfactorily resolved at level one, the party or parties involved in the dispute may within ten (10) days after receipt of the written recommendations at level one resubmit the dispute to the President of the Board of Directors. Within fifteen (15) business days from the filing of the dispute, the President of the Board of Directors shall call for a meeting of the Board of Directors for consideration of the dispute. All parties involved in the dispute shall have the opportunity to present their testimony to the Board of Directors for the purpose of resolving the dispute. The Board of Directors shall within five (5) business days after this meeting render a decision in writing to the party or parties involved in the dispute.
- 7.4 If the dispute is not satisfactorily resolved at level two, the party or parties involved in the dispute may within ten (10) business days after receipt of the written decision at level two resubmit the dispute to the Secretary of Education who will conduct a hearing according to current state law and render a decision that shall be binding upon all members.

**ARTICLE 8**

**TERMS AND EXTENSIONS**

- 8.1 This agreement shall be effective on the date hereof and shall be renewed on a year to year basis unless dissolved pursuant to Article 6.

## **PART IV - PERSONNEL POLICIES AND PROCEDURES:**

### **Personnel Goals/Priority Objectives**

The personnel policies of the Cooperative are an essential part of the program of services provided by the Cooperative for the member school districts.

Through its personnel policies, the Cooperative establishes conditions that will attract and hold the highest qualified personnel who will devote themselves to the education and welfare of our students. The Cooperative seeks to recruit and retain personnel in the Cooperative, who are committed to quality education, have high capabilities, and great probability of effectively implementing educational programs that result in increasing student achievement and learning.

Provisions for the implementation of adopted personnel policies should include channels of communication and procedures for the handling of professional and ethical problems, through which all persons or groups affected, may voice their opinions. The goals of the Cooperative's personnel policies include the following:

- 1) To develop and implement strategies and procedures for personnel recruitment, screening, and selection;
- 2) To develop a climate in which optimal staff performance, morale, and satisfaction are encouraged;
- 3) To provide for a team approach to education, including staff involvement in planning, decision making, and evaluation;
- 4) To provide attractive compensation and benefits as well as other provisions for staff welfare; and
- 5) To develop and use for personnel evaluation positive processes which contribute to the improvement of both staff capabilities and learning.

The Cooperative Director is directed to establish the procedures needed to keep personnel policies and the corresponding administrative regulations in the highest state of effectiveness to achieve the above purposes.

### **Priority objectives in support of stated personnel policies goals include:**

- 1) Annual review of all personnel staff assignments to ensure the most effective utilization possible of staff time and capabilities;
- 2) Review of job descriptions with updating by all employees and their supervisors;
- 3) Review and revision as necessary of the procedures and methods for recruiting, screening, selecting, and assigning personnel.



## HARASSMENT

The Cornbelt Educational Cooperative is committed to providing a learning and working environment free of unlawful harassment based on an individual's race, color, religion, creed, ancestry, gender, sexual orientation, national origin, disability, age, or other bias prohibited by law.

It shall be a violation of this policy for any student or any personnel of the Cornbelt Educational Cooperative to harass a student, any school personnel, or any visitor through conduct or communication of a sexual nature or communication disparaging a person's race, color, religion, creed, ancestry, national origin, gender, sexual orientation, disability, or age. For the purpose of this policy, "Cooperative personnel" includes Cooperative Board members, all Cooperative employees and agents, volunteers, contractors, or persons subject to the supervision and control of the Cooperative. This policy applies on all Cooperative and member school district property and to all Cooperative and member district sponsored activities at any location.

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

### **A. Definitions**

- 1. Harassment:** Harassment consists of physical or verbal conduct related to a person's race, color, religion, creed, ancestry, gender, sexual orientation, national origin, age, disability, or other bias prohibited by law when the conduct is so severe, pervasive, and objectively offensive that it:
  - a) Has the purpose of effecting or creating an intimidating, hostile, or offensive working or academic environment; or
  - b) Has the purpose or effect of substantially or unreasonably interfering with an individual's work performance which deprives the staff member access to employment or academic opportunities.
  
- 2. Sexual Harassment:** Sexual Harassment is any unwelcome sexual advance(s), request(s) for sexual favors and/or other verbal, physical, and/or visual contact(s) of a sexual nature, or communication of a sexual nature when:
  - a) Submission to such conduct or communication is made, either explicitly or implicitly, a term of a person's initial employment; or
  - b) Submission to or rejection of such conduct or communication by an individual is used as the basis for employment or educational decisions affecting the individual; or
  - c) Such conduct or communication has the purpose or effect of interfering with an individual's work or education, creating an intimidating, hostile, or offensive working or educational environment; or
  - d) Such conduct is so severe, pervasive, and objectively offensive that such conduct or communication has the purpose or effect of depriving the employee access to employment opportunities or benefits provided by the Cooperative or depriving a student of educational opportunities.

**Harassment may include but is not limited to:**

- a) Unwelcome verbal harassment or abuse based upon gender.
- b) Unwelcome pressure for sexual activity.
- c) Unwelcome, gender-motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of pupils by teachers, administrators, or other school personnel to avoid physical harm to persons or property.
- d) Unwelcome behavior or words, based upon gender, including demands for sexual favors, accompanied by implied or overt threats concerning the individual's employment or educational status.
- e) Unwelcome behavior or words, based upon gender, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status.

**B. Reporting Incidents of Harassment**

Any person who believes he/she has been the victim of harassment as defined above by a student or an employee of the Cooperative shall immediately submit a written report of the alleged acts to the Cooperative Director.

- 1) **Designated Personnel:** The Cooperative Director is the person designated by the Cooperative for receiving written reports of harassment. If the complaint involves the Director, the complaint shall be filed directly with the President of the Advisory Board.
- 2) **Submission of a Complaint or Report of Harassment:** Submission of a complaint or report of harassment will not affect the individual's employment or work assignments.
- 3) **Confidentiality:** The Cooperative will make attempts to respect the confidentiality of the complainant and the individual(s) against whom the complaint is filed as much as possible consistent with the Cooperative's obligations and the necessity to investigate allegations of harassment and take disciplinary action when the conduct has occurred.
- 4) **Procedure:** The complaining employee will be asked to put the facts surrounding the conduct in writing to the Director or Advisory Board President that includes the following: Complainant's name and address; date of the incident; type of harassment; description of the incident; name of any witnesses; what action, if any, has been taken; and signature of the complainant.
- 5) **Required Reporting:** If the accusations include possible criminal activity such as molestation, sexual battery, or similar contact, the Director or Advisory Board President shall comply with all mandatory state reporting requirements including, but not limited to, contact with the State Department of Social Services.

### **C. Investigation**

- 1) Upon receipt of a written report alleging harassment, the Director or Advisory Board President shall immediately authorize an investigation. This investigation may be conducted by Cooperative officials or by a third party designated by the Cooperative. The investigating party shall provide a written report of the status of the investigation within ten (10) business days to the Cooperative Director or Advisory Board President.
- 2) In determining whether alleged conduct constitutes harassment, the Cooperative should consider the surrounding circumstances, the nature of the advances, relationships between the parties involved, and the context in which the alleged incidents occurred.
- 3) The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigating party.
- 4) In addition, the Cooperative may take immediate steps at its discretion to protect the complainant, students, and employees pending completion of an investigation of alleged harassment.
- 5) During the investigation all parties directly involved in the complaint may have legal or other representation. If any party elects to be represented at any step of the complaint procedure, the name of the representative must be declared in writing to the Director or Advisory Board President within two (2) days of the filing of the complaint, notification of any investigation, or the filing of any appeal.

### **D. Cooperative Action**

- 1) Upon receipt of the recommendation that the allegations of the complaint constitute a violation of Cooperative policy, the Director or Advisory Board President will take such action as appropriate based upon the results of the investigation.
- 2) The results of the investigation of each complaint will be reported in writing and kept on file in the Cooperative office. The report shall include findings of fact and will document the disciplinary action taken, if any, as a result of the complaint.
- 3) The complainant will be advised of the Cooperative's decision in writing.
- 4) If either party is not satisfied with the written decision rendered from the investigation, he/she may appeal the decision in writing to the Director or Advisory Board President within ten (10) business days following receipt of the decision. The appeal must include the original complaint, a copy of the written decision, and a written statement as to the reason for appeal.
- 5) The Cooperative's legal counsel will review the appeal submitted, investigate the circumstances, and respond in writing within fourteen (14) business days of the appeal with a determination to uphold, modify, or reverse the decision. At the discretion of the Cooperative's legal counsel, an additional investigation may be conducted, including interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving

rise to the complaint. The appeal may include any other methods or documents deemed pertinent by the Cooperative's legal counsel.

- 6) If either party is not satisfied with the decision rendered by the Cooperative's legal counsel, he/she may request a hearing in executive session with the Cooperative Board of Directors. The request for a hearing must be submitted in writing to the Cooperative Board President within ten (10) business days following receipt of the Cooperative's legal counselor's decision. This appeal must include the original complaint, copies of the written decisions, and a written statement as to the reasons for appeal. The hearing will be scheduled within thirty (30) business days of the request for hearing. The parties involved will be notified in writing of the time and date of the scheduled hearing.
- 7) The Cooperative Board of Directors will render a decision in writing within ten (10) business days of the hearing.

#### **E. Prohibition against Retaliation**

The Cooperative will discipline any individual who retaliates against any person who reports alleged harassment or who retaliates against any person who testifies, assists, or participates in any investigation, proceeding, or hearing related to a harassment complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. Retaliation in itself is a violation of federal and state laws prohibiting discrimination and may lead to separate disciplinary action against an individual.

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

#### **F. False Charges**

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

#### **G. Uncomfortable Situations**

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

#### **H. Discipline**

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

## **DRUG-FREE WORK PLACE**

The Cornbelt Educational Cooperative requires a drug-free work environment. All employees are required to comply with this policy.

- 1) Employees will be informed of this policy and penalties for violation of this policy.
- 2) The Cooperative supports rehabilitation of employees with drug abuse problems except in those circumstances where drug use has created or could create the risk of injury or death to other employees or to students.
- 3) Drug-free awareness programs will regularly inform employees of drug abuse dangers and resources for counseling support.
- 4) Abuse (manufacture, distribution, dispersing, possession or use) of a controlled substance in the workplace is prohibited.
- 5) Employees must notify the Cooperative Director in writing within five (5) business days of any criminal conviction for a drug statute violation which occurred in the workplace.
- 6) Employees must notify the Cooperative Director in writing and cite circumstances in which the alleged use of a controlled substance by other employees has occurred in the workplace.
- 7) The Cooperative may require a blood test, urinalysis or other drug or alcohol testing of an employee suspected of using or being under the influence of a drug or alcohol.
- 8) Regular discipline measures will be used for violations of this policy. Discipline may include a reprimand, suspension, termination and referral for prosecution.

### **A. Definitions**

**“Legal drug”** includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

**“Illegal drug”** means any drug (a) which is not legally obtainable or (b) which is legally obtainable but has not been legally obtained. All substances listed in the Federal Control Substance Act, so called “designer drugs” which have not been included in the Federal Control Substances Act, and the misuse of other non-drug substances, such as glue, are covered by this definition. The term also includes prescribed drugs legally obtained but not being used for prescribed purposes.

**“Under the influence”** means for the purpose of this policy that the employee is affected by a drug or alcoholic substance, or the combination of a drug and alcohol, in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior or to obvious impairment of physical or mental ability such as slurred speech nor difficulty in maintaining balance. A determination of influence can be established by professional opinion, a scientifically valid test and, in some cases such as alcohol, by a lay person’s opinion.

**“Work place”** includes all property owned or leased by the Cooperative, all properties owned or leased by member districts of the Cooperative and at all sites in which Cooperative or member district activities are being conducted.

## **B. Assistance**

If an employee has a drug or alcohol problem and voluntarily seeks help to overcome the problem, assistance is available to the employee through the Cooperative insurance plan. An employee's decision to seek assistance will not be used as a basis for disciplinary action, nor will it be a defense to or a mitigating factor in the imposition of appropriate disciplinary action, including termination, where facts indicating a violation of this policy are obtained independent of the employee's pursuit of assistance.

## **C. Probable Cause**

I. The Cooperative may request a Cooperative employee to undergo drug and alcohol testing if there is "probable cause" that the employee is under the influence of drugs or alcohol during work hours. Probable cause means a reasonable belief based on specific facts and inferences drawn from those facts that an employee is under the influence of drugs or alcohol. There shall be "no random testing." Circumstances which constitute a basis for determining probable cause may include, but are not limited to:

- 1) A pattern of abnormal or erratic behavior which is so unusual that it warrants summoning a supervisor, department head or someone else for assistance.
- 2) Information provided by a reliable and credible source with personal knowledge.
- 3) Direct observation of drug or alcohol use.
- 4) Presence of the physical symptoms of drug or alcohol use, i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes.
- 5) Possession of substances in violation of the Cooperatives' drug and alcohol policy.

II. The employee may be asked to submit to blood and urine testing by a qualified medical physician or hospital at the Cooperative's expense and on Cooperative time. The employee may have a representative present during the discussion, if the employee so requests. Prior to testing, the Director shall secure a signed release statement from the employee to have the hospital/physician release medical information to the Cooperative.

The employee who refuses to consent to a drug and alcohol test when probable cause of drug and alcohol use has been identified may be subject to disciplinary action based upon the facts and circumstances that led to the probable cause.

III. A positive result from the drug and/or alcohol analysis confirming probable cause may result in disciplinary action.

The Cooperative Director, supervisors or member school district administrators are required to detail in writing the specific facts, symptoms or observations which form the basis for their determination that probable cause existed to warrant the testing of an employee.

## **D. Test Procedures**

The Cooperative will designate a hospital or clinic to provide the drug testing.

## **E. Confidentiality**

Information obtained on individuals as part of the drug screening test or pursuant to this policy will be disclosed only to those persons having legitimate need for it. Medical records pertaining to drug or alcohol use are confidential, and access to such records shall be in accordance with the Cooperative policy.

## **TOBACCO-FREE SCHOOLS**

The Cornbelt Educational Cooperative is dedicated to providing a healthy, comfortable, and productive environment for staff, students, and citizens. The Cooperative Board believes that education has a central role in establishing patterns of behavior related to good health and shall take measures to help its students to resist tobacco use. Materials related to tobacco use prevention are a part of the elementary and secondary curriculum. The Cooperative Board is concerned about the health of its employees and also recognizes the importance of adult role modeling for students during formative years.

Smoking and use of tobacco products by Cooperative employees or other adults shall be prohibited on all property leased or owned by the Cooperative and on all property leased or owned by member districts of the Cooperative, and at all activity sites in which the Cooperative or its member districts participate.

### **Use by Employees Prohibited**

The success of this policy will depend upon the thoughtfulness, consideration, and cooperation of smokers and non-smokers. All individuals on Cooperative or school premises share in the responsibility for adhering to and enforcing this policy.

#### **Staff:**

Any violation of this policy by staff shall be referred to the Director and will be subject to appropriate disciplinary policies including procedures for suspension and dismissal of staff.

#### **Other Adults:**

Other adults who are observed smoking or using tobacco products on any property owned or leased by the Cooperative or the member school districts, and at all activity sites in which the Cooperative or member districts participate will remind visitors of the smoke-free environment policy.

## **STAFF HEALTH**

The Cooperative Board recognizes its responsibility to provide a healthy environment for students and employees. The purpose of a communicable disease policy is to eliminate or minimize employee occupational exposure to blood and other disease transmitting sources.

The exposure control plan shall include universal precautions, routine hand washing, containers for sharps, disposal of contaminated materials, work area restrictions, routine decontamination of equipment and work areas, personal protective equipment, laundry procedures and employee training.

A Hepatitis B vaccination program and post exposure procedure shall be implemented.

Communicable disease reporting and exclusion from work of personnel whose attendance at work presents a significant risk to the staff member, other staff members or students shall be part of this policy.

To provide a healthy environment for both students and employees, the following shall be observed:

### **Exposure Control**

Universal precautions, routine hand washing, and preventative measures shall be practiced to eliminate or minimize exposure of Cooperative employees. Where potential occupational exposure remains after instituting these controls, personal protective equipment will be used. Employees found not in compliance shall be subject to disciplinary action. The following methods of compliance shall be observed:

- 1) Universal Precautions - Universal precautions shall be observed by all employees. This means all human blood and other potentially infectious materials shall be treated as if known to be infectious, regardless of the perceived status of the source individual.
- 2) Hand Washing - Readily accessible hand washing facilities with soap, warm water and paper towels are located in each school building in rest rooms and designated health care areas. Each employee assigned student oversight duties where hand washing facilities are not accessible shall be provided with antiseptic hand cleansers. Routine hand washing shall be practiced whenever exposed to contaminated materials and after glove removal.
- 3) Containers for Sharps - All contaminated sharps (including needles and syringe, lancets, etc.) used shall be discarded as soon as feasible in puncture resistant, leak proof containers which are labeled with the biohazard warning, color coded red and sealed prior to disposal.
- 4) Contaminated Supplies - Contaminated supplies shall be placed in plastic lined containers, closed, and disposed of in the daily trash in a larger plastic bag of sufficient strength to preclude bursting and tearing during handling, storage or transport.
- 5) Work Area Restrictions - In areas where there is reasonable likelihood of exposure to blood or other potentially infectious materials, employees shall not eat, drink, apply cosmetics or lip balm, or handle contact lenses. Food and beverages may not be kept in the same refrigerators, freezers, shelves, cabinets or on counter tops where blood or other potentially infectious materials are present.



- 6) Specimens - Specimens of blood or other potentially infectious materials shall be placed in a container which prevents leakage during the collection, handling, processing, storage and transport. Specimens taken for health evaluation or monitoring purposes shall be labeled and disposed of as soon as possible.
- 7) Contaminated Equipment and Areas - Cleaning with an EPA approved disinfectant product shall be done on a regular basis. All work surfaces shall be decontaminated after completion of procedure(s) and as soon as feasible following the occurrence of any blood or other potentially infectious material spill. Materials used for decontamination include the following:
  - a. Chlorine bleaches in properly labeled containers noting 1 to 10 solutions. Diluted solutions must be prepared fresh daily; and
  - b. EPA approved disinfectant cleaner.
- 8) Personal Protective Equipment - Protective equipment may include gloves, mouthpieces, resuscitation bags and/or disposable one-way ventilation devices. Appropriate equipment shall be selected and purchased with Cooperative funds in quantity sufficient to supply anticipated need.
- 9) Laundry Procedures - All laundry shall be considered as if contaminated with blood or other potentially infectious materials and shall be handled as little as possible, using universal precautions.

Student's personal clothing items replaced because they are soiled with urine, feces, vomit, etc., shall be handled using universal precautions. Soiled clothing shall be bagged and sent home with the student for home care or laundered at school using laundry procedures.

### **Hepatitis B Vaccine and Post-Exposure Procedure**

Employees in casual contact with Hepatitis B carriers in settings such as schools are at minimal risk, and vaccine is not routinely recommended for them. The Cooperative shall offer the Hepatitis B testing and vaccine series at no cost to those designated employees who are considered to have occupational exposure and in conjunction with post-exposure follow-up for all other employees who have an exposure incident involving blood or other potentially infectious material.

1) Hepatitis B Vaccine - The following job classifications may be expected to incur occupational exposure, and qualify for Hepatitis B testing and vaccine series:

- School health nurses;
- Secretaries who are assigned first aid duties;
- Special education teachers in self-contained classrooms of the developmentally delayed;
- Education assistants working with the developmentally delayed;
- Trainers in athletics;
- Designated coaches for first aid response;
- Custodians who are responsible for cleaning or disposing of blood or contaminated waste; and
- Other employees who are authorized by special situations and/or exposure.

Employees have the option to complete or refuse the Hepatitis B testing and vaccine series.

- 2) Post Exposure - Employees whose exposure to blood is infrequent shall receive post exposure prophylaxis if an exposure incident occurs. "Exposure Incident" is defined as "specific eye, mouth, other mucus membrane, non-intact skin, or parenteral contact with blood or other potentially infectious materials that results from the performance of an employee's duties."

An employee exposure incident shall be reported to the Cooperative Director as soon as possible.

### **Communicable Disease Reporting**

A Cooperative staff member who knowingly has contracted a communicable disease that may likely be transmitted in a Cooperative or school setting shall notify the Cooperative Director immediately. The Director shall report the disease to Health Services.

### **Exclusion Due to Illness**

A Cooperative staff member who has contracted a medically-diagnosed communicable disease may be excluded from the Cooperative or member school district work place. Any decision to exclude a staff member from the work place shall be made with the concurrence health services and the staff member's private physician if requested by the staff member. The decision shall be made on the basis that the staff member's admittance poses significant risk to the staff member, other staff members or student.

## **EMPLOYEES' PERSONAL PROPERTY**

The Cooperative shall provide reimbursement for personal property of any employee of the Cooperative if such property is stolen or destroyed by assault, theft, vandalism, riot or fire on the Cooperative premises or at any function of the Cooperative. Reimbursement will be provided, however, only if proper security measures have been taken by the owner to discourage theft or vandalism and if said property was of instructional value in the classroom or was damaged in the process of controlling discipline.

Any personal property being used in the instructional program must be registered with the Director for said instructional purposes and no claim for reimbursement shall be paid on unregistered property.

No claim will be considered in an amount less than five dollars (\$5.00), and in no event shall the liability of the Cooperative assumed exceed eight-hundred dollars (\$800.00) on any one occurrence per claimant. No claim shall be paid by the Cooperative unless the loss is not covered by valid and collectible insurance.

## **ACCEPTABLE USE OF COMPUTER NETWORKS BY COOPERATIVE EMPLOYEES**

### **Regulations:**

The use of the Cooperative or member district networks, inclusive of the Wide Area Network (WAN) and the Local Area Network (LAN) is a privilege, not a right. Guidelines are provided to make all users aware of the responsibilities associated with efficient, ethical, and lawful use of network resources. If a person violates any of these provisions, privileges may be terminated, access to the Cooperative or member district networks may be denied, and the appropriate disciplinary action shall be applied.

In compliance with federal law, the Cooperative and member districts shall operate a technology protection measure that blocks or filters internet access. The technology protection measure shall protect against access by adults and a minor to content that is abusive, obscene, profane, sexually explicit, threatening, and illegal or pertains to pornography. The Cooperative and member districts shall make every effort to restrict access to inappropriate materials and shall monitor the online activities of the end users; however, it is impossible to control all materials on a global network. Therefore, the Cooperative and member districts shall not be liable for the content or viewing of any materials not prepared by the Cooperative or member districts.

User accounts are considered the property of the Cooperative and members districts. The Cooperative and member districts expressly reserve the right at any time to review the subject, content and appropriateness of electronic communications or other computer files and remove them if warranted, reporting any violation to the school administration or law enforcement officials.

Persons using the Cooperative or member district networks shall have no expectation of privacy or confidentiality in the content of electronic communications or other computer files sent and received on the Cooperative or member district networks.

Digital information created, stored, or transferred on Cooperative or member school district equipment becomes and remains the property of the Cooperative or member school district.

The Cooperative and member districts do not guarantee that the networks will be uninterrupted or error-free; nor do they make any warranty as to the results to be obtained from use of the service or the accuracy or quality of the information obtained on or by the networks. Access to the networks is provided on an "as is" basis without warranties of any kind. Neither the Cooperative or member districts nor any of its agents or employees shall be liable for any direct, indirect, incidental, special, or consequential damages arising out of the use of or inability to use the network or out of any breach of any warranty.

Security of all networks connected to the Cooperative or member districts is a high priority. Anyone observing a security problem on the Cooperative or member district networks shall immediately notify the Cooperative Director or member district superintendent. Any person identified as a security risk or having a history of problems with other computer systems may be denied access to the Cooperative or member district networks.

**All Cooperative employees who use the Cooperative and member district computer networks shall:**

- 1) Be responsible for all use of the network under their accounts, regardless of whether access is gained with or without the person's knowledge and/or consent;
- 2) Immediately notify the Cooperative Director or member district's superintendent if they suspect any unauthorized use of their account. The person shall remain liable and responsible for any unauthorized use until the Cooperative or member district is notified of the suspected unauthorized use and has a reasonable opportunity to act upon such notice;
- 3) Not send, access, or retain any abusive, defamatory, obscene, profane, sexually explicit, pornographic, threatening, or illegal material;
- 4) Not use the Cooperative or member district network, which includes Cooperative and member district email and/or web pages, to solicit sales or conduct business. Users shall not set up web pages to advertise or sell a service;
- 5) Be responsible for any costs, fees, charges, or expenses incurred under the person's account number in connection with the use of the network except such costs, fees, charges, and expenses as the Cooperative or member district explicitly agrees to pay;
- 6) Not transmit copyrighted material without the express consent or authorization of the owner of the copyrights;
- 7) Not disclose their home address, phone number, or password;
- 8) Not disclose, use, or disseminate unauthorized personal information of another person;
- 9) Not intentionally damage equipment or software or intentionally attempt to harm or destroy data of another person. This includes, but is not limited to, "hacking" and the loading or creation of computer viruses;
- 10) Delete non-Cooperative or member district authorized or adopted software if disk-space or system conflict issues arise;
- 11) Abide by all Cooperative and member district policies and regulations when accessing personal email accounts, chat rooms, social networking sites or other forms of direct electronic communication via the Cooperative or member district networks;
- 12) Not install equipment on or make modifications to the Cooperative or member district networks without pre-authorization from the Cooperative Director or member school district superintendent, and the Cooperative or member school district Director of Technology services;
- 13) Not utilize proxy sites or other means to circumvent the Cooperative or member district filters; and
- 14) Understand that digital information created, stored, or transferred on Cooperative or member school district equipment becomes and remains the property of the Cooperative or the member district.

Approved December 19, 2008

## **STAFF PARTICIPATION IN POLITICAL ACTIVITIES**

Cooperative employees engaging in political activity shall make it clear that their utterances and actions are theirs as individuals and that they, in no manner, represent the views of the Cooperative.

Cooperative employees shall not engage in any political activity on Cooperative or school property or at any activity sponsored by the Cooperative or school district.

Employees seeking an extended leave of absence for campaigning, office holding, or other time-consuming responsibilities connected with government shall apply for such leave in writing. The Cooperative Director shall provide employees with a written answer to a request for political leave including salary arrangements.

Leaves of absence may be arranged for a definite period of campaigning. If not elected, the employee shall return to the position previously held.

Leaves of absence for the period of holding political office shall be arranged on an individual basis.

### **Political activities which are allowed include:**

- 1) Dissemination of information concerning school tax and/or bond elections;
- 2) Discussion and study of politics and political issues, when such discussion and study are appropriate to classroom studies, such as history, current events, and political science;
- 3) Student and employee elections and the campaigning connected with them; and/or
- 4) Dissemination of information and/or related activities by any non-profit, bipartisan political organization working for the improvement of education.

## **FAMILY AND MEDICAL LEAVE ACT**

The Cornbelt Educational Cooperative, in compliance with the Family and Medical Leave Act of 1993 (FMLA), will offer up to twelve (12) weeks of family/medical leave each year to employees who request time off for the following reasons:

- To care for newborn, newly adopted or foster children (the twelve (12) weeks leave must be taken within twelve (12) months of the date the baby is born, adopted, or entered into foster care);
- To care for a spouse, child or parent with serious health conditions; or
- When a serious health condition renders the employee unable to work.

The 12-month period is a rolling period measured backward from the date an employee uses or requests any FMLA leave.

FMLA uses the term weeks (not days) so if a paid holiday falls in a week an employee is on FMLA leave, it is treated just like another work day within that twelve (12) week period. (However, if using the allowable amount of paid sick, personal/vacation leave, the day would not be subtracted from the employees paid leave account.)

### **Eligibility**

An employee must have been employed for at least twelve (12) months and must be employed at least twenty (20) hours per week. The employee must have worked at least one-thousand-two-hundred and fifty (1,250) hours during the prior twelve (12) month period.

### **Serious Health Conditions**

Family or personal serious health condition is an illness, injury, impairment or physical or mental condition that involves: 1) inpatient care in a hospital, hospice or residential medical care facility or 2) a period of incapacity requiring absence from work, school, or other regular daily activity for more than three (3) days and the continuing treatment by a health care provider. A physician's verification for leave requested due to a serious health condition is required.

### **Certification must contain:**

- Date the serious health condition began;
- Probable duration of the condition;
- Appropriate medical facts regarding the condition;
- If the leave is based on care of a family member, a statement that the employee is needed to provide the care and an estimate of the amount of time said need will continue, required medical certification may apply to the family member as well;
- If the leave is based upon the employee's own serious health condition, a statement that the employee is unable to perform the functions of his/her job; and
- In the case of intermittent leave or a reduced schedule for planned medical treatment, the dates the treatment is expected and the duration of the treatment.

For serious health conditions of spouse, child or parent, Family Illness Leave, as defined in the working agreement, and vacation (if available) must be used. Once paid leave is used up, the remainder of the twelve (12) weeks of leave, less the paid leave days, may be unpaid.

For a serious health condition of the employee, Sick Leave and the ten (10) days available through the Sick Leave Assistance Plan (if available to the employee) and vacation (if available) must be used. Once paid leave is used up, the remainder of the twelve (12) weeks of leave may be unpaid.

### **Maternity Leave/Parent Leave**

For employees using Maternity Leave, any period before and after the birth in which a mother is not able to work for medical reasons is considered a serious health condition. Disability leave for the birth of a child is counted as part of the total twelve (12) weeks permitted by the FMLA for serious illness/care of a newborn.

If applicable, Adoption Parent Leave will constitute a portion of the twelve (12) weeks of Family Medical Leave. If available, vacation will constitute a portion of the twelve (12) weeks of Family Medical Leave. As with all use of FMLA leave, all available paid leave such as sick leave, personal leave, etc., must be used first and reduces the amount of unpaid FMLA leave to which the employee is entitled.

### **Intermittent Leave/Reduced Leave**

For employees with serious health conditions or caring for a spouse, child or parent with a serious health condition, leave may be taken intermittently when medically necessary as

verified by a physician. If an intermittent leave or a leave on a reduced schedule is requested, the Cooperative may require the employee to transfer temporarily to an available alternate position for which the employee is qualified, as long as the alternative position has equal pay and benefits.

### **Notice to Employer**

When the necessity for leave is foreseeable due to an expected birth or placement of a child, the employee must provide their employer with thirty (30) days' written notice or as soon as possible.

When the necessity for leave is due to a family members or the employee's own serious health condition and is foreseeable based on planned medical treatment, the employee must give thirty (30) days' written notice. When the need for leave is unforeseeable, written notice as soon as possible is required.

### **HEALTH CARE COVERAGE**

Cooperative payment of benefits will be for the duration of the leave at the same level and under the same conditions coverage would have been provided if no leave was taken. The employee's share of the premium must continue to be paid by the employee while on leave.

#### **A. Payment method**

The employee share for the following month is due the last business day of the previous month. Payment is to be submitted to the Cooperative Business Manager.

#### **B. Termination of Coverage**

Coverage will be terminated for an employee who fails to make the required payment within thirty (30) days of the due date.

#### **C. Reinstatement**

Upon return to work health insurance coverage will be reinstated without requiring the employee to meet any eligibility requirements.

#### **D. Employee does not return**

If an employee fails to return to work after the period of all leaves expire, the employer may recover the premiums the employer paid for coverage during the leave, (twelve (12) week) period unless the failure to return to work was beyond the control of the employee.

#### **E. Return to work**

Any eligible employee who takes leave is entitled to be restored to his/her old job or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment.

**CORNBELT EDUCATIONAL COOPERATIVE**  
**Application for Family or Medical Leave (FMLA)**

Name \_\_\_\_\_ Position \_\_\_\_\_

Current Address \_\_\_\_\_

Start date of Anticipated Leave \_\_\_\_\_

Expected Return to Work Date \_\_\_\_\_

Check reason for application:

- \_\_\_\_\_ Birth and first year care of newborn child
- \_\_\_\_\_ Adoption or foster placement of a child
- \_\_\_\_\_ Care for employee's spouse, son or daughter, or parent who has a "serious health condition"
- \_\_\_\_\_ Employee's own "serious health condition" that makes the employee incapacitated to perform his/her job requirements
- \_\_\_\_\_ To care for spouse, son, daughter, parent or next to kin of a covered service member with a serious injury/illness incurred in the line of duty on active duty.

Further explanation if needed:

**NOTE:** An employee requesting leave for the employee's serious health condition or the serious health condition of the employee's spouse, child or parent must submit a verifying medical certification from a physician within fifteen (15) days of application for leave.

I understand that a failure to return to work at the end of my leave period may be treated as a resignation unless an extension has been agreed upon and approved in writing by the Cornbelt Educational Cooperative.

\_\_\_\_\_  
Signature Date

**APPROVED BY:**

\_\_\_\_\_  
Supervisor's Signature Date

\_\_\_\_\_  
Director's Signature Date

Adopted: May 13, 2014



**NEW HIRE COMPENSATION PROCEDURES FOR  
SPEECH-LANGUAGE PATHOLOGISTS/PRESCHOOL TEACHERS AND  
OTHER SPECIAL EDUCATION TEACHERS**

**Base Salary for (No experience) 179 Days**

<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>SPECIALIST</b>
<b>36,000</b>	<b>36,400</b>	<b>38,400</b>	<b>38,800</b>	<b>40,800</b>

**PROCEDURES FOR DETERMINING COMPENSATION FOR NEW HIRE  
PATHOLOGISTS AND PRESCHOOL TEACHERS WITH EXPERIENCE**

New hire Pathologists and teachers with experience will be assigned the same salary as current Pathologists and teachers receive based on their educational training and years of experience.

If there are no current Pathologists or teachers with like educational training and years of experience as the new hire Pathologist or teacher, the Director may assign the new hire Pathologist or teacher a salary between two Pathologists or teachers with more and less experience than the new hire Pathologist or teacher.

The Board of Directors for the Cornbelt Educational Cooperative recognizes at times that certain special education positions are difficult to fill, either by the nature of the training required or by the laws of supply and demand for that position.

The Board of Directors therefore, reserves the right to give newly hired special education personnel additional compensation when these circumstances occur.

The Board of Directors also reserve the right to have the newly hired special educators salary remain set until other special educators with the same training and experience can be compensated at the same salary level as the newly hired special educator.

Adopted May 14, 2013

### **SALARY INCREMENT FOR ADDITIONAL GRADUATE COURSES COMPLETED**

All certified employees of the Cornbelt Educational Cooperative shall be eligible for a four-hundred dollar (\$400.00) increment to their annual salary for completion of additional graduate courses taken beyond their current status provided they comply with the following requirements:

- 1) Courses taken must be approved graduate courses in the employee's major field of employment or must be graduate courses in an approved program of study leading toward an advanced degree in the employee's major field of employment;
- 2) The increment levels are: B.A. +15; M.A.; M.A. +15/Specialist; and Doctorate;
- 3) The four-hundred dollar (\$400.00) increment is not retro-active, it only applies to additional changes in academic preparation (course work) from the employee's last contract. For example, if the employee's current status is B.A. +18 hours of approved graduate credit he/she would have to obtain an M.A. degree to receive the a four-hundred dollar (\$400.00) increment. Conversely, if the employee's current status is B.A. +10 hours of approved graduate credit he/she would have to obtain five (5) additional graduate credits as described in requirement #1 to qualify for the a four-hundred dollar (\$400.00) increment; and
- 4) All certified teachers requesting the a four-hundred dollar (\$400.00) increment must submit official transcripts citing completion of additional graduate courses to the Cooperative Director prior to September 1, in the year they are requesting the increment to be added to their annual salary.

## **NEW HIRE COMPENSATION POLICY FOR PARA-PROFESSIONALS**

### **A. Base Salaries (with no experience):**

- 1) Para-professionals with a high school diploma and praxis certified or an associate's degree shall be compensated at a rate of eleven dollars and twenty-five cents (\$11.25) per hour.
- 2) A certified teacher working as a Para-professional shall be compensated at a rate of twelve dollars and twenty-five cents (\$12.25) per hour.

### **B. Procedures for determining compensation for New Hire Para-professional with experience:**

- 1) New Para-professionals with experience will be assigned the same salary as current Para-professionals receive based on their educational training and years of experience.
- 2) If there are no current Para-professionals with like educational training and years of experience as the new hire Para-professional, the Director may assign the new hire Para-professional a salary between two (2) Para-professionals with more and less experience than the new Para-professional.
- 3) The Board of Directors for the Cornbelt Educational Cooperative recognizes at times that certain Para-professionals positions are difficult to fill, either by the nature of the training required or by the laws of supply and demand for that position. The Board of Directors therefore, reserves the right to give newly hired Para-professionals additional compensation when these circumstances occur.
- 4) The Board of Directors also reserve the right to have the newly hired Para-professional's salary remain set until other Para-professionals with the same training and experience can be compensated at the same salary level as their newly hired Para-professional.

### **C. Other Compensation Procedures:**

- 1) Para-professional who work a full day at one (1) school site shall be compensated for a total of seven and one half (7 1/2) hours per day.
- 2) Para-professionals who work twenty (20) hours or more per week are eligible to receive fifty percent (50%) of the Cooperative single health/dental insurance premium if they elect to enroll in the Cooperative's health/dental insurance program.
- 3) Mileage reimbursement for use of own vehicles in conducting Cooperative business will be forty-seven (47) cents per mile. Adopted: May 13, 2014

A home office is declared by the Director for each employee. Mileage shall be paid from the employee's designated home office to other school sites and back, for the consideration of Cooperative business. The mileage will be paid from an approved mileage chart.

For approved Cooperative services provided outside of an incorporated area (town/city), mileage shall be paid to that employee. Mileage reimbursement shall not be received if the staff member travels from school building to school building within an incorporated area.

Approved May 11, 2010

**SPEECH-LANGUAGE PATHOLOGISTS AND EARLY CHILDHOOD SPECIAL EDUCATION  
TEACHERS EXTENDED SCHOOL YEAR (ESY) STAFFING POLICY**

- 1) All Speech-Language Pathologists (SLPs) and Early Childhood Special Education teachers (ECSE) shall be responsible for providing ESY services at their assigned school district(s), if needed.
- 2) Currently employed, temporarily employed, or new-hire SLPs and ECSE teachers may volunteer to provide ESY services in any school district in the Cooperative, as needed.
- 3) In the event an SLP or ECSE teacher has an unforeseen personal or family medical emergency preventing them from fulfilling their ESY assignment, immediate written notification shall be given to the Cooperative Director for consideration of an exception to the ESY Staffing Policy.
- 4) **Compensation for ESY Services**
  - a. SLPs and ECSE teachers working in the ESY Early Childhood setting will be compensated at a rate of one-hundred and thirty dollars (\$130.00) per preschool session. (A session shall consist of three point five (3.5) hours of services.) The three point five (3.5) hour session includes both direct instruction/therapy and indirect service time. Indirect service time includes onsite preparation time, clean up time after the session, phone calls to parents and other communication and record keeping responsibilities. In addition to the three point five (3.5) hours per session, SLPs and ECSE teachers shall be compensated for round trip driving time from their home to the school or service setting at a rate of twenty-five dollars ( \$25.00) per hour plus mileage reimbursement for use of own vehicle according to the Cooperative mileage reimbursement rate.
  - b. Speech-Language Pathologists and Early Childhood Special Education teachers providing individual/group direct therapy or instruction will be compensated at a rate of ten dollars (\$10.00) per unit for each therapy session (1 unit = 15 minutes) and twenty dollars (\$20.00) per day for indirect service time. Indirect service time includes onsite preparation time, clean up time after the session, phone calls to parents and other communication and record keeping responsibilities. SLPs and ECSE teachers shall also be compensated for round trip driving time from their home to the school or service setting at a rate of twenty-five dollars (\$25.00) per hour plus mileage reimbursement for use of own vehicle according to the Cooperative mileage reimbursement rate.
  - c. Speech-Language Pathologists will be compensated for up to two (2) therapy sessions for a child who does not attend a scheduled therapy session. After two (2) absences the district administration shall notify the child's parents or guardian that the SLP has removed the child from scheduled ESY therapy services.

5) **Compensation for Home-Based Prolonged Birth-3 Children**

SLPs and ECSE teachers providing home-based ESY services for prolonged Birth-3 children shall be compensated at a rate of fifty dollars (\$50.00) per home visit, which includes both direct instruction/therapy and indirect service time. Indirect service time includes onsite preparation time, clean up time after the session, communications with the parents and other communication and record keeping responsibilities. SLPs and ECSE teachers will also be compensated for round trip driving time from their home to the child's home or other approved setting at a rate of twenty-five dollars (\$25.00) per hour plus mileage reimbursement for use of own vehicle according to the Cooperative's mileage reimbursement rate.

Approved May 12, 2009

6) **Compensation for Evaluations During Non-Contract Days**

With approval from the Director, SLPs and ECSE teachers shall be compensated at a rate of ten dollars (\$10.00) per unit (1 unit = 15 minutes), not to exceed twelve (12) units, for completion of an early childhood or speech and language evaluation during non-contract days. Compensation for evaluation report writing shall be ten dollars (\$10.00) per unit (1 unit = 15 minutes), not to exceed four (4) units. SLPs and ECSE teachers will also be compensated for round trip driving time from their home to the child's home or other approved setting at a rate of twenty-five dollars (\$25.00) per hour plus mileage reimbursement for use of own vehicle according to the Cooperative's mileage reimbursement rate.

7) **Compensation for Attending Special IEP/IFSP Meetings or Special Training Sessions to Implement a Student's IEP/IFSP during Non-Contract Days**

With approval from the Director, SLPs and ECSE teachers shall be compensated a rate of twenty-five dollars (\$25.00) per hour for attending special IEP/IFSP meetings or training sessions during non-contract days. SLPs and ECSE teachers will also be compensated for round trip driving time from their home to the child's home or other approved setting at a rate of twenty-five dollars (\$25.00) per hour plus mileage reimbursement for use of own vehicle according to the Cooperative's mileage reimbursement rate.

6) and 7) Approved May 11, 2010

### **TERMINATION OF CERTIFIED EMPLOYEE CONTRACT POLICY**

If no mutual consent as to termination of a certified employee's contract exists and if the certified employee initiates the termination of a contract prior to its terminal date, the parties agree that damages will occur to the Cooperative, although the actual amount may be extremely difficult to determine. Accordingly, acting pursuant to SDCL 53-9-5, the Cooperative shall collect from the certified employee sums of money according to the following schedule:

- 1) If such termination occurs from the date of approval by the Cooperative Board to May 31, five-hundred dollars (\$500.00) as liquidated damages; or
- 2) If such termination occurs from June 1 to June 30, two-thousand-five-hundred dollars (\$2,500.00) as liquidated damages; or
- 3) If such termination occurs from July 1 to July 31 three-thousand dollars (\$3,000) as liquidated damages; or
- 4) If such termination occurs from August 1 to the End of the Current School Calendar - three-thousand-five-hundred dollars (\$3,500) as liquidated damages.

Additionally, the assessment and collection of liquidated damages shall preclude the Cooperative from utilization of the provisions of SDCL 13-42-9 dealing with the revocation or suspension of a certificate. The Cooperative has full discretion to determine whether it wishes to pursue damages or seek suspension of the certificate/licensure.

Adopted May 12, 2015

### **COOPERATIVE SERVICE CALENDAR**

The annual Cooperative Service Calendar for Early Childhood Special Education teachers, Speech-Language Pathologists, and other certified teachers shall be one-hundred and seventy-nine (179) business days that includes one (1) pre-service day, one (1) post-service day, and two (2) parent teacher conference days. For additional days worked beyond the one-hundred and seventy-nine (179) day service calendar, teachers and therapist may elect compensation days off or financial reimbursement. All other Cooperative employees shall have their work days specified on their individual employment contracts.

Adopted December 11, 2001

### **CREDIT CARD AND PURCHASE CARD USE**

The Cooperative is committed to using its financial resources wisely. The Board recognizes that credit cards and purchase cards may provide employees with a convenient payment option, particularly in emergency situations, and may also improve business office efficiency. The Board authorizes the use of credit card or purchasing cards for official district purchases and acquisitions. It shall be the responsibility of the business manager to authorize and control the use of credit and purchasing cards, subject to the Board's final approval of payments.

The Director has the authority to revoke use of any credit card if use becomes other than which it was originally intended. If the Director revokes use of the card, the card shall be surrendered to the business manager or designee.

Adopted March 10, 2015

### **MILEAGE, MEALS, LODGING, AND TRAVEL REIMBURSEMENT DEADLINES**

- 1) All claims for mileage reimbursement for conducting Cooperative business must be submitted to the business office by **the first day of each month within sixty (60) days** of incurring the travel related expense in order to be considered for payment.
- 2) All claims for mileage, meals, lodging, and travel reimbursement for professional development training must be submitted to the business office **within sixty (60) days** of incurring the travel related expense in order to be considered for payment.
- 3) For all travel related expenses occurring in May or June, reimbursement claims must be submitted to the business office prior to **June 30** in order to be considered for payment.

### **MILEAGE REIMBURSEMENT**

Mileage reimbursement for use of own vehicles in conducting Cooperative business will be forty-seven (47) cents per mile.

Adopted May 13, 2014

A home office is declared by the Director for each employee. Mileage shall be paid from the employee's designated home office to other school sites and back, for the consideration of Cooperative business. Mileage reimbursement will be paid from an approved mileage chart. For approved Cooperative services provided outside of an incorporated area (town/city), mileage shall be paid to that employee. Mileage reimbursement shall not be received if the staff member travels from school building to school building within an incorporated area.

### **MEALS AND LODGING REIMBURSEMENT**

Employees seeking reimbursement for meals, lodging, and travel for attending approved professional development training shall submit their requests to the Cooperative Director a minimum of two (2) weeks prior to the activity. The costs presented shall be reviewed and the Director shall make a determination within one (1) week of the request. Cost figures for **in-state** meals and lodging shall be at the rate established by the state of South Dakota. Mileage reimbursement for use of own vehicles in conducting Cooperative business will be forty-seven (47) cents per mile. Cost figure for meals and lodging for **out-of-state** travel will be reviewed in light of reasonable rates for that geographic location. On non-overnight trips, no meal reimbursement will be provided. If, however, a business meal occurs, meal reimbursement may be requested. The actual amount, up to the maximum per meal, will be allowed. A business meal requires that clients or associates eat with the staff member and conduct Cooperative business during the meal. Receipts for business-related meals on non-overnight trips must be attached to the travel reimbursement form in order to be considered for payment. Only expenses essential to the purpose of the trip will be reimbursed. Expenditures for telephone calls home, entertainment and similar expenses are personal in nature and are not reimbursable.

Adopted December 11, 2011

## **HEALTH AND DENTAL INSURANCE BENEFITS**

The Cooperative shall pay the single monthly rate toward the Cooperative's sponsored group health/dental insurance plans for all eligible employees. The Cooperative will pay fifty percent (50%) of a single health/dental monthly premium for paraprofessionals working more than twenty (20) hours per week electing to participate in the plan.

Continuation of Coverage under Federal COBRA Law: The group health insurance plan will be in compliance with the rules and regulations set forth in the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). An employee may elect to participate in the Cooperative group health plan based on the plan's COBRA premiums for a limited time (eighteen (18) months - thirty-six (36) months) due to employment termination (not including gross misconduct), reduction in force, reduction in hours, disability, or as a result of any other qualifying event identified under COBRA.

Option of Continue Health Plan Coverage for Retirees: An eligible retired employee or qualified spouse may purchase the Cooperative's group health plan coverage until they attain the age of sixty-five (65). Qualified dependents include the employee spouse, if not divorced or legally separated from the employee, unmarried dependent children up to age nineteen (19), unless the dependent child is a full-time student. The dependent full-time student's eligibility for participation will end when the student attains the age twenty-five (25).

### **Continuation of Coverage May Be Terminated or Denied for the Following Reasons:**

- Coverage under another health plan is acquired;
- The contribution for continuation coverage is not paid on time;
- Entitlement or enrollment in Medicare;
- The Cooperative no longer provides group health coverage; and/or
- The employee's continuation period ends.



## **SICK LEAVE**

All full-time certified employees of the Cornbelt Educational Cooperative may earn and accumulate sick leave up to a maximum of sixty-five (65) days in the following manner:

- 1) During the first year of employment, each certified employee will be granted ten (10) days of sick leave upon his/her first day of employment with the Cooperative;
- 2) Each certified employee, who is in other than his/her first year of employment and who has not accumulated sixty-five (65) days of sick leave may earn one (1) day of sick leave each month September through June in which no sick leave is taken;
- 3) Each certified employee who has accumulated his/her maximum number of sick leave days, may accumulate additional sick leave days only to restore his/her maximum number of sick leave days to sixty-five (65) days;
- 4) In the event that a certified employee shall utilize more than his/her earned or accumulated sick leave in any school term such employee shall have deducted from his/her last pay check a sum which represents 1/179<sup>th</sup> (or the number of work days specified in the employee's contract) of that employee's annual salary for each sick day used in excess of his/her earned or accumulated sick leave;
- 5) Any certified employee who shall exceed his/her earned or accumulated days of sick leave for a verified illness may be required by the board of directors to take a leave of absence without pay from his/her position. Such leave of absence will be consistent with FMLA;
- 6) If a certified employee is claiming sick leave of more than five (5) consecutive school days, except in the case of maternity disability which shall be more than nine (9) consecutive weeks (from the birth of the child), he/she must provide the Director with a physician's statement to verify sick leave beyond the limits stated (see FMLA policy about sick time and FMLA running concurrently);
- 7) Sick leave may be used for sickness of the immediate family, defined as such: children, husband, or wife. Accumulated sick leave may be used for other serious and/or critical sickness of the following members of said employee's family: mother, father, brother, sister, mother-in-law, father-in-law, or any permanent member of the employee's household. Absence from teaching because of sickness shall be deducted from the accumulated sick leave regardless of whether or not a substitute teacher is hired; and/or
- 8) All Cornbelt Cooperative employees having accrued sixty-five (65) days of sick leave are eligible for a reimbursement of seventy dollars (\$70.00) per day each unused sick leave beyond the accrued sixty-five (65) days. The maximum number of days eligible for reimbursement is ten (10) days per year. Reimbursement shall be made in the month of June. A Cooperative employee terminated for cause, shall not receive any reimbursement for unused sick leave.

### **Sick Leave Bank**

If a full-time employee's accumulative sick leave has been used, the employee may borrow from the Sick Leave Bank as explained below:

The Cooperative initially has established a bank of thirty (30) days of sick leave (non-accumulative) which may be borrowed from up to a maximum of ten (10) days per employee per year until the thirty (30) days are used. The days may be borrowed according to the following rules:

- 1) Employees who use their ten (10) days sick leave and their accumulative sick leave may then borrow up to ten (10) additional days from the bank;
- 2) All sick leave benefits must be expended prior to using sick leave bank days; and
- 3) A sick leave bank **Form A** must be filled out by the employee and approved by the Director and the designated representative of the Preschool Teachers, Speech-Language Pathologists group within ten (10) days upon returning to work from sick leave.
- 4) Repayment to the bank shall be as follows:
  - From the first day of May, until the first day of August, all full-time employees shall be allowed to donate day(s) from their accumulated sick leave by completing **Form B**;
  - The employee shall reimburse the bank to repay the days borrowed during the school year. These days may be repaid over the period of employment with the Cooperative. Other employees may also repay those days for the borrower, from their own personal accumulated sick leave;
  - If not enough days are collected for borrowed sick bank days, the days contributed shall be divided evenly among those owing the bank. The remainder of the days borrowed shall be deducted from future sick leave days;
  - If more days are donated than are needed, the remaining days shall be applied to the thirty (30) days needed for the bank the next school year;
  - Employees leaving the system shall not be allowed to donate days or to use donated days to pay back any borrowed days from the bank; and
  - If an employee leaves the Cooperative before reimbursing the sick bank for days borrowed, the Cooperative shall subtract  $1/179^{\text{th}}$  of the employee's base salary times (x) the number of days owed. This amount shall be subtracted from the employee's last check (or checks in equal amounts).

**FORM A**

**CORNBELT EDUCATIONAL COOPERATIVE SICK LEAVE BANK REQUEST**

**SICK LEAVE BANK:** If an employee's accumulative sick leave has been used, the employee may borrow from the Sick Leave Bank.

**Employee's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Day(s) Requested** \_\_\_\_\_

**Date of Leave** \_\_\_\_\_

**Reason** \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **Approved** \_\_\_\_\_ **Disapproved**

Signature designated representative of Preschool Teachers and Speech/Language Pathologists group:

\_\_\_\_\_ **Approved** \_\_\_\_\_ **Disapproved**

**Director's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

=====

**OFFICE USE ONLY:**

\_\_\_\_\_ Available Days in Sick Leave Bank.

\_\_\_\_\_ Sick Leave Bank Days Previously Approved for this Staff Member for the Current Year.

**FORM B**

**SICK LEAVE BANK DONATION**

**(To be completed by the Employee and given to the Office Manager.)**

**EMPLOYEE'S NAME** \_\_\_\_\_  
**Please print**

**Total number of days to be donated.....** \_\_\_\_\_

**Employee's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

=====

**OFFICE USE ONLY:**

**(To be completed by the Office Manager.)**

**Total number of accumulated leave days.....** \_\_\_\_\_

**Total number of days to be donated.....** \_\_\_\_\_

**Total number of accumulated days remaining.....** \_\_\_\_\_

**Office Manager's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

### **BEREAVEMENT LEAVE**

- 1) Leave of one (1) day shall be allowed to attend the funeral of others close to the teacher. This day so missed will be taken from the teacher's sick leave or accumulated sick leave.
- 2) Five (5) days if necessary, may be allowed for each death in the teacher's family. These days shall be taken from the teacher's accumulative sick leave. Teacher's family shall be defined as: parent, child, husband, wife, brother, sister, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandparent, or any other member of the teacher's household.

### **JURY DUTY**

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

### **PERSONAL LEAVE**

- 1) All full-time employees may be granted up to three (3) days of personal leave. Arrangement for personal leave shall be made forty-eight (48) hours in advance. Permission shall be approved by the Director. Personal leave requested during the last twenty (20) business days of the school term may be granted only in case of necessity as determined by the Director.

The forty-eight (48) hours of advance arrangement may be waived only in cases of necessity as determined by the Director. Arrangements for personal leave shall be made six (6) to eight (8) hours in advance in cases of necessity.

- 2) The Cooperative shall pay one-hundred dollars (\$100.00) per day for each day of unused personal leave. The reimbursement shall be paid in the month of June.

## **MILITARY LEAVE OF ABSENCE POLICY**

The Cooperative will grant military leave to employees on duty with a uniformed service in accordance with applicable state and federal law. Employees requesting military leave are required to provide written notice as soon as practicable following notification of military call up or reservist duty, unless precluded by military necessity.

Military leave exceeding fifteen (15) days is unpaid leave. Employees may use any accrued vacation or similar leave during the period of service exceeding fifteen (15) days.

While on military leave, the employee will receive the same benefits as other employees on leave, as well as the following:

- 1) The employee may continue enrollment in the Cooperative's health insurance plan for the period of the military leave up to five (5) years. During the first eighteen (18) months of leave, the employee may be required to pay any employee contribution required of other employees on a leave of absence. If the leave extends beyond eighteen (18) months, the employee will be required to pay not more than one-hundred and two percent (102%) of the full premium;
- 2) Upon return from military service, the Cooperative will give retroactive employer contributions to the Public Employees Retirement System on the same basis as if the employee had not left, provided the employee was an enrolled member at the time of the leave. The employee may repay any required employee contributions over a period of three (3) times the military service leave period or five (5) years, whichever is less. An employee on duty with a uniformed service is entitled to re-employment for a maximum of five (5) years, unless retained on active duty because of war or national emergency. An individual returning from military leave shall notify the Cooperative of his/her intent to return as follows:
- 3) If the period of service was less than thirty-one (31) days, the employee must report to work not later than the beginning of the first regularly scheduled work period on the first full calendar day following the completion of the period of service, and the expiration of eight (8) hours after a period allowing for the safe transportation of the person from the place of service to the person's residence;
- 4) If the period of service was more than thirty (30) days, but less than one-hundred and eighty-one (181) days, by submitting an application for re-employment with the Cooperative no later than fourteen (14) days after the completion of the period of service; and/or
- 5) If the period of service was more than one-hundred and eighty (180) days, by submitting an application for re-employment with the Cooperative no later than ninety (90) days after the completion of service.

An individual re-employed under this policy is entitled to the seniority and other currently existing rights and benefits the individual had when service started, plus the additional seniority and similar rights and benefits that would have been accrued if employment had been continuous.

This policy does not apply if the employee has been separated from service with a dishonorable or bad conduct discharge or under other than honorable conditions.

**ADDITIONAL LEAVE**

Up to two (2) days of additional leave may be granted by the Cooperative Director. These two (2) days shall be without pay. Deduction for each day will be 1/179<sup>th</sup> (or the number of work days specified in the employee's contract/work agreement) of the employee's annual salary.

Cornbelt Educational Cooperative

### **EARLY RESIGNATION BENEFITS**

Employees who plan to resign at the end of the current school year will receive an early notification benefit under the following terms:

- Employees submitting their written resignation prior to January 1 will receive a payment of five-hundred dollars (\$500.00).
- Employees submitting their written resignation between January 1 and January 31 will receive a payment of three-hundred dollars (\$300.00).
- Employees submitting their written resignation between February 1 and February 29 will receive a payment of two-hundred dollars (\$200.00).
- Employees submitting their written resignation between March 1 and March 15 will receive a payment of one-hundred dollars (\$100.00).
- Employees submitting their written resignation after March 15 will not be entitled to any of the benefits listed above.
- Employees who are not employed full time will receive a percentage of the benefit that matches the percent of employment.
- Early resignation benefits will be paid during the month of June of the current school year.

Adopted March 21, 2000



**VOLUNTARY EARLY RETIREMENT POLICY**

**Only applies to eligible employees hired Before July 1, 2012.**

- 1) Any full-time employee of the Cornbelt Educational Cooperative is eligible for voluntary early retirement provided that:
  - A. The employee is in or beyond the fifteenth (15) year of continuous full-time employment with the Cornbelt Educational Cooperative immediately prior to applying for voluntary early retirement; and
  - B. The employee shall have attained the age of fifty-five (55) on or before December 31 and not have exceeded the age of sixty-one (61) on or before December 31 in the year in which application for early retirement is made.

Any employee whose application is approved shall receive compensation according to the following schedule:

**EARLY RETIREMENT SCHEDULE**

Age on or Before December 31	Percentage of Salary Payable (Last year of service)	Number of Equal Semi-Annual Installments
61	80%	10
60	80%	10
59	80%	10
58	80%	10
57	80%	10
56	80%	10
55	80%	10

- 2) The benefit paid to each employee shall be in accordance with the employee's final salary with the Cooperative excluding extra pay or extended pay. The benefit shall be payable in ten (10) equal semi-annual installments. The first installment shall be paid on the first payroll date after July 1 immediately following retirement, with subsequent payments every six months thereafter. The first installment may at the employee's option be delayed until the first payroll date after July 1, one (1) year after retirement. No interest shall be paid. All payments are subject to all payroll deductions as required by law.
- 3) In order to qualify for voluntary early retirement benefits here under, the employee shall be required to submit a completed application for early retirement prior to **March 1** of the year in which retirement shall occur. Early retirement must coincide with the end of the school term. The Business Manager shall process the application within thirty (30) days of receipt. Calculations regarding semi-annual payments and dates shall be certified by the Business Manager and employee by their signatures on the application.

Adopted April 15, 1993

- 4) In the event an employee entitled to a benefit hereunder shall die while all or part of such benefit remains unpaid, such unpaid benefit or part thereof shall be paid in accordance with subsection two (2) aforementioned, to the beneficiary designated in writing by the employee on a form prescribed by the Cooperative. In the event that no beneficiary exists said unpaid benefit shall be paid to the estate of the deceased.

- 5) Eligible employees electing early retirement may continue participation in the Cooperative's group health insurance program provided the insurance carrier agrees, and according to the rules and regulations established by the plan. Such participation may continue until age sixty-five (65). The employee electing participation shall pay one-hundred percent (100%) of the premium for his/her or family coverage. The Cooperative will not contribute to the payment of health insurance premiums for retired employees. Said premium payments to be paid by the employee shall be done in accordance with rules promulgated by the Cooperative.
- 6) Early retirement benefits will not be paid to any employee who had retired prior to the 1992-1993 school year.
- 7) No more than four percent (4%) of the Cooperative's budget allocated for employees' salaries can be withdrawn in any one (1) year for early retirement compensation.
- 8) If application for early retirement reflects that more than four percent (4%) of the Cooperative's budget for employee salaries is needed for that year, each employee electing early retirement for that year shall have his/her benefit reduced to a prorate share of the four percent (4%) maximum allocation.
- 9) **Definition of Full-Time Employee** - "Full-Time Employee" as used in this policy shall mean an employee who has a full-time contract with the Cooperative in which he/she works at least forty (40) hours per week for a minimum on one hundred and seventy-nine (179) days per school year.

Adopted April 15, 1993

**APPLICATION FOR EARLY RETIREMENT**

This application shall be completed by the employee and given to the Business Manager along with a completed early retirement designation of beneficiary form prior to March 1 of the year in which retirement shall occur.

Name \_\_\_\_\_  
Last First Middle

Address \_\_\_\_\_  
Street Box City State Zip

Date of Birth \_\_\_\_\_ Age as of December 31, \_\_\_\_\_ Years of Service \_\_\_\_\_

In accord with Board Policy, I hereby stipulate that I have resigned from my staff position effective \_\_\_\_\_, for purposes of early retirement.

Therefore, I request that the early retirement cash benefit be granted and paid to me in ten (10) equal semi-annual installments.

\_\_\_\_\_  
(initials) Under conditions of the Board Policy for early retirement, I hereby request continued participation in the Group Insurance Plan until such time I notify the Business Office of cancellation or I am no longer eligible for membership as outlined in the Group Insurance Plan. It is understood that all insurance premiums shall be the responsibility of the insured.

\_\_\_\_\_  
(initials) I do not wish to continue participation in the Group Insurance Plan upon employee early retirement. I understand and agree to follow the rules described in the early retirement policy.

**Employee's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

.....  
**OFFICE USE ONLY:**

Semi-annual salary calculation to be completed by the Business Manager within thirty (30) days of receipt of the application.

Date application was received by the Business Manager \_\_\_\_\_

Employee's Final Salary \_\_\_\_\_ x 80% = \_\_\_\_\_ (Excluding extra or extended pay)

Salary Payable \_\_\_\_\_ ÷ 10 semi-annual payments = \_\_\_\_\_ Semi-annual payment

Semi-annual payments will be made on or about July 20 and January 20 beginning in the year of \_\_\_\_\_ and ending in the year of \_\_\_\_\_.

The following signatures verify that the above calculations and payment dates are true and correct.

Employee's Name \_\_\_\_\_

Business Manager's Signature \_\_\_\_\_ Date \_\_\_\_\_

**CORNBELT EDUCATIONAL COOPERATIVE EARLY RETIREMENT  
DESIGNATION OF BENEFICIARY**

The employee shall be responsible for filing this designation form with the Business Manager. The designation may be changed by the employee at any time, provided a new form is completed and submitted to the Business Manager by the employee.

I understand that the payment option cannot at any time be altered.

I also understand that it is my duty to inform the Business Manager of the Cooperative of any change of address of my beneficiary or me.

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**PRIMARY BENEFICIARY(IES) WILL SHARE EQUALLY IF MORE THAN ONE IS LISTED**

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Name	Relationship		
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Address	City	State	Zip
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Name	Relationship		
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Address	City	State	Zip
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Name	Relationship		
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Address	City	State	Zip
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**CONTINGENT BENEFICIARY (IES)**  
(Benefit will be paid to this Beneficiary or Beneficiaries if no Primary Beneficiary survives)

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Name	Relationship		
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Address	City	State	Zip
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Name	Relationship		
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Address	City	State	Zip
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Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

## **POLICIES AND PROCEDURES REGARDING EVALUATION OF PROFESSIONAL STAFF**

Board of Directors of the Cornbelt Educational Cooperative will comply with all current State and Federal Laws, Rules, and Regulations pertaining to the evaluation of professional staff (certified teachers/administrators).

In addition to all current State and Federal Laws, Rules, and Regulations pertaining to evaluation of professional staff, the Cooperative includes the following local items:

### **Purpose of Evaluation**

*The Cooperative exists for the welfare of the students it serves. Therefore, the purpose of evaluation is to insure high quality of teachers and administrative performance, to advance instructional programs, and meet the needs of the students and community. Thus, a continuous program for teacher and administrative evaluation shall be established by the Cooperative Board of Directors and the results of these evaluations shall be made known to the Advisory Board and Board of Directors.*

### **Frequency of the Evaluation**

*Teachers and Administrators who are in their first two (2) years of employment shall be evaluated a least once a semester. After two (2) years of employment, teachers and administrators will be evaluated at least once a year. However, if the evaluations reflect deficiencies the Cooperative Director, Advisory Board, or Board of Directors may request that additional evaluations be completed.*

### **Procedures to be Used in Making the Evaluation**

- A. Evaluations will be conducted in a variety of educational settings. Additionally, the evaluation process may require self-evaluations as well as supervisor-initiated observations, teacher initiated observations, and any other appropriate technique to measure teacher/administrator effectiveness;
- B. The formal evaluations will be written and will be discussed by the evaluator with the teacher or administrator. The discussions may either precede or follow the writing of the evaluation document; and
- C. Copies of the written document will be signed and dated by both parties and incorporated into the personnel files of the teacher or administrator. The signature of the teacher or administrator does not indicate approval or disapproval of the evaluation, but that the evaluation has been read and discussed. Additionally, the teacher or administrator shall have the opportunity to write and comments or reactions to the evaluation and attach it to the document.

### **Areas Subject to Evaluation**

The areas subject to evaluation are listed below. However, the Board of Directors reserves the right to amend the subjects in order to obtain more accurate evaluations. In the event that the subjects are amended, all teachers and administrators will be notified and given a copy of the new instruments prior to any formal evaluations.

- 1) Professional Responsibilities:** Are listed on each employee's specific job description. These responsibilities are measurable competency skills required for the position.

- 2) **Empathy:** Reflects the teachers and administrators ability to handle problems, foster morale, and belief that the Cooperative is for the benefit of children.
- 3) **Creativity:** Reflects the teachers and administrators ability to create an effective educational atmosphere, use resources, and be forward looking in attitude and action.
- 4) **Dedication:** Reflects the teachers and administrators ability to perform necessary duties, present a positive image of the Cooperative, participate in professional growth activities, and be aggressive about up-grading the Cooperative.
- 5) **Human Relations:** Reflects the teachers and administrators ability to remain calm and poised in difficult situations, being accessible, and displaying a sense of humor.

#### **Use of the Results of the Evaluation**

Evaluations are to be used by the Board of Directors to improve the quality of teachers and administrators performance, to advance instructional programs, and meet the needs of the students and community. In addition, the results of evaluations will be used in making a determination to continue or terminate a teacher or administrator's employment with the Cooperative.

**ADMINISTRATIVE LEAVE, SUSPENSION AND DISMISSAL OF CERTIFIED AND  
NON-CERTIFIED EMPLOYEES**

**Certified Employees**

**Section 1 - Placement on Paid Administrative Leave:**

When there is reasonable cause to suspect possible employee misconduct, the employee may be placed on paid administrative leave by the Executive Director, President of the Board, or the Board. Placement on paid administrative leave is for the purpose of stabilizing the situation and shall not constitute disciplinary action taken by the employer. While on paid administrative leave the employee will be temporarily disengaged from their responsibilities until the matter which resulted in the placement on paid administrative leave is concluded at the Cornbelt Educational Cooperative level. An employee on paid administrative leave shall continue to receive all benefits of employment such as wages, accrual of sick leave, vacation and employer paid insurance benefit. An employee on paid administrative leave may subsequently be reinstated to his/her position and responsibilities, or be notified in writing by the Executive Director of a recommendation to the Board that the employee be suspended without pay for a period of time or that employee's employment with the Cornbelt Educational Cooperative be terminated.

**Section 2 - Suspension Without Pay:**

1) Should a certified employee be charged with a felony or any drug related offense, the Executive Director shall suspend the employee without pay pending the outcome of the criminal proceedings. Employer paid benefits shall also be suspended during the time of suspension without pay. The employee may use accrued personal leave during the period of suspension. Should the charges be dismissed the employee shall be reimbursed one-hundred percent (100%) of the pay the employee would have received, plus benefits, had the employee not been suspended without pay. Should the employee be convicted of a felony or any drug related offense, the Executive Director shall recommend to the Board that a Board hearing be scheduled at which time the Board will consider terminating the employee's employment. A conviction for purposes of this provision includes a suspended imposition of sentence.

2) Except as set forth in Section 1 above, before a certified employee is suspended without pay, the employee shall receive written notice of the recommendation by the Executive Director that the employee be suspended without pay. The written notice shall include the reason(s)/basis for the action to be taken and the length of time of the recommended suspension without pay. Within five (5) business days from the date the written notice is received by the employee, the employee shall have the right to submit a written request to the Board requesting a hearing before the Board at which time the employee may present such reasons as the employee may have that he/she not be suspended without pay. The hearing shall be held not later than thirty (30) calendar days from the Board's receipt of the written request for the hearing unless agreed upon in writing by the employee and Board or their representatives. After the hearing, or after five (5) business days of the employee's receipt of the recommendation if the employee does not request an informal meeting, the Board shall act upon the recommendation.

**Section 3 - Dismissal:**

A certified employee's employment may be terminated, by the Board at any time for just cause, including breach of contract, poor performance, incompetency, gross immorality, unprofessional conduct, insubordination, neglect of duty, or the violation of any policy or regulation of the Cornbelt Educational Cooperative. The statutory procedures set forth in SDCL Ch. 13-43 shall be followed.

## **Non-Certified Employees**

### **Section 1 - Cornbelt Educational Cooperative Expectations:**

Poor performance, incompetency, gross immorality, unprofessional conduct, insubordination, neglect of duty, or the violation of any policy or regulation of the Cornbelt Cooperative will not be tolerated and may result in disciplinary action, including suspension without pay or dismissal. Additionally, certain misconduct, including but not limited to those areas listed below will not be tolerated and may result in disciplinary action, including suspension without pay or dismissal.

- A. theft from the employer;
- B. intoxication, drinking or being under the influence of alcohol when reporting for duty or while on the job;
- C. in possession of or being under the influence of an illegal drug;
- D. insubordination (which includes but is not limited to refusal to do the work as directed, lying, and disrespect shown to any other city employee, including department heads, and disrespect shown to a member of the governing board or to the public);
- E. neglect of duty (neglect of duty means not doing assigned job tasks);
- F. negligent, reckless or willful damage or destruction of the employer's property;
- G. unauthorized absence;
- H. conviction of a criminal offense (including a suspended imposition of sentence);
- I. sexual harassment of another individual while on duty;
- J. loss of driver's license which would preclude the employee from performing his/her duties; and/or
- K. making disparaging remarks (including but not limited to racial slurs) while at work regarding another person based on the other person's race, ethnic background or national origin.

### **Section 2 - Placement on Paid Administrative Leave:**

When the Executive Director has reasonable cause to suspect a non-certified employee has violated Section 1 above, the Executive Director may place the employee on paid administrative leave. Placement on paid administrative leave is for the purpose of stabilizing the situation and shall not constitute disciplinary action taken by the employer. While on paid administrative leave the employee will be temporarily disengaged from their responsibilities until the matter which resulted in the placement on paid administrative leave is concluded at the Cornbelt Educational Cooperative level. An employee on paid administrative leave shall continue to receive all benefits of employment such as wages, accrual of sick leave, vacation and employer paid insurance benefit. An employee on paid administrative leave may subsequently be reinstated to his/her position and responsibilities, or be notified in writing by the Executive Director of a recommendation to the Board that the employee be suspended without pay for a period of time or that employee's employment with the Cornbelt Cooperative be terminated.

### **Section 3 - Suspension Without Pay:**

1) Should a noncertified employee be charged with a felony or any drug related offense, the Executive Director shall suspend the employee without pay pending the outcome of the criminal proceedings. Employer paid benefits shall also be suspended during the time of suspension without pay. The employee may use accrued personal leave during the period of suspension. Should the charges be dismissed the employee shall be reimbursed one-hundred percent (100%) of the pay the employee would have received, plus benefits, had the employee not been suspended without pay. Should the employee be convicted of a felony or any drug



related offense, the Executive Director shall recommend to the Board that the Board terminate the employee's employment. A conviction for purposes of this provision includes a suspended imposition of sentence.

2) The Executive Director may suspend a non-certified employee without pay for up to (and including) twenty (20) business days for employee work related misconduct, poor performance, incompetency, gross immorality, unprofessional conduct, insubordination, neglect of duty, or the violation of any policy or regulation of the Cornbelt Educational Cooperative.

3) The Board may suspend a non-certified employee without pay for up to (and including) sixty (60) business days for employee work related misconduct, poor performance, incompetency, gross immorality, unprofessional conduct, insubordination, neglect of duty, or the violation of any policy or regulation of the Cornbelt Educational Cooperative.

**Section 4 - Dismissal:**

The employment relationship between the Cornbelt Educational Cooperative and the non-certified employee is an employment-at-will employment relationship pursuant to SDCL 60-4-4 (i.e., an employment relationship having no specified length of employment and which may be terminated at the will of either party on notice to the other, unless otherwise prohibited by law). The Board, in its sole discretion, may grant the employee for an informal meeting with the Board prior to a decision being made by the Board to terminate the employment relationship, or the Board may choose to make a decision regarding continued employment without having an informal meeting with the employee.

## STAFF REDUCTION

In the event that staff reduction should be deemed necessary, the Cooperative Board shall non-renew, demote (reduce in time and salary), or reassign professional staff in order to achieve the necessary staff reduction in accordance with the following:

- A. The Cooperative Board shall use reasonable efforts to communicate the situation confronting the Cooperative to the staff so as to allow the staff a reasonable opportunity, not to exceed ten (10) days from the date of communication, to present possible alternatives such as early retirement, normal attrition, part-time contract, contract for substitute teaching, and/or alternatives which could accomplish the same goals. The Cooperative Board shall consider any such alternatives.
- B. Except in those instances where an individual staff member is needed to maintain an existing program or member need:
  - Staff with an alternative certificate shall be released first, in the inverse order of their employment by the Cooperative Board.
- C. If A or B do not apply, the Cooperative Board hereby establishes the following criteria, not necessarily in order of priority, any of which may be used in determining which professional staff will be affected by staff reduction: (a) educational background; (b) evaluation records; (c) state and federal affirmative action requirements; (d) financial conditions of the Cooperative; (e) longevity in the Cooperative; (f) priority of programs; (g) qualifications/certification; (h) salaries; (i) student needs; (j) administrative recommendation as well as any other articulable relevant consideration.
- D. Employees non-renewed, demoted, or re-assigned under the provisions of this policy shall be notified by letter of such contemplated action in compliance with the provisions of the appropriate South Dakota law. There is no right to a hearing to actions taken under this policy.

Amended: December 15, 2015

### **ASSISTANCE WITH SELF-ADMINISTRATION OF MEDICATION**

The school administration shall have the authority to assign school personnel to assist students with the self-administration or over-the-counter or prescription medication, provided the student's parent or guardian provides the school with a written statement that the child is capable of self-administration and provided the container is adequately labeled with the child's name, the name of the drug, and directions for taking the drug.

Personnel authorized to assist students with self-administration of medications shall be limited to the following responsibilities:

- 1) reminding the student that it is time to take his/her medication;
- 2) removing the medication container from the storage;
- 3) opening the medication container, as needed;
- 4) helping the child remove medication from the container; and/or
- 5) returning the medication container to storage.

### **PUBLIC COMPLAINTS**

Constructive criticism of the Cooperative will be welcomed by the Board of Directors when it is motivated by a sincere desire to improve the quality of the educational program or to equip the Cooperative to do their tasks more effectively.

Whenever a complaint is made directly to the Board as a whole or to an individual Board member, the individual or group involved will be advised to take their concern to the appropriate staff member.

The Board believes that complaints and grievances are best handled and resolved as close to their origin as possible, and that the staff should be given every opportunity to consider the issues and attempt to resolve the problem prior to involvement by the Board. Therefore, the proper channeling of complaints involving instruction, discipline, or learning materials will be as follows:

- 1) Employee.
- 2) Director.
- 3) Advisory Board of Superintendents.
- 4) Board of Directors.

If a complaint, which was presented to the Board and referred back through the proper channels, is adjusted before it comes back to the Board, a report of the disposition of the matter will be made to the Board and then placed in the official files.

The Board expects the professional staff to receive complaints courteously and to make a proper reply to the complainant.

Matters referred to the Director/Advisory Board and/or Board of Directors must be in writing and should be specific in terms of the action desired.

Expectations to this policy will be made when the complaints concern Board action or Board operations only.

**PUBLIC COMPLAINTS ABOUT TESTING,  
CURRICULUM, OR INSTRUCTIONAL MATERIAL**

The Board of Directors reserves to itself the final responsibility for all testing, instructional materials used and curricula taught in the Cooperative. The Board recognizes that without a free and vigorous exchange of ideas, learning and teaching cannot place effectively.

The Board recognizes that individuals have a right to express concern about the educational programs. When citizens have concerns about testing, curriculum or instructional materials, these concerns should be stated in writing, carefully considered, and accorded the courtesy of a prompt reply by Cooperative personnel. Replies will be based on testing validity, instructional goals, objectives, and upon the criteria for selection.

Staff members will attempt to accommodate serious religious or moral objections to testing, curriculum, or instructional materials by providing alternate materials whenever possible. However, attempts by parents or students to control what others read and study will be subject to careful scrutiny and question by Cooperative employees, Advisory Board and the Board of Directors.

Complaints against testing, curriculum, or instructional material will be considered a most serious matter and will be processed in a very deliberate manner. Therefore, the following procedures are to be followed, step-by-step. Complaints that reach Step 3 will be reported to the Board.

- 1) The material in question should first be discussed with the Cooperative employee or supervisor who will report the results of this meeting to the Director. If satisfaction is not reached, the complainant may continue with Step 2.
- 2) The Director will meet to discuss the material with the complainant, supervisor, and the employee. The results of the meeting will be reported to the Advisory Board of Superintendents. If satisfaction is not gained, the complainant will be requested to complete the form, "Request for Reconsideration of Instructional Materials," before proceedings to Step 3.
- 3) The Director will appoint a review committee composed of the following members:
  - A. One (1) School Psychologist.
  - B. One (1) Speech-Language Pathologist.
  - C. One (1) Preschool Teacher.
  - D. Three (3) Adult Citizens.
- 4) The committee members will be requested to read or view the material and respond to the complainants' answers to the questions on the form, "Request for Reconsideration of Instructional Materials." The recommendation of the committee will be sent to the complainant by the Director. If the complainant is not satisfied, he/she may continue with Step 4.
- 5) The Advisory Board of Superintendents will meet with the complainant to resolve the problem. If an impasse has developed, the matter is to be directed to the Board of Directors in Step 5.
- 6) The complainant will appear before the Board of Directors as the final step in the request for reconsideration of instructional materials.



6. What do you believe is the theme or purpose of this work?

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7. Are you aware of the teacher's purpose in using this material?

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8. What would you prefer the Cooperative do about this material?

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9. What work of equal value would you recommend in place of this material?

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10. Additional comments.

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\_\_\_\_\_  
Signature of Complainant

\_\_\_\_\_  
Date

**CORNBELT EDUCATIONAL COOPERATIVE**  
**CHILD ABUSE AND NEGLECT REPORTING POLICY**

The Board of Directors of the Cornbelt Educational Cooperative will comply with all current State and Federal Laws, Rules, and Regulations pertaining to reporting child abuse and neglect.

In addition to all current State and Federal Laws, Rules, and Regulations pertaining to reporting child abuse and neglect, the Cooperative includes the following local items:

- Because of their regular contact with school-age children, school employees are in an excellent position to identify abused or neglected children.
- To comply with state and federal law it is the policy of the Cornbelt Educational Cooperative that any teacher or other employee who suspects that a child under eighteen (18) years of age has been neglected or physically abused (including sexual or emotional abuse) by any person including parent or other person(s), other than by accidental means, shall report in writing to the principal or superintendent of the member school district who shall then immediately report to the states attorney or to the department of social services or to the county sheriff or to the city police. The principal or superintendent shall inform the Cooperative employee initiating the action within twenty-four (24) hours that the report has been made. The employees shall make the report directly to the proper authorities if the principal or superintendent fails to do so.
- The report shall contain the following information: name, address and age of child; name and address of parent or caretaker; nature and extent of injuries or description of neglect; any other information that might help establish the cause of injuries or condition.
- Employee, including administrators shall not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect. It is not the responsibility of the employees to prove that the child has been abused or neglected, or to determine whether the child is in need of protection, only to report his/her suspicions of abuse or neglect.
- Any personal interview or physical inspection of the child should be conducted in a considerate, professional manner and information or records concerning reports of suspected abuse or neglect are confidential and the release to person other than provided by law is prohibited. Failure to make a report where abuse or neglect is suspected is subject to legal recourse.
- Anyone who participates in making a report in accordance with the law and in good faith is immune from any civil or criminal liability that may otherwise arise from the reporting or from any resulting judicial proceeding even if the suspicion is proved to be unfounded.
- The Board will support any employee making a report of suspected child abuse or neglect until and unless it is determined that the employee was acting in bad faith in making the report.

**CORNBELT EDUCATIONAL COOPERATIVE  
CHILD ABUSE AND NEGLECT REPORT FORM  
TO MEMBER SCHOOL DISTRICT**

Any Cooperative employee reporting child abuse or neglect suspicion to a principal or superintendent shall complete two (2) copies of this form. The Cooperative employee will keep one (1) copy, the principal or superintendent will keep the second. These reports are to be kept confidential by the respective school administrator involved.

School District Name \_\_\_\_\_

Name of Child \_\_\_\_\_ M \_\_\_ F \_\_\_ Grade \_\_\_\_\_

Date of Birth \_\_\_\_\_

Address \_\_\_\_\_

Phone \_(\_\_\_\_)\_\_\_\_\_

Parent, Guardian, or Custodian \_\_\_\_\_

Reason for report \_\_\_\_\_

Reported to \_\_\_\_\_

Principal or Superintendent Signature

Reported by \_\_\_\_\_

Cooperative Employee Signature

Time \_\_\_\_\_ Date \_\_\_\_\_

=====

Principal or Superintendent Report to: (Check one)

\_\_\_ 1. Dept. of Social Services

\_\_\_ 3. County Sheriff

\_\_\_ 2. State's Attorney

\_\_\_ 4. City Police

Time \_\_\_\_\_ Date \_\_\_\_\_

Name of person to whom report was made \_\_\_\_\_

Make out in duplicate, one copy to the Cooperative employee reporting.



## **PERSONNEL RECORDS POLICY (HIPPA)**

A file of personnel records shall be maintained in the Administrative office for each employee of the Cornbelt Educational Cooperative.

A file shall be kept for all resigned or retired employees, including such essential information as shall seem appropriate to the administration as specified by state and federal laws.

### **Confidentiality**

Personnel information concerning Cooperative employees is generally confidential and may be reviewed only on a "need to know" basis under conditions which guarantee management's right of access to information necessary to make judgments and the protection of the employees of the Cooperative against unnecessary invasion of privacy. Some personnel information is "public record" and must be released to any person upon request. The Director shall notify an employee and a collective bargaining representative, if any, in writing when a request is made for disclosure of the employee's personnel, medical, or similar files, if the Director reasonably believes disclosure would invade the employee's privacy. The records will be disclosed unless written objection is received from the employee or the employee's collective bargaining representative, within seven business days from the receipt by the employee or the collective bargaining representative. Records of an employee's evaluation shall not be released without the written consent of the employee. Files containing medical information regarding an employee will be kept separate from other personnel files.

### **Types of Information**

It shall be the responsibility of each certificated employee to file with the Cooperative any record of prior teaching experience. In addition, if the teacher has rendered military service, the proof of discharge from the service must be furnished. It is the obligation of the employee to see that information, which will maintain in the employee's personnel file on a complete and up-to-date basis, is sent to the Director's office. The records shall contain the following information:

- The correct name and the current address and telephone number of the employee;
- An accurate record of the work experience of the employee;
- Current data on education completed, including the transcripts of all academic work;
- Proof of requirements fulfilled in order to be eligible for salary;
- Current data on credentials;
- Any current data requested concerning the health of the employee, or medical examinations which the employee may have undergone;
- Records of assignment;
- Evaluations of performance;
- Letters of commendation, reprimand, or omission of duty; and
- Other materials mutually agreed upon between the administrator and the teacher or supervisor and employee.

### **Use of Personnel Records**

All the contents of the personnel records file, with the exception of evaluations, comments, or recommendations provided to the district on a confidential basis by universities, colleges, or persons not connected with the Cooperative, shall be available for inspection by the employee concerned.

The Cooperative reserves the right to have a member of the administrative office staff present at the time the employee inspects his/her personnel file for the purpose of explaining and interpreting the information therein.

Similarly, at the time the record is reviewed, the employee shall have the right to have a representative of his/her own choosing present, if desired.

The employee shall have the right to respond to all materials contained in the personnel file and to any materials to be placed in the file in the future. Responses shall become part of the file.

Any complaints directed towards an employee, which are placed in the personnel file, are to be promptly called to the employee's attention in writing.

### **Parental Notice**

If the Cooperative receives Title I funds, the No Child Left Behind Act requires the district to provide parents with notice that they may request information about the professional qualifications of classroom teachers.

The notice to parents must include the following:

- Whether the teacher has met state qualifications for the grade levels and subject areas taught;
- Whether the teacher is teaching under emergency or other provisional status;
- The baccalaureate degree of the teacher and any other graduate certification or degree held by the teacher, and the subject area(s) of the certification or degree; and
- Whether the child is provided services by Para-professionals, and, if so, their qualifications.

If a parent requests the above-listed information, the Cooperative is required to provide the information in a timely manner.

If the Cooperative has hired a teacher who is not highly qualified and the teacher has taught a child for four (4) or more weeks, the Cooperative is required to provide the parents notice that their child has been taught by a teacher who is not highly qualified.

## **STAFF ETHICS POLICY**

An effective educational program requires the services of men and women of integrity, high ideals, and human understanding. To maintain and promote these essentials, all employees of the Cooperative are expected to maintain high standards in their school relationships. These standards include the following:

- The maintenance of just and courteous professional relationships with students, parents, staff members, and others.
- The maintenance of their own efficiency and knowledge of the developments in their fields of work.
- The transaction of all official business with the properly designated authorities within the Cooperative.
- The establishment of friendly and intelligent cooperation between the community, school districts, and the Cooperative.
- Favorable representation of the Cooperative at local events that are in recognition of the Cooperative's contributions to the community.
- The placement of the welfare of children as the first concern of the Cooperative, thus appointments to positions and promotions must be based solely on merit. The use of pressure on school officials for appointment or promotion is unethical.
- Restraint from using Cooperative contracts and privileges to promote partisan politics, sectarian religious views, or selfish propaganda of any kind.
- Directing any criticism of other staff members or of any department of the Cooperative toward the improvement of the Cooperative. Such constructive criticism is to be made directly to the particular Cooperative employee who has the responsibility for improving the situation and then to the Director if necessary.

Legal Reference SDCL 13-43-25

### **CONFIDENTIAL INFORMATION CONCERNING STUDENTS, PARENTS OR GUARDIAN**

All employees of the Cornbelt Educational Cooperative have a legal and ethical responsibility to respect the privacy of their students, parents or guardian while receiving services from the Cooperative. It shall be the responsibility of all Cooperative employees to maintain confidentiality of all student, parent or guardian personally identifiable information. All employees are required to follow the policies and procedures described in the Federal Family Educational Rights and Privacy Act (FERPA).

In addition, all Cooperative employees shall not reveal or discuss any personally identifiable information concerning a student, parent or guardian obtained in their capacity as an employee to anyone except as may be required in the performance of the contractual duties or as otherwise required by law. Employees shall not engage in idle talk or rumor, especially about the personal or private affairs of their students and parents or guardian. All student, parent or guardian meetings involving personally identifiable information must take place in a setting that is conducive to maintaining personal privacy, with the door closed, rather than in a public area.

Personally identifiable information about a student, parent or guardian shall not be discussed or released without prior written parent or guardian permission except for personally identifiable information that is authorized to be released under the Family Educational Rights and Privacy Act (FERPA).

It shall be the responsibility of each individual employee who does not understand the policies and procedures required under the Family Educational Rights and Privacy Act (FERPA) to immediately notify the Director and request appropriate training.

### **CORNBELT COOPERATIVE EMPLOYEE GRIEVANCE POLICY**

The Cooperative Board will encourage the administration to develop effective means for resolving differences that may arise among employees and between employees and administrators; reduce potential areas of grievances; and establish and maintain recognized channels of communication between the staff, administration, and the Board.

Grievance procedures should provide for prompt and equitable adjustment of differences at the lowest possible administrative level, and each employee should be assured opportunity for an orderly presentation and review of complaints and concerns.

Channels established will provide for the following:

- 1) All employees may appeal a ruling of a supervisor or coordinator to the Cooperative Director.
- 2) All employees may appeal a ruling of the Cooperative Director to the Advisor Board of Superintendents.
- 3) All employees may appeal a ruling of the Advisory Board of Superintendents to the Cooperative Board of Directors.

## **CORNBELT COOPERATIVE EMPLOYEE GRIEVANCE PROCEDURES**

### **Article I**

#### **Definitions**

- A. A "grievance" is a complaint by a person or group of persons employed by the Cooperative, made either individually or by a duly authorized and recognized employee association through its representative, that there has been a violation, misinterpretation or inequitable application of any existing agreement, contract, policy, rule, or regulation of the Cooperative. Negotiations for, or a disagreement over, a nonexistent agreement, contract, policy, rule, or regulation is not a "grievance."
- B. An "aggrieved person" is the person or group of persons filing the grievance.
- C. "Advisory Board" means the Superintendents Advisory Board.
- D. "Board" means the Board of Directors of the Cooperative.
- E. "Days" shall mean calendar days unless otherwise specified.

### **Article II**

#### **Purpose**

- A. The purpose of this grievance 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. To facilitate this purpose, these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. 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 without the intervention of the employee association, provided the adjustment 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.

### **Article III**

#### **Procedure**

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.

- A. 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 mutual agreement, provided the time extension is requested within the time limits provided in the Article.

- B. If an employee does not file a grievance in writing with the coordinator or other supervisor within ten (10) calendar days after the employee knew, or should have known, of the act or condition on which the grievance is based, the grievance shall be considered as having been waived.
- C. A supply of the grievance forms shall be on file at the Cooperative office.

#### **Article IV**

##### **Informal Procedures**

If an employee feels he/she has a grievance, he/she shall first discuss the matter with his/her coordinator or supervisor to whom he/she is directly responsible in an effort to resolve the problem.

#### **Article V**

##### **Formal Procedures**

###### **LEVEL ONE - Cooperative Director:**

- A. If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she shall submit his/her grievance in writing.
- B. Signed copies of the written grievance shall be delivered by the employee to each of the following: coordinator or supervisor, Cooperative Director, Advisory Board President, and the President of the Cooperative Board.
- C. An employee who is not directly responsible to a coordinator or supervisor may submit his/her formal written grievance to the Cooperative Director, Advisory Board President, and the President of the Board of Directors.
- D. The Cooperative Director, within five (5) days of the filing of the grievance shall render his/her decision in writing to the aggrieved person.

###### **LEVEL TWO - Advisory Board of Superintendents:**

- A. If an aggrieved person or the Board is not satisfied with the decision concerning his/her grievance at Level One, or if no written decision has been rendered within five (5) days, he shall, within three (3) days after the decision is rendered, or within eight (8) days after filing at Level One, resubmit his/her grievance in writing to the Advisory Board of Superintendents.
- B. The Advisory Board of Superintendents at its next meeting or at any time mutually agreed upon by the parties shall meet with the aggrieved person for the purpose of resolving the grievance. The Advisory Board of Superintendents shall, within five (5) days after this meeting renders a decision in writing to the aggrieved person.

**LEVEL THREE - Board of Directors:**

- A. If the aggrieved person or the Board of Directors is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered after the Advisory Board meeting, he/she shall within five (5) days thereafter resubmit the grievance to the President of the Cooperative Board.
- B. At the next meeting of the Board of Directors, or at a time mutually agreed upon by the parties, the Cooperative Board of Directors or its designated agent shall hold a hearing on the grievances. The decision of the Cooperative Board of Directors shall be rendered in writing within five (5) days after the hearing.

**LEVEL FOUR**

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three 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 state statute. The inclusion of this paragraph in 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.

**Article VI**

**Miscellaneous**

- A. If, in the course of investigation of any grievance by representatives of the complainant, such investigation requires their presence in a school building or other work setting; they shall report immediately to the administration of such building being visited and state the purpose of the visit.
- B. Interruption of regularly assigned classes 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.
- C. Any party or parties in interest shall appear and may be represented at formal Levels One and Two 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 have one spokesperson present and to have that spokesperson state its views at the formal Levels One and Two of the grievance procedure except when the aggrieved person specifically requests the exclusion of all but the parties in interest and their respective representatives. At Level Three a maximum of three (3) representatives, one of whom will be the spokesperson, may represent the aggrieved person or persons involved in a grievance.
- D. If, in the judgment of the employee organization a grievance affects a group or class of employees, the organization may submit such grievance in writing to the Advisory Board of Superintendents and the processing of such a grievance shall be commenced at Level Two. The employee organization shall designate not more than two (2) spokespersons for the organization in processing such a grievance through the remaining levels of the grievance procedure. Provided, however, that the employee organization shall not be permitted to file or process a grievance with respect to an incident or occurrence on which an employee or group has already initiated a grievance.

- E. All meetings and hearings under this procedure shall not be conducted in public and shall include such parties and only such parties in interest and their designated or selected representatives heretofore referred to in this grievance procedure. The vote of the Cooperative Board's decision at Level Three grievances shall be made in open session but the name of the aggrieved party shall not be disclosed.
- F. When it is necessary for a party or parties in interest to attend a Cooperative Board meeting or a hearing called during the business day, the Cooperative Director shall so notify the party or parties in interest, administration 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 meeting or hearing.
- G. 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 Cooperative Board may request that other witnesses be called for questioning by the parties.

Cornbelt Educational Cooperative



**REQUEST FOR SETTLEMENT OF GRIEVANCE**

**LEVEL ONE**

(To be completed by Aggrieved Person)

Date of presentation to the Cooperative Director \_\_\_\_\_

Name of Aggrieved Person \_\_\_\_\_

Home Address \_\_\_\_\_

NATURE OF GRIEVANCE:

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\_\_\_\_\_  
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SETTLEMENT REQUESTED:

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\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_  
Aggrieved Person

Date \_\_\_\_\_

**Reply to LEVEL ONE Grievance**

(To be completed by Cooperative Director)

Date Reply sent to Aggrieved Person \_\_\_\_\_

Name of Aggrieved Person \_\_\_\_\_

Home Address \_\_\_\_\_

Date of presentation of grievance to Cooperative Director \_\_\_\_\_

Decision of Cooperative Director:

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Signature \_\_\_\_\_  
Cooperative Director

Date \_\_\_\_\_

**REQUEST FOR SETTLEMENT OF GRIEVANCE**

**LEVEL TWO**

(To be completed by Aggrieved Person)

Copies of Request for Settlement of Grievance LEVEL ONE and Reply must be attached.

Date of presentation to Advisory Board of Superintendents \_\_\_\_\_

Name of Aggrieved Person \_\_\_\_\_

Home Address \_\_\_\_\_

Date of reply to LEVEL ONE Grievance \_\_\_\_\_

State reasons for submission of grievance to LEVEL TWO:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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SETTLEMENT REQUESTED:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_  
Aggrieved Person

Date \_\_\_\_\_

**Reply to LEVEL TWO Grievance**

(To be completed by Advisory Board President/Designee)

Copies of Request for Settlement of Grievance LEVEL ONE and Reply must be attached.

Date Reply sent to Aggrieved Person \_\_\_\_\_

Name of Aggrieved Person \_\_\_\_\_

Home Address \_\_\_\_\_

Date of submission of Grievance to Advisory Board of Superintendents \_\_\_\_\_

Decision of Advisory Board of Superintendents:

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Signature \_\_\_\_\_  
Advisory Board President/Designee

Date \_\_\_\_\_

**REQUEST FOR SETTLEMENT OF GRIEVANCE**

**LEVEL THREE**

(To be completed by Aggrieved Person)

Copies of all previous Requests for Settlement and Replies must be attached.

Date of submission to Board of Directors \_\_\_\_\_

Name of Aggrieved Person \_\_\_\_\_

Home Address \_\_\_\_\_

Date of Reply of Advisory Board of Superintendent to LEVEL TWO Grievance \_\_\_\_\_

State Reason for submission of Grievance to LEVEL THREE:

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SETTLEMENT REQUESTED:

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\_\_\_\_\_

Signature \_\_\_\_\_  
Aggrieved Person

Date \_\_\_\_\_

**Reply to LEVEL THREE Grievance**

(To be completed by President of Board of Director/Designee)

Date Reply sent to Aggrieved Person \_\_\_\_\_

Name of Aggrieved Person \_\_\_\_\_

Home Address \_\_\_\_\_

Date of Submission of Grievance to Board of Directors - LEVEL THREE \_\_\_\_\_

Date of hearing with Board of Directors \_\_\_\_\_

Decision of the Board of Directors:

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Signature \_\_\_\_\_  
President of Board of Director/Designee

Date \_\_\_\_\_

## **PART V – BUSINESS ACTIVITIES:**

### **General Fixed Assets Policy**

General Fixed Assets Equipment will be set up in the following information:

- 1) Class code.
- 2) Payment voucher number.
- 3) Date of acquisition.
- 4) Name and address of vendor.
- 5) Description.
- 6) Department, division and unit charged with custody.
- 7) Location.
- 8) Cost of five-thousand dollars (\$5000.00) or more.
- 9) Fund and account from which purchased.
- 10) Method of acquisition.
- 11) Estimated life.
- 12) Date method and authorization of disposition.

All fixed assets will be marked by a permanent method of identification and periodic inventories will be taken by authorized personnel as required by law or administrative regulations.

Equipment inventory will be kept on any items greater than five-hundred dollars (\$500.00) on Inventory Record Forms which will include: 1) item; 2) model; 3) serial number; 4) cost; and 5) department.

Adopted April 16, 2003; Amended May 10, 2011

### **Political Activity and Federal Funds**

The Cornbelt Educational Cooperative shall comply with the provision of the HATCH ACT and Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act (Public Law 95-454 section 4728). In general, federal funds received by the Cooperative shall not be used for partisan political purposes of any kind, by any person employed by the Cooperative.

### **Construction Projects and Federal Funds**

The Cornbelt Educational Cooperative shall comply with the provisions of the Davis-Bacon Act. In general, when required by federal grant program legislation, all laborers and mechanics employed by contractors or subcontractors to work on construction projects financed by federal assistance shall be paid wages not less than those established by the Secretary of Labor as the prevailing regional rate.

**PART VI – JOB DESCRIPTIONS**

**CORNBELT EDUCATIONAL COOPERATIVE**

**JOB TITLE:** DIRECTOR

**REQUIREMENTS:**

- A. Education Level:** Master’s degree with certification in Elementary or Secondary special education, or School Administration.
- B. Experience Desired:** A minimum of three (3) years successful teaching experience in a special education, or a minimum of three (3) years of successful school experience as a school administrator.
- C. Physical Requirements:** The position requires good physical skills in hand-eye/mind-eye coordination and hearing. Use of wrists, hands and fingers in keyboarding and typing is essential. The ability to effectively communicate verbally and in writing is required. At times the position will require carrying and lifting equipment, filing, stooping, sitting, standing, and walking. Possess the physical ability to perform all the essential functions and duties identified in the job description. The ability to drive a car is required.
- D. Other Requirements:** Excellent oral and written communication skills. Demonstrative skills in human relations, leadership, and conflict management. Demonstrative ability to work effectively with community groups, parents, agencies, Cooperative School Board Members, and Superintendents. Demonstrative competency with computers and use of word processing, spread sheets, and data entry.

**REPORTS TO:** THE BOARD OF DIRECTORS AND THE ADVISORY BOARD OF SUPERINTENDENTS



**ESSENTIAL FUNCTIONS AND DUTIES:**

- 1) Provides leadership in the development of appropriate special education programs for all Cooperative school districts.
- 2) Supervises and provides guidance to Cooperative staff to ensure clear understanding of roles and responsibilities.
- 3) Works collaboratively with teachers, parents, administrators and community members in implementing special education services.
- 4) Facilitates the inclusion of special education children in the general education curricular and co-curricular activities to the fullest extent possible.
- 5) Communicates with parents and school staff regarding appropriate special education services.
- 6) Maintains personal and professional skills necessary for providing leadership in the implementation special education services.
- 7) Develops policies and procedures for the Board of Directors and the Advisory Board of Superintendents.
- 8) Collects and maintains special education data for accountability.
- 9) Develops and maintains the Cooperative's policies and procedures manual.
- 10) Monitors area of responsibility for compliance with state and federal regulations.
- 11) Assists in recruitment, selection, assignment and supervision of Cooperative staff.
- 12) Assesses staff training needs and plans appropriate for in-service activities.
- 13) Provides support and technical assistance to staff regarding special education.
- 14) Collaborates with special education teachers and staff in the development of curriculum and instructional modifications.
- 15) Assures the development of special education programs that provide a full continuum of services.
- 16) Assists school districts with inter-agency service agreements to implement student IEP's.
- 17) Assists Cooperative staff in developing and implementing methods for evaluating the effectiveness of the services being provided.
- 18) Creates an attitude among special educators that student success is the primary goal of special education.
- 19) Establishes a climate that promotes the orderly management of staff while maintaining the dignity and positive self-concept of each individual.
- 20) Adheres to the direction of the Board and responds appropriately to administrative supervision.

- 21) Utilizes available resource and generates collaborative educational efforts with school districts and service agencies.
- 22) Participates as a member of professional organizations to enhance special education services for children.
- 23) Performs other duties as assigned by the Board of Directors or the Advisory Board of Superintendents.
- 24) Understands and practices confidentiality with regard to the requirements set forth in the Family Educational Rights and Privacy Act (FERPA) and in professional practices.

Cornbelt Educational Cooperative

**WORKING CONDITIONS:**

<b>A.</b>	<b>Inside</b>	<b>Outside</b>	<b>Both</b>
			<b>XXX</b>

**B. Climatic Environment:**

Typically, work is conducted in comfortable class rooms, offices and other appropriate school settings. However, some working areas are not climate controlled and may be subject to extremes in temperature and humidity. Varying degrees of travel is required for this position which may result in exposure to outside elements because of weather conditions.

**C. Hazards:**

Some classrooms, offices, and school settings may expose employees to communicable diseases. In a typical school setting exposure to chalk dust, chemicals, fumes, stairs, etc. are potential hazards including structural supports, equipment, materials, and other overall environmental surroundings. Travel between schools and other school settings may cause exposure to hazardous driving and walking conditions because of weather conditions.

**I have read and understand the above Director's job description and can fulfill the essential functions as listed.**

\_\_\_\_\_  
**Signature Required**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

## JOB DESCRIPTION

### CORNBELT EDUCATIONAL COOPERATIVE

**JOB TITLE:** BUSINESS MANAGER

**REQUIREMENTS:**

- A. Education Level:** Training beyond high school that documents successful skills and training in accounting and school business management.
- B. Experience Desired:** Two (2) years' experience in school finance or a related field.
- C. Physical Requirements:** The position requires good physical skills in hand-eye/mind-eye coordination and hearing. Use of wrists, hands and fingers in keyboarding and typing. The ability to effectively communicate verbally and in writing is required. At times the position will require carrying and lifting equipment, filing, stooping, sitting, standing, and walking. Possess the physical ability to perform all the essential functions and duties identified in the job description.
- D. Other Requirements:** Demonstrated proficiency in the use of computer and accounting software programs. Demonstrate competency with computers and use of word processing, spread sheets, and data entry. Demonstrative ability to work well with others.

**REPORTS TO:** COOPERTIVE DIRECTOR, ADVISORY BOARD, AND BOARD DIRECTORS

## **ESSENTIAL FUNCTIONS AND DUTIES:**

### **SUPERVISION OF STAFF**

- 1) Is responsible for the over-all fiscal management of the Cooperative.
- 2) Supervises and monitors the day to day operations of the business office.
- 3) Identifies opportunities for professional growth with respect to clinics, workshops, conferences, conventions, professional organizations and appropriate in-service education programs.
- 4) Submits an annual budget for the operation of the Cooperative to the Director, Advisory Board, and Board of Directors.
- 5) Oversees employee travel reimbursements and claims.

### **BUDGET DEVELOPMENT AND CONTROL**

- 6) Conducts and projects fiscal planning in terms of the educational needs of the Cooperative within the financial resources provided.
- 7) Develops the Cooperative budget in conjunction with the Director.

### **PURCHASING**

- 8) Provides a system for purchasing equipment and supplies.
- 9) Interprets Board policy and state statutes regarding purchasing.
- 10) Works with the Director in making financial recommendations to the Advisory Board and Board of Directors.

### **ACCOUNTING SYSTEM**

- 11) Administers the Cooperative accounting system and provides for proper safeguards for the custody of funds in accordance with all policies and statutes. Administers all funds for the Cooperative; provides for proper control of receipt and disbursement of monies for the funds. Provides for continuing process of internal audit control of Cooperative business and administration processes. Administers the preparation of Cooperative monthly and annual financial reports.

### **INSURANCE**

- 12) Administers the property and casualty insurance program of the Cooperative (policies, insurable values-building and contents, overages to be provided, claims and reporting, insurance procurement procedures, etc.).
- 13) Oversees the health insurance plan and all other employee benefits programs.

**PAYROLL**

- 14) Administers a system for the preparation of payroll and benefits for all personnel; makes payment of same in accordance with individual contracts and Cooperative policies.
- 15) Oversees the payroll process to insure that all Federal and Internal Revenue Service requirements are met.

**INFORMATION MANAGEMENT SERVICES**

- 16) Oversees management of personnel records and ensures they are properly stored and maintained.

**PUBLIC RELATIONS**

- 17) Cooperates with community members with dissemination of information to the public regarding Cooperative financial affairs.
- 18) Performs other duties as assigned by the Director, Advisory Board, or Board of Directors.
- 19) Understands and practices confidentiality with regard to the requirements set forth in the Family Educational Rights and Privacy Act (FERPA).

**WORKING CONDITIONS:**

**A. Inside**

**Outside**

**Both**

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**XXX**

**B. Climatic Environment:**

Typically, work is conducted in comfortable class rooms, offices and other appropriate school settings. However, some working areas are not climate controlled and may be subject to extremes in temperature and humidity. Varying degrees of travel is required for this position which may result in exposure to outside elements because of weather conditions.

**C. Hazards:**

Some classrooms, offices, and school settings may expose employees to communicable diseases. In a typical school setting exposure to chalk dust, chemicals, fumes, stairs, etc. are potential hazards including structural supports, equipment, materials, and other overall environmental surroundings. Travel between schools and other school settings may cause exposure to hazardous driving and walking conditions because of weather conditions.

**I have read and understand this job description and can fulfill the essential functions as listed.**

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**Signature**

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**Date**

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**Print Name**

## JOB DESCRIPTION

### CORNBELT EDUCATIONAL COOPERATIVE

**JOB TITLE:** PSYCHOLOGIST

**REQUIREMENTS:**

- A. Education Level:** Education Specialist degree and endorsement as school psychologist Certification or licensure: South Dakota teacher certificate
- B. Experience Desired:** Successful internship in school psychology.
- C. Physical Requirements:** The position requires good physical skills in hand-eye/mind-eye coordination and hearing. Use of wrists, hands and fingers in keyboarding and typing. The ability to effectively communicate verbally and in writing is required. At times the position will require carrying and lifting equipment, filing, stooping, sitting, standing, and walking. Possess the physical ability to perform all the essential functions and duties identified in the job description. The ability to drive a car is required.
- D. Other Requirements:** Excellent oral and written communication skills. Skills in human relations, leadership and conflict management. Competence in completing assessments, developing interventions, and consulting with others. Demonstrate competency with computers and use of word processing, spread sheets, and data entry. Demonstrative ability to work well with others.

**REPORTS TO:** COOPERATIVE DIRECTOR

**RECEIVES GUIDANCE FROM:** COOPERATIVE DIRECTOR, SUPERINTENDENTS, AND PRINCIPALS



**ESSENTIAL FUNCTIONS AND DUTIES:**

- 1) Administers individual psychometric assessments of students.
- 2) Prepares evaluation reports for IEP evaluation teams and parents.
- 3) Participates in school district IEP team meetings, recommends eligibility for special education, and assists with plans for intervention.
- 4) Participates in parent conferences, IEP meetings, and communicates with parents as needed.
- 5) Utilizes evaluation and intervention techniques consistent with current professional standards.
- 6) Builds good interpersonal relationships and establishes positive rapport with students, colleagues, administrators and parents.
- 7) Establishes student success as a primary goal, and provides opportunities for students to experience success.
- 8) Consults with teachers, parents and school personnel to enhance students' learning, social and behavioral skills.
- 9) Works directly with students or families, to help solve problems related to learning and adjustments.
- 10) Seeks out and participates in professional growth activities.
- 11) Provides counseling, social skills training, behavior management, and other interventions as needed.
- 12) Assists school districts with crisis interventions.
- 13) Evaluates the effectiveness of academic programs, behavior management procedures, and other special education services provided to students.
- 14) Conducts research to generate new knowledge to improve learning and behavior.
- 15) Participates in school and Cooperative committees, and abides by Cooperative policies and rules.
- 16) Performs other duties as assigned by the Director.
- 17) Provides necessary in-service training for special education and general education teachers, Para-professionals, and school administrators.
- 18) Understands and practices confidentiality with regard to the requirements set forth in the Family Educational Rights and Privacy Act (FERPA).

**WORKING CONDITIONS:**

**A. Inside**

**Outside**

**Both**

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**XXX**

**B. Climatic Environment:**

Typically, work is conducted in comfortable class rooms, offices and other appropriate school settings. However, some working areas are not climate controlled and may be subject to extremes in temperature and humidity. Varying degrees of travel is required for this position which may result in exposure to outside elements because of weather conditions.

**C. Hazards:**

Some classrooms, offices, and school settings may expose employees to communicable diseases. In a typical school setting exposure to chalk dust, chemicals, fumes, stairs, etc. are potential hazards including structural supports, equipment, materials, and other overall environmental surroundings. Travel between schools and other school settings may cause exposure to hazardous driving and walking conditions because of weather conditions.

**I have read and understand this job description and can fulfill the essential functions as listed.**

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**Signature**

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**Date**

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**Print Name**

## JOB DESCRIPTION

### CORNBELT EDUCATIONAL COOPERATIVE

**JOB TITLE:** EARLY CHILDHOOD SPECIAL EDUCATION  
PROGRAM COORDINATOR

**REQUIREMENTS:**

- A.** **Education Level:** Master's degree and certification as an Early Childhood Special Education teacher.
- B.** **Experience Desired:** At least three (3) years successful experience as an Early Childhood Special Education teacher in a school or other Early Childhood setting.
- C.** **Physical Requirements:** The position requires good physical skills in hand-eye/mind-eye coordination and hearing. Use of wrists, hands and fingers in keyboarding and typing. The ability to effectively communicate verbally and in writing is required. At times the position will require carrying and lifting equipment, filing, stooping, sitting, standing, and walking. Possess the physical ability to perform all the essential functions and duties identified in the job description. The ability to drive a car is required.
- D.** **Other Requirements:** Excellent oral and written communication skills. Demonstrate competency with computers and use of word processing, spread sheets, and data bases. Skills in human relations, leadership, and conflict management. Demonstrated knowledge of curriculum and regulations in early childhood special education. Demonstrated ability to work well with others.

**REPORTS TO:** COOPERATIVE DIRECTOR

**RECEIVES GUIDANCE FROM:** COOPERATIVE DIRECTOR AND PRINCIPALS

**ESSENTIAL FUNCTIONS AND DUTIES:**

- 1) Provides leadership to Early Childhood Special Education programs.
- 2) Leads staff in the implementation of Early Childhood Special Education instructional techniques, curriculum methodology, and assessment instruments.
- 3) Oversees Early Childhood screening activities.
- 4) Completes evaluations of Early Childhood Special Education teachers and submits recommendations to the Director.
- 5) Chairs IEP and evaluation meetings as assigned.
- 6) Monitors program for compliance with state and federal regulations.
- 7) Ensures that teaching techniques are consistent with the research on characteristics of effective Early Childhood learning.
- 8) Elicits parental involvement in Early Childhood Special Education programs.
- 9) Provides training and technical assistance to Early Childhood staff.
- 10) Selects, assigns, and supervises Early Childhood Special Education teachers and educational assistants, as assigned.
- 11) Assists school administrators in arranging for transportation for Early Childhood Special Education students.
- 12) Assists in developing and implementing Early Childhood Special Education procedures.
- 13) Assists in the preparation and monitoring of the Early Childhood Special Education budget.
- 14) Coordinates regularly scheduled Early Childhood Special Education meetings.
- 15) Coordinates Cooperative wide Early Childhood projects as assigned, such as transition to elementary schools, coordination of Part C programming, curriculum and assessment development, or parent involvement.
- 16) Performs other special education duties assigned by the Director.
- 17) Ability to align curriculum and instruction to the state content and extended standards.
- 18) Ability to develop appropriate Individual Educational Plans (IEP) for children with disabilities.
- 19) Ability to make referrals, conduct appropriate screenings and evaluations and make placement recommendations for children with disabilities.
- 20) Understands and practices confidentiality with regard to the requirements set forth in the Family Educational Rights and Privacy Act (FERPA).

**WORKING CONDITIONS:**

<b>A.</b>	<b>Inside</b>	<b>Outside</b>	<b>Both</b>
			<b>XXX</b>

**B. Climatic Environment:**

Typically, work is conducted in comfortable class rooms, offices and other appropriate school settings. However, some working areas are not climate controlled and may be subject to extremes in temperature and humidity. Varying degrees of travel is required for this position which may result in exposure to outside elements because of weather conditions.

**C. Hazards:**

Some classrooms, offices, and school settings may expose employees to communicable diseases. In a typical school setting exposure to chalk dust, chemicals, fumes, stairs, etc. are potential hazards including structural supports, equipment, materials, and other overall environmental surroundings. Travel between schools and other school settings may cause exposure to hazardous driving and walking conditions because of weather conditions.

**I have read and understand this job description and can fulfill the essential functions as listed.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

## JOB DESCRIPTION

### CORNBELT EDUCATIONAL COOPERATIVE

**JOB TITLE:** SPEECH, LANGUAGE AND HEARING PROGRAM  
COORDINATOR

**REQUIREMENTS:**

- A. Education Level:** Master's degree is desired with certification as a Speech Pathologist.
- B. Experience Desired:** At least three (3) years of successful experience as a Speech-Language Pathologist in a school setting or clinical setting.
- C. Physical Requirements:** The position requires good physical skills in hand-eye/mind-eye coordination and hearing. Use of wrists, hands and fingers in keyboarding and typing. The ability to effectively communicate verbally and in writing is required. At times the position will require carrying and lifting equipment, filing, stooping, sitting, standing, and walking. Possess the physical ability to perform all the essential functions and duties identified in the job description. The ability to drive a car is required.
- D. Other Requirements:** Excellent oral and written communication skills. Demonstrate competency with computers and use of word processing, spread sheets and data bases. Skills in human relations, leadership, and conflict management. Demonstrated knowledge of techniques consistent with research on characteristics of effective speech therapy. Demonstrated ability to work well with others.

**REPORTS TO:** COOPERATIVE DIRECTOR

**RECEIVES GUIDANCE FROM:** COOPERATIVE DIRECTOR AND PRINCIPALS

**ESSENTIAL FUNCTIONS AND DUTIES:**

- 1) Provides leadership to speech, language and hearing programs.
- 2) Leads staff in the implementation of speech, language, and hearing instructional techniques, curriculum methodology and assessment instruments.
- 3) Oversees speech, language, and hearing screening activities.
- 4) Completes evaluations of speech, language, hearing Pathologists and submits recommendations to the Director.
- 5) Chairs IEP and evaluation meetings as assigned.
- 6) Monitors program for compliance with state and federal regulations.
- 7) Ensures that therapy techniques are consistent with the research on characteristics of effective speech therapy.
- 8) Elicits parental involvement in speech, language, and hearing programs.
- 9) Provides training and technical assistance to speech, language, and hearing staff.
- 10) Selects, assigns, and supervises Speech-Language Pathologists and educational assistants, as needed.
- 11) Assists school administrators in arranging for transportation for speech, language, and hearing services.
- 12) Assists in developing and implementing speech, language, and hearing procedures.
- 13) Assists in the preparation and monitoring of the speech, language and hearing budget.
- 14) Coordinates regularly scheduled speech, language, and hearing meetings.
- 15) Coordinates Cooperative-wide speech, language, and hearing projects as assigned, such as transition to elementary schools, coordination of Part C programming, curriculum and assessment development, or parent involvement.
- 16) Performs other special education duties assigned by the Director.
- 17) Ability to align curriculum and instruction to the state content and extended standards.
- 18) Ability to develop appropriate Individual Educational Plans (IEP) for children with disabilities.
- 19) Ability to make referrals, conduct appropriate screening and evaluations and make placement recommendations for children with disabilities.
- 20) Understands and practices confidentiality with regard to the requirements set forth in the Family Educational Rights and Privacy Act (FERPA).

**WORKING CONDITIONS:**

**A. Inside**

**Outside**

**Both**

**XXX**

**B. Climatic Environment:**

Typically, work is conducted in comfortable class rooms, offices and other appropriate school settings. However, some working areas are not climate controlled and may be subject to extremes in temperature and humidity. Varying degrees of travel is required for this position which may result in exposure to outside elements because of weather conditions.

**C. Hazards:**

Some classrooms, offices, and school settings may expose employees to communicable diseases. In a typical school setting exposure to chalk dust, chemicals, fumes, stairs, etc. are potential hazards including structural supports, equipment, materials, and other overall environmental surroundings. Travel between schools and other school settings may cause exposure to hazardous driving and walking conditions because of weather conditions.

**I have read and understand this job description and can fulfill the essential functions as listed.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**



## **JOB DESCRIPTION**

### **CORNBELT EDUCATIONAL COOPERATIVE**

**JOB TITLE:** **EARLY CHILDHOOD SPECIAL EDUCATION TEACHER**

**REQUIREMENTS:**

- A.** **Education Level:** Bachelor's degree in an approved teacher education program. South Dakota Teacher certificate with endorsement in Early Childhood Special Education.
- B.** **Experience Desired:** Successful student teaching.
- C.** **Physical Requirements:** The position requires good physical skills in hand-eye/mind-eye coordination and hearing. Use of wrists, hands and fingers in keyboarding and typing. The ability to effectively communicate verbally and in writing is required. At times the position will require carrying and lifting equipment, filing, stooping, sitting, standing, and walking. Possess the physical ability to perform all the essential functions and duties identified in the job description. The ability to drive a car is required.
- D.** **Other Requirements:** Excellent oral and written communication skills. Demonstrated skills in human relations, leadership, and conflict management. Demonstrated competency in word processing, spreadsheets and data bases. Demonstrated ability to work well with others.

**REPORTS TO:** COOPERATIVE COORDINATOR OF EARLY CHILDHOOD SERVICES

**RECEIVES GUIDANCE FROM:** COOPERATIVE DIRECTOR, PRINCIPALS, AND EARLY CHILDHOOD COORDINATOR

### **ESSENTIAL FUNCTIONS AND DUTIES:**

- 1) Teaches children utilizing instructional techniques and curriculum designs that are consistent with research on characteristics of effective Early Childhood learning.
- 2) Provides school based and itinerant services on a Cooperative-wide basis as directed by the Early Childhood Coordinator.
- 3) Participates in screening activities, evaluations, placement decisions, and development of IEP's/IFSP's for eligible students.
- 4) Maintains student records regarding the referral, evaluation, and placement process in compliance with district, state, and federal requirements.
- 5) Participates in parent conferences, and communicates with parents on a routine basis keeping them well-informed about their child's school progress.
- 6) Plans and implements home visits, family focused curriculum, and small/large group parent activities.
- 7) Establishes student success as a primary teaching goal, and provides opportunity for all students to experience success.
- 8) Promotes developmental growth and achievement for all students.
- 9) Monitors student classroom effort and parent-child activities, thus providing continuous feedback to parents and students of academic progress.
- 10) Establishes classroom management system that promotes the most efficient use of learning time.
- 11) Establishes a learning climate that promotes the orderly behavior of all students while maintaining the dignity and positive self-concept of each student.
- 12) Ensures a learning environment that provides for the well-being, health and safety of all students.
- 13) Participates in school and Cooperative educational committees and meetings.
- 14) Performs other duties as assigned by supervisors.
- 15) Ability to align curriculum and instruction to the state content and extended standards.
- 16) Ability to develop appropriate Individual Educational Plans (IEP) for children with disabilities.
- 17) Ability to make referrals, conduct appropriate screening and evaluations and make placement recommendations for children with disabilities.
- 18) Understands and practices confidentiality with regard to the requirements set forth in the Family Educational Rights and Privacy Act (FERPA).

**WORKING CONDITIONS:**

<b>A.</b>	<b>Inside</b>	<b>Outside</b>	<b>Both</b>
			<b>XXX</b>

**B. Climatic Environment:**

Typically, work is conducted in comfortable class rooms, offices and other appropriate school settings. However, some working areas are not climate controlled and may be subject to extremes in temperature and humidity. Varying degrees of travel is required for this position which may result in exposure to outside elements because of weather conditions.

**C. Hazards:**

Some classrooms, offices, and school settings may expose employees to communicable diseases. In a typical school setting exposure to chalk dust, chemicals, fumes, stairs, etc. are potential hazards including structural supports, equipment, materials, and other overall environmental surroundings. Travel between schools and other school settings may cause exposure to hazardous driving and walking conditions because of weather conditions.

**I have read and understand this job description and can fulfill the essential functions as listed.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

## JOB DESCRIPTION

### CORNBELT EDUCATIONAL COOPERATIVE

**JOB TITLE:** SPEECH-LANGUAGE PATHOLOGIST

**REQUIREMENTS:**

- A.** **Education Level:** Bachelor's or Master's degree and Licensure from South Dakota Board of Examiners for Speech-Language Pathology.
- B.** **Experience Desired:** Successful Internship.
- C.** **Physical Requirements:** The position requires good physical skills in hand-eye/mind-eye coordination and hearing. Use of wrists, hands and fingers in keyboarding and typing. The ability to effectively communicate verbally and in writing is required. At times the position will require carrying and lifting equipment, filing, stooping, sitting, standing, and walking. Possess the physical ability to perform all the essential functions and duties identified in the job description. The ability to drive a car is required.
- D.** **Other Requirements:** Excellent oral and written communication skills. Demonstrated skills in human relations, leadership and conflict management. Demonstrated competency in word processing, spread sheets and data bases. Demonstrated ability to work well with others.

**REPORTS TO:** COORDINATOR OF SPEECH SERVICES

**RECEIVES GUIDANCE FROM:** SUPERINTENDENTS, PRINCIPALS, AND COORDINATOR OF SPEECH SERVICES

**ESSENTIAL FUNCTIONS AND DUTIES:**

- 1) Teaches students with speech, language and hearing disorders utilizing instructional techniques and curriculum designs that are consistent with research on characteristics of effective speech therapy models.
- 2) Provides itinerant services on a Cooperative-wide basis as directed by the Coordinator according to student needs in the area of communication disorders.
- 3) Participates in speech and hearing screening activities, evaluations, placement decisions, and development of IEP plans for eligible students.
- 4) Ability to develop appropriate Individual Educational Plans (IEP) for children with Disabilities.
- 5) Maintains student records regarding the referral, evaluation and placement process in compliance with district, state and federal requirements.
- 6) Participates in parent conferences and communicates with parents on a routine basis, keeping them well informed about their child's progress.
- 7) Establishes student success as a primary teaching goal and provides opportunities for students to experience success.
- 8) Promotes achievement in the area of communication for qualified students.
- 9) Monitors student progress and provides continuous feedback to enhance learning.
- 10) Establishes a learning climate that promotes the orderly behavior of all students while maintaining the dignity and positive self-concept of each student.
- 11) Participates in school and Cooperative educational committees and meetings.
- 12) Ensures a learning environment that provides for the well-being, health and safety of all students.
- 13) Performs other duties as assigned by the Director or Coordinator.
- 14) Ability to align curriculum and instruction to the state content and extended standards.
- 15) Ability to make referrals, conducts appropriate screening and evaluations, and make placement recommendations for children with disabilities.
- 16) Understands and practices confidentiality with regard to the requirements set forth in the Family Educational Rights and Privacy Act (FERPA).

**WORKING CONDITIONS:**

**A. Inside**

**Outside**

**Both**

**XXX**

**B. Climatic Environment:**

Typically, work is conducted in comfortable class rooms, offices and other appropriate school settings. However, some working areas are not climate controlled and may be subject to extremes in temperature and humidity. Varying degrees of travel is required for this position which may result in exposure to outside elements because of weather conditions.

**C. Hazards:**

Some classrooms, offices, and school settings may expose employees to communicable diseases. In a typical school setting exposure to chalk dust, chemicals, fumes, stairs, etc. are potential hazards including structural supports, equipment, materials, and other overall environmental surroundings. Travel between schools and other school settings may cause exposure to hazardous driving and walking conditions because of weather conditions.

**I have read and understand this job description and can fulfill the essential functions as listed.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

Approved May 12, 2015

## JOB DESCRIPTION

### CORNBELT EDUCATIONAL COOPERATIVE

**JOB TITLE:** ADMINISTRATIVE SECRETARY

**REQUIREMENTS:**

- A. Education Level:** Training beyond high school in an applicable area. Vocational training in secretarial skills is desired.
- B. Experience Desired:** Three (3) to five (5) years administrative secretary experience or a related field.
- C. Physical Requirements:** The position requires good physical skills in hand-eye/mind-eye coordination and hearing. Use of wrists, hands and fingers in keyboarding and typing. The ability to effectively communicate verbally and in writing is required. At times the position will require carrying and lifting equipment, filing, stooping, sitting, standing, and walking. Possess the physical ability to perform all the essential functions and duties identified in the job description.
- D. Other Requirements:** Demonstrated ability to work with people in a positive manner. Strong verbal and written communication skills. Excellent organizational skills, office management skills, and budget management skills. The ability to use a computer for word processing, spreadsheets, and data bases, and diagnostic programs. Be self-motivating and able to finish projects in a timely manner. Maintenance of student files. Demonstrated ability to work well with others. Ability to work in a team setting, maintaining a flexible, stable work environment. Management of all materials and supply requisitions. The ability to make decisions and demonstrate public relation skills.

COOPERATIVE DIRECTOR

**REPORTS TO:**

**RECEIVES GUIDANCE FROM:**

COOPERATIVE DIRECTOR  
SPEECH/PRESCHOOL COORDINATOR  
PSYCHOLOGISTS  
BUSINESS MANAGER

**ESSENTIAL FUNCTIONS AND DUTIES:**

- 1) Assists the Cooperative Director and Business Manager, in planning and carrying out the administrative functions of the Cooperative.
- 2) Knows policies and procedures of the Cooperative and departments in order to provide information to callers and those who come in for information.
- 3) Maintains calendars and schedules for the Director, Speech/Preschool Coordinator, Psychologists, and Adaptive PE Coordinator.
- 4) Responds to routine questions about special education rules and policies for students, employees, and parents.
- 5) Works closely with the school psychologists in the writing and proof reading of confidential student evaluation reports.
- 6) Works closely with the Early Childhood/Speech Coordinator in maintaining confidential records, reports, schedules, data collection, and correspondences.
- 7) Creates documents by word processing, including correspondence, budget information, memos, and agendas for meetings, policy revisions, and curriculum guides.
- 8) Maintains attendance and absence records of all Cooperative staff.
- 9) Assists the Director and Business Manager in the development of budgets, managing and filing fiscal documents.
- 10) Assists the Business Manager in completing vouchers, purchase orders, and other financial documents necessary for fiscal operations.
- 11) Manages office supplies, forms, and all office equipment.
- 12) Handles correspondence for all Cooperative office staff including composing, editing, and preparing documents.
- 13) Provides agendas, records, and minutes from all staff meetings.
- 14) Screens calls and routes to appropriate person within the Cooperative office.
- 15) Manages student accounting system to track students receiving special education services.
- 16) Assists in developing, refining, and distributing the Policies and Procedures Handbook, and Guide for Special Education Services Handbooks.
- 17) Assists with various projects as requested by all office staff in a timely manner.
- 18) Performs all duties as assigned by the Cooperative Director.
- 19) Understands and practices confidentiality with regard to the requirements set forth in the Family Educational Rights and Privacy Act (FERPA).



**WORKING CONDITIONS:**

**A. Inside**

**Outside**

**Both**

**XXX**

**B. Climatic Environment:**

Typically, work is conducted in comfortable class rooms, offices and other appropriate school settings. However, some working areas are not climate controlled and may be subject to extremes in temperature and humidity.

**C. Hazards:**

Some classrooms, offices, and school settings may expose employees to communicable diseases. In a typical school setting exposure to chalk dust, chemicals, fumes, stairs, etc. are potential hazards including structural supports, equipment, materials, and other overall environmental surroundings.

**I have read and understand this job description and can fulfill the essential functions as listed.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

## JOB DESCRIPTION

### CORNBELT EDUCATIONAL COOPERATIVE

**JOB TITLE:** EDUCATION ASSISTANT (K-12) AND  
EDUCATIONAL ASSISTANT EARLY CHILDHOOD

**REQUIREMENTS:**

- A. Education Level:** High school diploma and Praxis Certified or an Associate's degree.
- B. Experience Desired:** Previous work in a school setting or day care is desired.
- C. Physical Requirements:** The position requires good physical skills in hand-eye/mind-eye coordination and hearing. Ability to use wrists, hands and fingers in keyboarding and typing is essential. The ability to effectively communicate verbally and in writing is required. At times the position will require carrying and lifting equipment, filing, stooping, sitting, standing, and walking. Possess the physical ability to perform all the essential functions and duties identified in the job description. The ability to drive a car, van, or mini school bus is required (*not requiring a CDL license*).
- D. Other Requirements:** Possess a valid S.D Operators Driver's License. Participate in professional development activities and implement training to enhance instructional skills, child behavior management strategies, and other educational strategies to improve student performance.

**REPORTS TO:** SUPERVISING TEACHER AND PRESCHOOL  
COORDINATOR

**RECEIVES GUIDANCE FROM:** SUPERVISING TEACHER AND PRESCHOOL  
COORDINATOR

**ESSENTIAL FUNCTIONS AND DUTIES:**

- 1) Demonstrate good work attendance and work characteristics.
- 2) Ability to follow oral directions and written plans.
- 3) Ability to communicate clearly with adults and children.
- 4) Ability to work in a team setting and be flexible regarding assignments.
- 5) Assist preschool and school age children in accessing transportation.
- 6) Provide personal care to students with special daily living needs (e.g., toileting, feeding, physical management).
- 7) Tutor students 1:1 and in small groups in special education classrooms and/or general education classrooms.
- 8) Work with children in school and at other educational settings.
- 9) Prepare instructional materials as selected by teacher.
- 10) Reinforce appropriate instructional/behavioral objectives as directed.
- 11) Provide clerical assistance for maintaining student records (charting, assignments, attendance, progress notes).
- 12) Supervise identified student(s) in lunchroom, playground, and other educational settings.
- 13) Maintain strict confidentiality regarding personally identifiable information about children assigned to the classroom and services the children are receiving.
- 14) Ensures a learning environment that provides for the well-being, health and safety of all children.
- 15) Provide transportation services for children before, during, and/or after school using a car, van or mini school bus not requiring a CDL license.
- 16) Performs other duties as assigned by teacher, principal, or Coordinator.
- 17) Understands and practices confidentiality with regard to the Requirement set forth in the Family Educational Rights and Privacy Act (FERPA).

**WORKING CONDITIONS:**

**A. Inside**

**Outside**

**Both**

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**XXX**

**B. Climatic Environment:**

Typically, work is conducted in comfortable class rooms, offices and other appropriate school settings. However, some working areas are not climate controlled and may be subject to extremes in temperature and humidity. Varying degrees of travel is required for this position which may result in exposure to outside elements because of weather conditions.

**C. Hazards:**

Some classrooms, offices, and school settings may expose employees to communicable diseases. In a typical school setting exposure to chalk dust, chemicals, fumes, stairs, etc. are potential hazards including structural supports, equipment, materials, and other overall environmental surroundings. Travel between schools and other school settings may cause exposure to hazardous driving and walking conditions because of weather conditions.

**I have read and understand this job description and can fulfill the essential functions as listed.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

Approved May 12, 2009

## JOB DESCRIPTION

### CORNBELT EDUCATIONAL COOPERATIVE

**JOB TITLE:** MEDICAID BILLING AGENT

**REQUIREMENTS:**

- A. Education Level:** Training beyond high school that documents successful skills and training in basic accounting.
- B. Experience Desired:** Previous work in basic accounting or a related field.
- C. Physical Requirements:** The position requires good physical skills in hand-eye/mind-eye coordination and hearing. Use of wrists, hands and fingers in keyboarding and typing. The ability to effectively communicate verbally and in writing is required. At times the position will require carrying and lifting equipment, filing, stooping, sitting, standing, and walking. Possess the physical ability to perform all the essential functions and duties identified in the job description.
- D. Other Requirements:** Demonstrated proficiency in the use of computer and basic accounting software programs. Demonstrate competency with computers and use of word processing, spread sheets, and data entry. Demonstrative ability to work well with others.

**REPORTS TO:** COOPERTIVE DIRECTOR, ADVISORY BOARD, AND BOARD DIRECTORS

**ESSENTIAL FUNCTIONS AND DUTIES:**

- 1) Responsible for over-all fiscal management of Medicaid billing for the Cooperative.
- 2) Completes and submits timely Medicaid reimbursement forms to the Department of Social Services on behalf of the member school districts.
- 3) Develops and submits Medicaid revenue reports to the Cooperative Director, Advisory Board, and Board of Directors.
- 4) Insures that member district applications for Medicaid reimbursements are approved by the Department of Social Services.
- 5) Provides timely information to the Cooperative regarding any changes in Medicaid reimbursements.
- 6) Insures that all materials and equipment owned by the Cooperative under the care and custody of the Medicaid Billing Agent are maintained and secured for Medicaid billing purposes.
- 7) Insures that all Medicaid records pertaining to confidentiality are in compliance with both state and federal laws.
- 8) Performs other duties as assigned by the Director, Advisory Board, or Board of Directors.

**WORKING CONDITIONS:**

**A. Inside**

**Outside**

**Both**

**XXX**

**B. Climatic Environment:**

Typically, work is conducted in comfortable class rooms, offices and other appropriate school settings. However, some working areas are not climate controlled and may be subject to extremes in temperature and humidity.

**C. Hazards:**

Some classrooms, offices, and school settings may expose employees to communicable diseases. In a typical school setting exposure to chalk dust, chemicals, fumes, stairs, etc. are potential hazards including structural supports, equipment, materials, and other overall environmental surroundings.

**I have read and understand this job description and can fulfill the essential functions as listed.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

**Conflict of Interest Disclaimer**

**All Cooperative employees participating in any Special Education activity during the identification, evaluation, educational placement, and provisions of a free appropriate education processes shall agree to the following professional competency statement:**

I \_\_\_\_\_, shall immediately remove myself from any special  
(Employee's Name)

**education activity during the identification, evaluation, educational placement, and provisions of a free appropriate education processes whenever there exists or appears to exist, any personal problems or conflicts of interests that may interfere with my professional judgement and effectiveness as an unbiased professional educator.**

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date



**COOPERATIVE AGREEMENT  
ESTABLISHING  
NORTHWEST AREA SCHOOLS EDUCATIONAL COOPERATIVE**

THIS AGREEMENT is made and entered into by and between the following South Dakota School Districts pursuant to authorization and provisions of SDCL 13-5-32, 13-37-24.2 and CH. 1-24:

- BISON SCHOOL DISTRICT #52-1
- DUPREE SCHOOL DISTRICT #64-2 FAITH
- SCHOOL DISTRICT #46-2
- HARDING COUNTY SCHOOL DISTRICT #31-1
- MCINTOSH SCHOOL DISTRICT #15-1 TIMBER LAKE
- SCHOOL DISTRICT #20-3

**ARTICLE 1  
CREATION, NAME, PURPOSE AND POWERS**

- 1.1 There is hereby created and established as a legal entity, a cooperative educational Service unit pursuant to statutes stated above.
- 1.2 The name of the cooperative educational service unit created and established by this agreement shall be the NORTHWEST AREA SCHOOLS EDUCATIONAL COOPERATIVE (the "Cooperative").
- 1.3 The intent and purpose of establishing the cooperative and this agreement is to provide to member districts, cooperative educational services in the areas of special education, adult education, in-service training and other educational services as determined and agreed upon by its member districts. Member districts realize that it is economically feasible and consequently to their advantage to enter into this agreement to share the costs of providing such services.
- 1.4 The Cooperative will exercise the powers granted to its member districts by law, as may be deemed appropriate by the Cooperative, to discharge its duties hereunder, and to that end, the member districts hereby delegate their respective powers accordingly.

**ARTICLE 2  
DURATION OF AGREEMENT**

- 2.1 This agreement shall be for a term of one year running from July 1 through June 30 annually, and is automatically extended for additional one-year periods thereafter unless written notice is received by Northwest Area Schools Educational Cooperative NO later than its January Board Meeting. Exceptions to this would be for any district in their first (5) five years of membership. School districts joining after FY2009 must continue membership status for a minimum of five consecutive years before withdrawal would be permitted by the governing board.
- 2.2 This agreement shall be filed with the Division of Elementary and Secondary Education for final approval by the State Superintendent of said division.

**ARTICLE 3  
ORGANIZATION AND REPRESENTATION**

**3.1 GOVERNING BOARD:**

- 3.1.1 The Cooperative shall be governed by a Governing Board comprised of one (1) school board member from each of the member districts appointed by their respective local board of education.
- 3.1.2 The Governing Board shall elect a chairperson and vice-chairperson from its membership to serve for one-year period. Said elections shall take place in July of each year.
- 3.1.3 The terms of office of the members of the Governing Board shall be for a three-year period. Any unexpired terms of office shall be filled by appointment through the respective local board of education to serve the remainder of the unexpired term of office. There shall be no limit to the number of consecutive or total terms of office held by one member.
- 3.1.4 The Governing Board shall meet on the Second Wednesday of each month. The Chairperson of the Governing Board or a majority of the members of the Governing Board may call special meetings as deemed necessary under provisions of SDCL 13-8-10.
- 3.1.5 A majority of the voting members of the Governing Board shall constitute a quorum for the transaction of official business. A majority vote of all board members is required for the passage of any business.
- 3.1.6 A two-thirds (2/3) majority vote of all Governing Board members is required to adopt or amend by-laws or policies.
- 3.1.7 The Governing Board may adopt, amend, or rescind policies and procedures for the cooperative as deemed necessary to accomplish its purpose.
- 3.1.8 The Governing Board may adopt, amend or rescind any part of this Agreement as deemed necessary to accomplish the purposes of the Agreement but only after a first and second reading of the change has been conducted at regular consecutive monthly meetings of the Governing Board.

**3.2 ADMINISTRATIVE ADVISORY BOARD:**

- 3.2.1 The Cooperative shall have an advisory board composed of the Superintendent from each member school district.
- 3.2.2 The Advisory Board shall elect a chairperson and vice chairperson from its membership to serve for a one-year period. Election of said officers shall take place in August of each year.
- 3.2.3 The Advisory Board shall meet on the second Tuesday of each month.

- 3.2.4 A majority of the members of said board shall constitute a quorum for the transaction of business. A majority vote of all members is required for the passage of any business.
- 3.2.5 The Advisory Board shall supervise the operation of the Cooperative in conjunction with the policies and procedures determined by the Governing Board. The Advisory Board shall make administrative recommendations to the Governing Board concerning employment of personnel, budgets, assessments, policies and procedures and other matters deemed necessary.
- 3.2.6 The Advisory Board shall keep minutes of all meetings and shall provide copies of such minutes to each member within five (5) days of the next meeting.
- 3.2.7 Each Superintendent shall have one (1) vote in all business acted upon by the Advisory Board.

#### **ARTICLE 4 ADMINISTRATION**

##### **4.1 PERSONNEL**

- 4.1.1 The Governing Board shall employ a full time director and appropriate personnel necessary to operate the programs of the Northwest Area Schools Educational Cooperative.
- 4.1.2 A personnel policy handbook containing the grievance policy, leave and benefit policies, salary guideline and evaluation policies shall be adopted by the Governing Board on an annual basis by the July meeting.
- 4.1.3 The amount of service each member district receives from any given cooperative staff member shall be determined by the proportionate share of funds contributed to the Cooperative by said member districts.

##### **4.2 FINANCING:**

- 4.2.1 The Cooperative shall have no power to levy taxes or issue bonds and therefore shall be financed by the member districts and state and federal grant awards or reimbursements
- 4.2.2 The member districts shall pay to the Cooperative their respective individual shares of monies provided by P.L. 94-142 and respective shares of grant monies provided the State of South Dakota, and a local assessment amount as deemed necessary by the adoption of annual budgets by the Governing Board.
- 4.2.3 All funds delivered to the Cooperative shall be expended in accordance with the budgets adopted by the Governing Board.
- 4.2.4 The Cooperative will provide each Governing Board member with a report of its financial status on a monthly basis.
- 4.2.5 The Cooperative will provide a proposed budget to each member district at the regular March meeting of the Governing Board. Said budget shall set forth the anticipated expenditures and revenues for the succeeding school year, including estimated funds each member district will be required to appropriate to the Cooperative.

4.2.6 Each member district shall remit payment of assessments due the Cooperative no later than thirty (30) days after official date of receipt as noted on the assessment statement, unless other arrangements are made with the Northwest Area Schools Business Manager and Director.

4.3 **MINUTES:**

4.3.1 The Governing Board shall keep accurate minutes of all meetings and official transactions taken by the Cooperative.

4.3.2 Copies of said minutes shall be provided each member of the Governing Board and each member district.

4.3.3 Minutes of the Cooperative shall be published in the legal newspaper of said Cooperative to be selected as required by law.

**ARTICLE 5**

**MEMBERSHIP**

5.1 **ADMISSION**

Any school district geographically located in northwestern South Dakota may be admitted as a member district in the Northwest Area Schools Educational Cooperative. All admissions shall be initiated by the district desiring entry by presenting a written application for admission to the Governing Board of the Cooperative. The application shall be addressed to the chairperson of the Governing Board, and shall include:

- A specific statement requesting admission;
- The reason(s) admission is being requested;
- The current and projected enrollments of the school district for the forthcoming three (3) consecutive years;
- The school district's projected needs for special education and other supplemental personnel for the current and forthcoming three (3) consecutive years; and,
- The school district's projected method of meeting its financial obligations to the Cooperative should it be admitted.

If the Governing Board of the Cooperative rules in favor of entry, its ruling must be acted upon by board resolution of 75% of the local boards of education currently holding membership in the Cooperative. If 75% of the local boards rule in favor of entry, approval for the school district's entry will be required of the State Superintendent of Elementary and Secondary Education, whose determination shall be final unless appealed to the courts, by any aggrieved person eligible to bring such suit. Furthermore, it shall be understood that the school district being admitted must agree, through local board resolution, to abide by this Agreement and By-Laws.

5.2 **MAINTAINING MEMBERSHIP:**

Any school district geographically located in northwestern South Dakota, desiring to maintain a membership in the Northwest Area Schools Educational Cooperative, must participate in current operative programs involving Special, Adult, and/or other supplemental educational services.

5.2.1 School districts joining after FY2009 must continue membership status for a minimum of five consecutive years before withdrawal would be permitted by the governing board.

**5.3 PURCHASED SERVICES:**

5.3.1 Any school district geographically located in northwestern South Dakota desiring to purchase services from Northwest Area Schools Educational Cooperative, but not a member, may do so by requesting in writing to the Director of said Educational Cooperative. The service(s) requested will be considered if it causes no financial bind to the membership. Any additional costs for mileage, salaries, supplies or administrative services, will be assumed by the school(s) requesting said services.

5.3.2 Any school, organization or non-member of Northwest Area Schools requesting a bid or cost for specific services may be charged a fee of \$25.00 per hour plus mileage, phone expense, etc., for actual time involved in determining this cost. If the proposal is accepted by said requesting party, this fee shall be applied as credit to said party's total cost.

**5.4 WITHDRAWAL:**

Any school district currently participating in the Northwest Area Schools Educational Cooperative may withdraw from the Cooperative after the 5<sup>th</sup> consecutive year of membership, or thereafter. Such withdrawal shall be initiated by the member district desiring to be released by presenting a written notice for withdrawal to the Governing Board. The notice shall be addressed to the Chairperson of the Governing Board and received on or before its January Board Meeting, or on such date as determined by the Governing Board.

Withdrawal may become effective only at the end of the school year. Such withdrawal shall not affect the liability of the withdrawing school district for obligations incurred during its participation. Any property acquired by the Northwest Area Schools Educational Cooperative program shall remain in the Cooperative so long as a Cooperative program shall be in operation. No property will be distributed to any school district withdrawing from the Cooperative prior to complete dissolution of the Cooperative.

Any ruling made by the Governing Board on the questions of admission, maintaining or withdrawal of a district, or any ruling made by one or more of the local school districts on these matters may be appealed to the State Secretary of Elementary and Secondary Education, whose decision shall be final unless appealed to the courts.

**ARTICLE 6  
DISSOLUTION**

6.1 The Northwest Area Schools Educational Cooperative may be dissolved by a unanimous vote less one (1) of the member school districts. In the event that dissolution is determined, the Chairperson of the Governing Board will instruct the board members to take action by resolution to dissolve the Cooperative at the end of the school fiscal year during which such a resolution is adopted. The resolution to dissolve the Cooperative shall be made prior to February 15 of the current school year. The Governing Board shall terminate the affairs of the Cooperative promptly following the end of the school fiscal year. In event of dissolution, the following procedures are to be followed:

- 6.1.1 Any real or personal property of the Cooperative shall be disposed of according to the provisions of SDCL 13-21.
- 6.1.2 All funds resulting from said disposal shall be returned to the local school districts holding membership in the Cooperative at the time of dissolution. These funds will be split equally amongst the member schools. Exception: Any school district that would obtain new membership would receive dollars under the following formula. Years of membership; 1 through 5: they would not be eligible for these funds. Years 6 through 10: they would receive a 20% share for year 6 and increasing by 20% each year through year 10; at that time they would receive an equal share as all other schools.
- 6.1.3 Dissolution of the Cooperative shall not relieve any member district from being responsible for its continuing obligation for its share of long term indebtedness incurred by the Cooperative prior to dissolution.
- 6.1.4 The Governing Board shall forward all student records to the appropriate member district in which each child is currently enrolled. Employee records and other pertinent records will be administered in accordance with the provisions of the State of South Dakota Records and Management Program.
- 6.2 Final approval for dissolution of the Cooperative shall be requested and received from the State Superintendent of Elementary and Secondary Education prior to the above procedures being implemented.

**AGREEMENT TO PROVIDE EDUCATIONAL SERVICES**

THIS AGREEMENT is made by and between NORTHWEST AREA SCHOOLS MULTI-DISTRICT OF 503 N. Main Street (P.O. Box 35) Isabel, South Dakota 57633-0035, hereinafter referred to as "NORTHWEST" and School District of , South Dakota , hereafter referred to as "XXXX". This agreement is in pursuance of statutes of the State of South Dakota authorizing NORTHWEST to enter into agreements. It is the intent of this agreement that the school facilities and services pursuant to this agreement will be provided solely by NORTHWEST except for the incidental requirements on XXXX and it is intended that this be a joint operation or maintenance of such school facility and activity.

The term of this agreement is two (2) years and includes the regular period of instruction of school years XXXX and XXXX. This contractual agreement may be renewed for additional terms of one (1) year or more only if the boards of each of the parties formally take action extending the agreement and may not be renewed or extended by reason of any other action or inaction of the parties or their representatives. XXXX acknowledges notice of the provisions of NORTHWEST policy that any district desiring to continue a contract for purchase of educational services is required to take formal action and notify NORTHWEST prior to its regular December Center Board meeting.

NORTHWEST agrees to furnish to XXXX mobile units, instructors and equipment to provide CTE (career and technical education) services at the XXXX school site for two semesters. The unit, instructor and equipment will be for one (1) CTE unit selected and designated by NORTHWEST for each semester of the school year. The services shall be for a single unit and single instructional unit for each semester. The mobile unit, equipment and instructor or instructors will be those regularly provided by NORTHWEST for such instructional unit as provided to school districts presently members of NORTHWEST.

**AGREEMENT TO PROVIDE EDUCATIONAL SERVICES**

**Page 2 of 3**

XXXX agrees to provide an appropriate pad and all necessary utility connections for the mobile unit and to pay all utility, heating and related costs of the unit while in the service of XXXX. They agree to provide the pad and connections and any other support provisions including assistance in placing the unit and utility hookup at XXXX reasonably required promptly upon advice of such requirements by a representative of NORTHWEST. The pad and utility connections furnished by them shall remain their property.

Pursuant to NORTHWEST policy, they shall include the mobile classroom in their disaster plan and furnish a copy of such disaster plan to NORTHWEST at its address above. They shall provide such plan promptly upon approval of this agreement.

They agree that the facility and educational services shall be furnished on the same schedule and calendar as the South Dakota schools that are members of NORTHWEST. The services provided are limited to CTE instruction in the normal course of school days to the regular students of XXXX and any students from other nearby South Dakota schools with whom XXXX may have a tuition or assignment agreement provided the total number of students does not exceed the ability of the instructor and facility operating on a normal schedule. The policies of NORTHWEST shall apply and the administrators of XXXX shall familiarize themselves with such policies in order to assure full compliance by XXXX. Any exceptions to the normal procedures and policies of NORTHWEST must be approved in advance in writing by the instructor or instructors provided by NORTHWEST and by either the board or the director of NORTHWEST. Any expense incurred by NORTHWEST by reason of any exception shall be reimbursed to NORTHWEST by XXXX. It is the intent of the parties that the expense to NORTHWEST in providing the services shall be limited to the provision of the mobile classroom or unit, related equipment and the instructor or instructors pertaining to the instructional unit without any additional costs or expense to NORTHWEST for any additional time or services on account of any policy or action of XXXX.



XXXX as a purchasing district shall not become a member district in NORTHWEST for at least two (2) years. XXXX shall not have any vote nor participate in any manner in the administration of NORTHWEST, except that one board member will be invited to attend the monthly meetings of the Center Board as a non-voting guest. The superintendent will also be invited to attend monthly advisory meetings as a non-voting guest.

Policies of NORTHWEST in regard to furnishing of additional vocational education instruction other than during the normal school day, additional basic education instruction or general interest class or any other additional services shall not apply unless and only to the extent provided by a separate contract between these parties.

XXXX promises and agrees to pay to NORTHWEST for the educational services provided for the term of this agreement on an annual base assessment. XXXX would be assessed 5% more than the established base assessment. (The 2015-2016 base assessment is \$78,750.00) Said amount to be amended annually when the 2016-2017 assessment and the 2017-2018 assessments are determined, half being due July 1st, 20\_\_ and the remaining one-half being due January 1, 20\_\_. During the time of this contract, NORTHWEST will also receive the Perkins money that is allocated to XXXX. \*\*In the event that XXXX does not qualify for or receive a Perkins allocation, XXXX agrees to pay an additional seven percent (7%) of the base assessment in lieu of Perkins allocation/money. (7% is subject to change by NWAS)

NORTHWEST will provide a statement to XXXX and XXXX agrees to complete administrative processing and actual payment to NORTHWEST within thirty (30) days of receipt of voucher.

The representatives of each of the parties executing this agreement warrant that the agreement has been approved at a meeting of the governing board of such party duly called and held. The representatives of XXXX represent and warrant that the agreement is within the board's authority. The representatives of NORTHWEST represent that this agreement is within the authority of NORTHWEST.

Dated this \_\_\_\_\_ day of \_\_\_\_20\_\_.

NORTHWEST AREA SCHOOLS

MULTI-DISTRICT

BY: \_\_\_\_\_

NWAS BOARD CHAIRPERSON

ATTEST: \_\_\_\_\_

NWAS DIRECTOR

XXXX SCHOOL DISTRICT

OF \_\_\_\_\_ COUNTY, SOUTH DAKOTA

BY: \_\_\_\_\_

XXXX BOARD CHAIRPERSON

ATTEST: \_\_\_\_\_

XXXX SUPERINTENDENT

<b>Northwest Area Estimated Services Provided and Funds Contributed, 2014-15</b>						
	<u>School Psychology (Days/Year)</u>	<u>Speech Language Days/Week</u>	<u>Early Childhood (Days/Week)</u>	<u>Career Technical Education (CTE)</u>	<u>SPED Funds Contributed</u>	<u>CTE Funds Contributed</u>
Dupree	10	6	1	X	\$26,041	\$78,750
Faith	10	2	1	X	\$26,331	\$78,750
Bison	9	2	1	-	\$25,717	-
Harding Co.	10	1	1	X	\$9,162	\$78,750
McIntosh	16	3	1.5	X	\$37,553	\$78,750
McLaughlin	40	6.5	1.5	X	\$92,316	\$78,750
Timber Lake	-	5	1	X	\$30,172	\$78,750
Smee	10	-	-	X	\$10,000	\$78,750
Takini	-	1	-	-	\$21,600	-
Tiospaye Topa	-	2	-	X	\$38,955	\$82,750

# JVEC Overview

# **JAMES VALLEY EDUCATION COOPERATIVE**

110 N Mentzer St.

Mitchell, SD 57301

Phone: (605) 995-3021



FAX: (605) 995-3084

**MISSION STATEMENT:** The mission of the James Valley Education Cooperative is to advocate, support and facilitate the educational, social, emotional and physical welfare of youth through the promotion and delivery of educational and educationally related services to and for member districts and other youth and human service related agencies.

## **STATEMENT OF PHILOSOPHY**

The James Valley Education Cooperative (JVEC) believes that equal opportunities and access to programs for all students is part of the purpose of education and should be enjoyed by all students. The Cooperative believes that each student should be provided with stimulating environment and opportunities for learning experiences. The cooperative exists to enhance the opportunities for all the students within the member school districts.

The Cooperative is an extension of all member school districts and is a legal entity separate from any single school district, thereby assuring local control and democratic principles in the operation of public school functions.

Thus, the Cooperative exists for the purpose of providing appropriate services for all students.

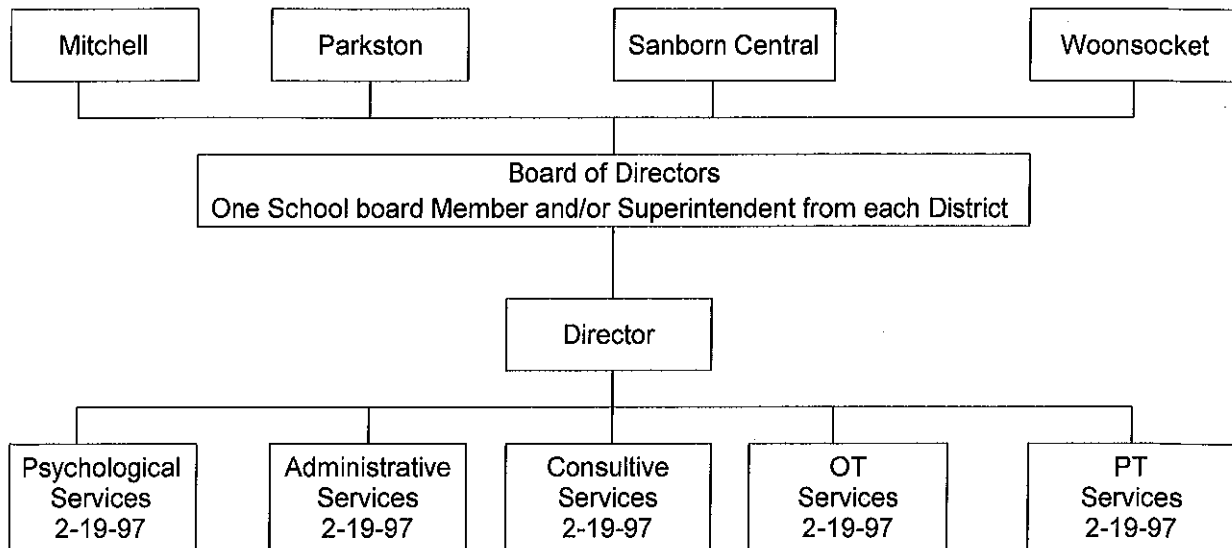
## **COOPERATIVE GOALS AND OBJECTIVES**

The goal of the James Valley Education Cooperative is to help provide equal educational opportunity for all students in member school districts.

Six objectives that contribute to the achievement of this goal are the following:

1. To ensure that member school districts have equal access to all services provided by the Cooperative.
2. To ensure that appropriate educational services, regardless of school district affiliation, will be provided.
3. To ensure that educational services are provided to each member school district effectively and as economically as possible.
4. To ensure that each member school district is afforded participation in the development of educational services by the Cooperative.
5. To ensure maximum efficiency in the allocation of material resources.
6. To ensure maximum efficiency in the allocation of human resources.

# James Valley Education Cooperative Organizational Flow Chart



## POLICIES RELATED TO PERSONNEL

### A. QUALIFICATIONS OF CERTIFIED PERSONNEL

1. Certified personnel will be employed by the Board of Directors. In making employment decisions, the Board of Directors may ask for recommendations from the director. Certified personnel shall meet the standards of qualifications for their positions as set forth by the Division of Education and the Board of Directors.
2. A copy of each teaching certificate or professional license of all certified personnel shall be placed on file in the Cooperative Office and shall remain on file for the duration of employment.
3. An up-to-date official transcript of credits showing college preparation of each certified person shall be placed on file in the cooperative office and shall remain on file for the duration of employment.
4. If at any time there is reasonable cause to believe that an employee is suffering from an illness detrimental to the health of the students or staff, the Board of Directors may request, at Board expense, a certification of health.
5. Individuals who are approved for hire by the Cooperative, July 1, 2000 or later, shall submit to a criminal background investigation by means of fingerprint checks by the South Dakota Division of Criminal Investigation and the Federal Bureau of Investigation. Any person granted employment subject to this policy is employed on a temporary basis conditioned upon no disqualifying record being received from the criminal background investigation. Continued employment with the Cooperative is contingent upon the background check. The individual's employment shall be terminated if the investigation reveals that the individual has been convicted of a crime of violence as defined by SDCL 22-1-2(9), has been convicted of a sex offenses as defined in SDC:+L 122-22-30 or has

been convicted of trafficking in narcotics. The Cooperative has the right to terminate the employment of any person if the investigation discloses a conviction for any criminal offense other than those specified, and to consider the conviction in a hiring decision. There will be no further notice or hearing with a termination under these circumstances.

## B. CONTRACTS

1. All contracts with certified personnel employed by the Cooperative shall be in writing and signed by officers as provided by law.
2. The Mitchell School District will employ the staff of the JVEC.
3. Policies relating to contractual items such as salary, leave, insurance and mileage are contained in the Cooperative policy book and master agreement.

## C. WORKDAY

1. The workday for certified employees is considered to be 7:45 a.m. to 3:45 p.m.

## D. SCHOOL CLOSINGS DUE TO WEATHER/RELATED TO COOPERATIVE SERVICES

1. Cooperative employees will follow the Mitchell School calendar and weather related closings.

## E. STAFF REDUCTION

1. Whenever in the judgment of the board, it is advisable to reduce staff in the Cooperative, the board may consider the following, not necessarily in order of priority, any of which may be used in determining which staff members will be non-renewed: student needs, financial condition of cooperative, priority evaluation records, competency, qualifications, certification, longevity, educational background, continuing contract status, federal mandates, and any other relevant consideration. In making staff reduction involving professional staff members on continuing contract status, the board will follow the provisions of SDCL 13-43-9.1, 13-43-10, and 13-43-10.1.

## F. RECALL POLICY

1. For the purpose of this policy, the effective date of a lay-off by reduction in force shall be June 30. If, during the first fiscal year subsequent to the time a continuing contract employee is laid off because of reduction in staff and a vacancy occurs, re-employment shall be extended to the employee in reverse order of lay-off. When more than one staff member has the same recall date and is qualified for the open position the board may consider, among other things, recommendations of administrative staff, qualifications, years of service and educational background in selecting the person to be hired. A recalled employee shall retain previously accumulated sick leave benefits. Recall privileges cease when a staff member resigns. Recall privileges will also cease if upon being recalled the staff member fails to report within 20 calendar days after the mailing of a written notice of recall. Such notice shall be sent by certified mail to the last address furnished to the Director by the staff member and the 20 day period shall commence to

run on the day the notice is mailed. Recall privileges will not apply to teachers under contract with another school district unless that recall is for anticipated positions in the ensuing year.

#### G. POLICIES RELATED TO SERVICE

The policies and procedures governing the direct and indirect services to student, birth through age 21, provided by the Cooperative will be in compliance with local, state and federal laws. Any policy or procedure must help or assist the local school district in providing full services to its students, birth through age 21.

The direct services to students are the following:

- A. Psychological
- B. Physical Therapy
- C. Occupational Therapy

The indirect services to students are the following:

- A. Administrative Services
- B. Consultative Services



**JVEC**  
**Job**  
**Descriptions**

## James Valley Education Cooperative

### JOB DESCRIPTION

Position Title: Director of Special Services

Qualifications:

1. Current South Dakota Teaching Certificate with a minimum of a master's degree in education, administration, special education or related area. Administrative endorsement is preferred.
2. At least two years of experience in teaching and/or Administration.
3. Competency in working with a wide variety of educational settings and personnel.

Reports to: James Valley Education Cooperative Board of Directors

Supervises: All James Valley Education Cooperative Employees

Primary Function: The Director shall be the Chief Executive Officer of the Cooperative's programs and shall be primarily responsible for the efficient operation of all special education programs approved by the JVEC Board of Directors.

Performance Responsibilities: (The following tasks are to be completed by the JVEC Director of Special Services.)

1. Assist member school districts with the refinement and implementation of a philosophy of special education, which is consistent with the standard school program, community, board of education, administration, and the teaching staff.
2. Aid school districts in the identification of students having disabilities with special needs and assist the school districts in providing assessment of those needs in terms of their social, emotional, and academic characteristics.
3. Provide assistance to member school districts in developing an in-service growth program for the special education staff, both certified and classified.
4. Serve as a consultant to the school districts in relationship to special services and programming for the students having disabilities.
5. Assist member school districts in coordinating the provisions of federal and state laws and regulations pertaining to special education and other programs administered by the Cooperative. Maintain a current awareness of new state and federal rules and regulations that may affect the operation of member school districts.
6. Assist school districts through the Accountability Process. Upon the receipt by the district of the state on-site review report, the DSS shall assist the district accountability team in writing and submitting the accountability plan.
7. Assist school districts in the preparation and submittal of federal and state reports.

- a. Federal Flow-through Fund Application: The DSS will complete and submit this application, if requested to do so by the district.
  - b. Child Count: Child Count data will be collected by district personnel. If requested, the DSS will audit the district Child Count.
  - c. Extraordinary Cost Fund Applications: The DSS will complete this application, as appropriate, with assistance from district personnel. When a district wishes to file such an application, it is the district's responsibility to notify the DSS in a timely fashion.
8. Serve as a liaison between member school districts and the state Department of Education.
9. Establish and maintain lines of communication with concerned parent organizations, professional organizations, and regulatory agencies.
10. When requested to do so, assist member school district in the planning and allocation of financial resources in carrying out their special education programs.
11. Assist in the development and implementation of a system for referrals, screening, diagnosis, staffing, and individual program plans.
12. Recruit applicants, arrange interviews, train, supervise, evaluate, and provide recommendations for personnel employment for the Cooperative.
13. When requested to do so, provide assistance with the hiring of district special education personnel.
14. Attend IEP meetings when, in the view of the DSS or district, her or his presence is necessary.
15. Plan and submit a budget to the Board of Directors.
16. Perform other duties and functions as requested by the Board of Directors of the James Valley Education Cooperative.

## James Valley Education Cooperative

### JOB DESCRIPTION

Position Title: School Psychologist

Qualifications:

1. Graduated from an accredited school providing a program for a School Psychologist
2. Current South Dakota Teaching Certificate.

Reports to: James Valley Education Cooperative Board of Directors

Supervises: Children birth to 21 years old

Primary Function: Deliver psychological services to the member school districts.

Performance Responsibilities:

A. Essential Skills: Other duties may be assigned.

1. Demonstrate knowledge of state rules and regulations regarding special education and related services.
2. Demonstrate assessment and observation skills including interviewing, assessing, data interpretation, and functional skills in relation to the academic environment.
3. Effectively communicate to colleagues, families and students.
4. Demonstrate effective written communication skills.
5. Have knowledge of child development, assessments, treatments and techniques used in the educational environment.
6. Demonstrate effective time management skills.
7. Able to travel between school buildings.
8. Demonstrate consultation and collaborative skills with team, families, students and peers.
9. Establish and maintain appropriate record keeping procedures.
10. Schedule and conduct evaluations and screenings as needed.

B. Other Skills: The services range from a direct influence on the student, to an indirect influence on the student. The categories of service are listed below.

1. Counseling/Therapy – works with an individual student or small group of students to enhance their adjustment or development.
2. Psychoeducational Assessment – uses formal and informal data collections devices with individual students to obtain information needed for decisions about screening, classification, placement and interventions.

The psychologist provides a written report which summarizes all assessments given. He/she may be asked to attend IEP meetings or team meetings to explain the psychological evaluation information as necessary.

3. Consultative Child Study – works with parent(s) or teacher(s) to enhance adjustment or development of the student(s).
4. In-Service – works to increase knowledge skills or to change attitudes of groups of school personnel.
5. Research – systematically gathers data to aid in the decision making regarding groups of students and their educational programs.

Evaluation:

The job performance will be evaluated in accordance with provisions as outlined in district policy and/or procedure.

## James Valley Education Cooperative

### JOB DESCRIPTION

Position Title: Physical Therapist

Qualifications:

1. Graduated from an accredited School of Physical Therapy.
2. Licensed as a Physical Therapist in South Dakota.

Reports to: James Valley Education Cooperative Director

Supervises: Children birth to 21 years old

Primary Function: Deliver physical therapy as a related service directly, indirectly and consultatively. Address motor development, mobility and use of adaptive equipment to enhance learning. Train educational staff in handling, positioning, transferring, and carrying out stretching, standing, and positioning programs children with physical impairments.

Performance Responsibilities:

- A. Essential Skills: Other duties may be assigned.
1. Demonstrate knowledge of state rules and regulations regarding special education and related services.
  2. Demonstrate assessment and observation skills including interviewing, data interpretation, and functional skills in relation to the academic environment.
  3. Be able to effectively communicate to colleagues, families, and students.
  4. Demonstrate effective written communication skills.
  5. Have knowledge of gross motor development, a knowledge of physical therapy treatments (improving, developing and restoring functions) and equipment (set-up, maintenance, cleaning, ordering, adaptation, fabrication and repair).
  6. Be able to meet physical demands such as lifting, crawling, crouching, stooping, getting down to and up from the floor, reaching with arms and hands, etc.
  7. Demonstrate effective time management skills.
  8. Be able to travel between school buildings.
  9. Demonstrate consultation and collaborative skills with team, families, students, and peers.
  10. Establish and maintain appropriate record keeping procedures.
  11. Schedule and conduct evaluations and screenings as the need occurs.

B. Other Skills/Duties

1. Serve as a resource to school staff and the placement committee.
2. Assist with referrals to agencies and specialists as needed.
3. Follow state and district guidelines for writing IEPs, IFSPs and 504 plans
4. Plan lessons and implement therapies appropriate to meet students' IEP, IFSP, goals and objectives.
5. Perform other duties and functions as assigned by the Director of Special Education, i.e. attend monthly staff meetings, MDT meetings, etc.

Evaluation: The job performance will be evaluated in accordance with provisions as outlined in district policy and/or procedure.

## James Valley Education Cooperative

### JOB DESCRIPTION

Position Title: Occupational Therapist

Qualifications:

1. Graduated from an accredited School of Occupational Therapy.
2. Licensed as an Occupational Therapist in South Dakota.
3. NBCOT (National Board for Certification in Occupational Therapy) Certification

Reports to: James Valley Education Cooperative Director

Supervises: Children birth to 21 years old

Primary Function: Deliver therapies as a related service that addresses the development of motor skills and coordination, visual motor/perceptual motor skills, use of adaptive equipment, independence in occupational life tasks, and consultation and training in handling and positioning children with physical impairments. Services are offered either directly or through consultative services.

Performance Responsibilities:

- A. Essential Skills: Other duties may be assigned.
1. Demonstrate knowledge of state rules and regulations regarding special education and related services.
  2. Demonstrate assessment and observation skills including interviewing, data interpretation, and functional skills in relation to the academic environment.
  3. Be able to effectively communicate to colleagues, families, and students.
  4. Demonstrate effective written communication skills.
  5. Have knowledge of sensory/motor development, knowledge of occupational therapy treatments equipment, and techniques.
  6. Be able to meet physical demands such as getting down to and up from the floor, using hands to guide and handle objects.
  7. Demonstrate effective time management skills.
  8. Be able to travel between school buildings.
  9. Demonstrate consultation and collaborative skills with team, families, students, and peers.
  10. Establish and maintain appropriate record keeping procedures.
  11. Schedule and conduct evaluations and screenings as the need occurs.



C. Other Skills/Duties

1. Serve as a resource to school staff and the placement committee.
2. Assist with referrals to agencies and specialists as needed.
3. Follow state and district guidelines for writing IEPs, IFSPs and 504 plans
4. Plan lessons and implement therapies appropriate to meet students' IEP, IFSP, goals and objectives.
5. Perform other duties and functions as assigned by the Director of Special Education, i.e. attend monthly staff meetings, MDT meetings, etc.

Evaluation: The job performance will be evaluated in accordance with provisions as outlined in district policy and/or procedure.

## James Valley Education Cooperative

### JOB DESCRIPTION

Position Title: Certified Occupational Therapy Assistant

Qualifications:

1. Graduated from an accredited school providing a program for a certified occupational therapy assistant.
2. Licensed as an Occupational Therapist in South Dakota.

Reports to: James Valley Education Cooperative Director

Supervises: Children birth to 21 years old

Primary Function: Deliver therapies as a related service that addresses the development of motor skills and coordination, visual motor/perceptual motor skills, use of adaptive equipment, independence in occupational life tasks, and consultation and training in handling and positioning children with physical impairments. Services are offered either directly or through consultative services.

Performance Responsibilities:

- A. Essential Skills: Other duties may be assigned.
1. Demonstrate knowledge of state rules and regulations regarding special education and related services.
  2. Demonstrate assessment and observation skills as delegated by the supervising OTR, which may include: record review, interviews, observations, and behavioral checklists as appropriate in relation to the academic environment.
  3. Through delegation by the OTR, administer standardized tests, criterion referenced tests and complete clinical observations. Does not interpret data related to student evaluation; rather engages in planning and identification of problem areas and the implementation of therapeutic activity with the OTR.
  4. Be able to effectively communicate to colleagues, families, and students.
  5. Demonstrate effective written communication skills.
  6. Have knowledge of sensory/motor development, knowledge of occupational therapy treatments equipment, and techniques.
  7. Be able to meet physical demands such as getting down to and up from the floor, using hands to guide and handle objects.
  7. Demonstrate effective time management skills.
  8. Be able to travel between school buildings.

9. Demonstrate consultation and collaborative skills with team, families, students, and peers.
10. Establish and maintain appropriate record keeping procedures.

D. Other Skills/Duties

1. Serve as a resource to school staff and the placement committee.
2. Assist with referrals to agencies and specialists as needed.
3. Follow state and district guidelines for writing IEPs, IFSPs and 504 plans
4. Follows through on established treatment plan, carrying out therapeutic and purposeful activities as identified by the supervising OTR.
4. Plan lessons and implement therapies appropriate to meet students' IEP, IFSP, goals and objectives.
5. Perform other duties and functions as assigned by the Director of Special Education, i.e. attend monthly staff meetings, MDT meetings, etc.

Evaluation: The job performance will be evaluated in accordance with provisions as outlined in district policy and/or procedure.

# **JVEC**

# **Agreement**

## JAMES VALLEY EDUCATION COOPERATIVE AGREEMENT

This agreement entered into according to the provisions of SDCL 13-5-31 through SDCL 13-5-33 between LEA, Mitchell School District 17-2, Davison County, South Dakota, herein referred to as the party of the first part and the following designated school districts listed below, herein referred to as the party of the second part.

1. Sanborn Central School District 55-5
2. Parkston School District 33-3
3. Woonsocket School District 55-4

See Appendix A

THE PROVISIONS OF THIS AGREEMENT ARE AS FOLLOWS:

1. The period of time covered by this agreement shall be for a period of one year – July 1<sup>st</sup> to June 30<sup>th</sup> (See Appendix A). This agreement may be extended a year at a time by mutual agreement. This extension may be done by addendum (See Appendix B).
2. A Governing Board of the James Valley Education Cooperative shall meet quarterly and more often if necessary and shall be composed of a board member and superintendent of each member district. In voting, each member school shall be entitled to one vote. A majority of the members shall constitute a quorum for the transaction of business by this board. Any motion or resolution may be adopted by only a majority vote of all members. The school board member is the voting member of the board, however, if a school board member is absent from a meeting, the superintendent may vote on behalf of their district.
3. The term of office for members of the Governing Board of the James Valley Education Cooperative shall be one year, it shall terminate on June 30<sup>th</sup> or as soon as their successor has been appointed. Vacancies on the Governing Board

shall be filled by the school board who made the original appointment. The Governing Board shall annually elect a chairperson for the Governing Board. A Vice-Chairperson and other such officers of agents as deemed necessary may also be elected by the Governing Board from its members.

4. The Governing Board of the James Valley Education Cooperative shall be responsible for the administration and program development of the education programs approved and agreed to by the Governing Board (See Appendix C and Appendix D).
5. The hiring of the Director of the James Valley Education Cooperative will be by the Governing Board of the James Valley Education Cooperative unless otherwise specified by the Governing Board. Subordinates to the Director shall be hired by the Director subject to final approval of the Governing Board.
6. Salary for the James Valley Education Cooperative staff will be determined by the Governing Board.
7. Provisions for evaluation procedures, grievance procedures, and other hiring and firing procedures will be the same as adopted by the Board of Education of the party of the first part. Modifications to these adopted procedures and agreements may be established by contract between individual personnel and the James Valley Education Cooperative.
8. The party of the first shall be the fiscal agent for the James Valley Education Cooperative and shall assume the following responsibility on behalf of the member districts.
  - a. Receipt and disburse all monies
  - b. Preparation and maintenance of budget and financial reports
  - c. Prepare an annual report.

9. The party of the first part shall be paid for acting as the fiscal agent by applying the federal indirect cost factor to the parties of the second part annual cooperative fee.
10. Any school wishing to participate in the James Valley Education Cooperative's services, which is not a member, will be charged a service fee to be determined by the Governing Board of the James Valley Education Cooperative, if the Governing Board authorizes the selling of services.
11. Any other school district not a party to this agreement is eligible for membership in the James Valley Education Cooperative. Such approval requires a 2/3 vote of the Governing Board of the James Valley Education Cooperative following adoption of a resolution by the school board of the district requesting participation. Written membership application must be submitted to the James Valley Education Cooperative, LEA, Mitchell School District 17-2, by February 1 for consideration of membership for the next term. Joining fees and stipulations, if there are any, will be defined prior to the time of the vote being taken by the James Valley Education Cooperative Governing Board.
12. Any James Valley Education Cooperative member may terminate its membership at the conclusion of any school year unless an earlier effective date is approved by the Governing Board of the James Valley Education Cooperative. Notification of withdrawal must be made in writing to the party of the first part prior to February 1 of the last year of membership. Such withdrawal shall terminate any vested interest such district may have under this agreement, but shall not relieve the withdrawing district of liability of the obligations incurred by the Governing Board during the withdrawing districts participation.

13. The travel cost of the members of the Governing Board of the James Valley Education Cooperative shall be borne by and be the responsibility of each school district unless other monies are made available to the Governing Board for payment of such costs.
14. The James Valley Education Cooperative shall be funded by member schools in the following manner: Each member will appropriate such monies necessary to meet total expenditures of the Cooperative based on a prorated amount according to the previous September general student count as reported to South Dakota Division of Education, Pierre. State Aid for special education received as a result of participation in this cooperative shall be paid directly to the individual school districts.
15. Assessments to the Individual Districts shall be shared on a prorated basis according to the previous year's school census of grades K through 12. School District shares of Assessment are due at the end of each quarter during the school year.
16. In the event of total dissolution of the James Valley Education Cooperative, the unemployment account shall be held in escrow by the party of the first part. Any assets owned by the cooperative will be disbursed after all liabilities have been paid. Distribution of assets shall be based on a prorated basis of the previous September general student count as reported to the Division of Education, Pierre.
17. In the event of total dissolution of the James Valley Education Cooperative, all student records maintained by the cooperative shall be returned to the individual schools. Employee records shall be maintained by the party of the first part.

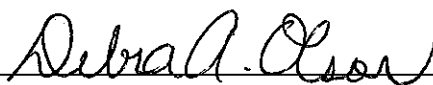



18. The Governing Board of the James Valley Education Cooperative acting on behalf of the cooperative is not authorized to incur any long-term debts.
19. The James Valley Education Cooperative shall comply with school district requirements regarding bookkeeping, record maintenance, board meetings, and publication of minutes, health and safety requirements, and bid laws.

APPENDIX A

Mitchell School District 17-2

PARTY OF THE FIRST PART

  
\_\_\_\_\_  
Board Chairperson

Attest:   
\_\_\_\_\_  
Business Manager

5-4-06  
\_\_\_\_\_  
Date

James Valley Education  
Cooperative

PARTY OF THE SECOND PART

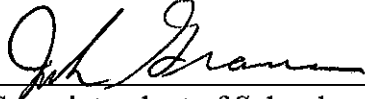
  
\_\_\_\_\_  
Board Chairperson

Attest:   
\_\_\_\_\_  
Business Manager

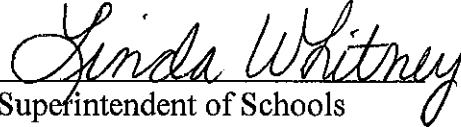
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Date

APPENDIX B

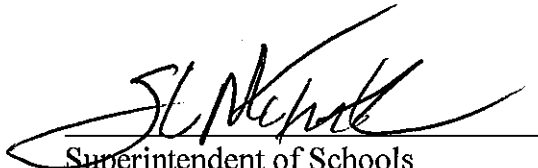
We, the undersigned schools, will participate in the James Valley Education Cooperative, LEA, Mitchell School District 17-2 2016-2017 school year.



Superintendent of Schools  
Mitchell School Dist. 17-2  
821 North Capital St.  
Mitchell SD 57301



Superintendent of Schools  
Sanborn Central School Dist. 55-5  
40405 SD Highway 34  
Forestburg SD 57314



Superintendent of Schools  
Parkston School Dist. 33-3  
102 C S Chapman Dr  
Parkston SD 57366



Superintendent of Schools  
Woonsocket School Dist. 55-4  
Box 428  
Woonsocket SD 57385-0428

## APPENDIX C

Services provided by the cooperative shall include:

Occupational Therapy

Physical Therapy

Psychological Testing and Services

Administration of the member's special services programs

Other Contracted Services Agreed Upon by JVEC Schools

## APPENDIX D

Services not provided by the James Valley Education Cooperative staff shall be the responsibility of the individual school districts.

Transportation costs for students shall be the responsibility of the individual school districts.

Member School Districts:



715 East 14th Street • Sioux Falls, South Dakota 57104-5151 • Voice & TDD (605) 367-7680 • Fax (605) 367-6036

Brandon Valley

Lennox

West Central

Director:  
Dan Goodwin

**EAST DAKOTA'S GOVERNING BOARD**

DAN GOODWIN presented revised By-Laws and Agreement for the Cooperative. Following general discussion, Peterson made a motion seconded by Heinitz, Unanimous votes "yes" on roll call, adopting the revised By-Laws and Agreement as and for the By-Laws of the Cooperative effective July 1, 1998.

**WHEREUPON** this resolution was declared duly passed and adopted on April 15, 1998.

I declare and affirm under penalties of perjury that the above has been examined by me, and to the best of my knowledge and belief, is in all things correct and true; signed this 15th day of April, 1998

Jim Heinitz  
Jim Heinitz, Brandon Valley

Gordon Sweetter  
Gordon Sweetter, Lennox

Doug Peterson  
Doug Peterson, West Central

Paul J. Lundy  
Paul Lundberg, Foundation Representative

**JULY 1, 1998 - PRESENT**  
**REVISED BY-LAWS AND AGREEMENT**  
**EAST DAKOTA EDUCATIONAL COOPERATIVE**

**ARTICLE I - NAME**

The name of this organization shall be EAST DAKOTA EDUCATIONAL COOPERATIVE (referred to herein as the COOPERATIVE).

**ARTICLE II - PURPOSE, GOALS AND LIMITS**

Section 1. The purposes of the Cooperative shall be to engage in any lawful activity within the purposes for which educational cooperatives may be established under South Dakota law. Without limiting the generality of the foregoing, the specific purpose of the Cooperative shall be to provide auxiliary educational services to member districts and other public and private entities through cooperative planning or action or both.

Section 2. The goals of the Cooperative are to assist member districts in providing appropriate educational services for all children and to offer, on a cooperative basis, services that districts would not be able to provide as effectively or as economically acting alone.

Section 3. The Cooperative shall have the authority to take whatever action is necessary or appropriate to implement the stated purposes and goals, unless specifically prohibited by statute or By-Law.

Section 4. The Cooperative shall not incur any long-term debt unless such debt is unanimously approved by the board. Long-term debt shall be defined as any promise to pay an amount which is certain to extend beyond the fiscal year in which it is incurred.

## ARTICLE III - MEMBERSHIP

Section 1. The following school districts are the members of the Cooperative:

Lennox School District 4-14

Brandon Valley School District 49-2

West Central School District 49-7

Section 2. Other school districts may be added as members from time to time upon approval by two-thirds of the board. Initial membership fees will be established by the Board from time to time.

Section 3. For the fiscal year beginning July 1, 1998, the annual membership fee shall be \$2,000.00 plus \$1.00 per enrolled student with a maximum of \$5,000.00 per member district. When referred to herein, the number of enrolled students shall be based upon the most recent total enrollment as reported to the Department of Education. The annual membership fee may be adjusted by the board from time to time. All membership fees shall be due on July 1 of the applicable fiscal year and past due on August 1 of the applicable fiscal year.

Section 4. The cost structure for the Cooperative's services shall be established by the board from time to time. Member districts shall purchase the Cooperative's services at the applicable cost. On or before February 1st of each year, each member districts shall notify the Cooperative of any reductions or desired additions in purchased services or programs for the upcoming fiscal year. This provision will facilitate timely planning to allow the Cooperative to function properly as it relates to continuing contract laws.

Section 5. Any member district may withdraw from the Cooperative by delivering written notice to the Cooperative prior to the third Monday in December of any fiscal year. That member district's withdrawal shall be effective at the end of the fiscal year in which notice of such withdrawal is given and the withdrawing member district shall thereupon execute a promissory note to the Cooperative in an amount equal to its proportionate share of all outstanding debt incurred during its membership. The withdrawing member district's proportionate share of the outstanding debt shall be computed by multiplying the outstanding debt incurred during its membership (including any loss or deficit incurred during its fiscal year of withdrawal) by a fraction, the numerator of which is the number of enrolled students in its district and the denominator of which is the number of enrolled student in all member districts. The amount so determined shall be due and payable forthwith upon expiration of the fiscal year the board elects to dissolve the Cooperative. A withdrawing member district shall have no rights in or claims to any Cooperative assets.

Section 6. The Cooperative may be dissolved by unanimous vote of the board. Upon an affirmative vote to dissolve, the Cooperative shall effect such dissolution forthwith upon expiration of the current fiscal year.

Section 7. All property of the dissolved Cooperative shall be liquidated pursuant to SDCL 13-21. Any funds remaining upon settlement of all the Cooperative's obligations shall be distributed proportionately among those members enrolled on the date of an affirmative vote to dissolve. Any remaining debt upon the dissolution of the Cooperative shall be assumed proportionately by the members enrolled when the debt was incurred, based upon the number of enrolled students.

Section 8. In the event of dissolution of the Cooperative, the Brandon Valley School District 49-2 shall become the official depository for all student and employee records generated by the Cooperative.

#### **ARTICLE IV - GOVERNING BOARD**

Section 1. The governing board of the Cooperative shall be composed of four individuals. Each member district shall designate one individual from its voting school board members and the Cooperative Foundation shall designate one individual from its voting board members.

Section 2. Members of the Cooperative governing board shall be appointed for a one year term of office.

Section 3. For the purpose of holding meetings and conducting business under this agreement, a quorum shall exist if three of the Cooperative governing board members are present. The act of the majority of the governing board members present at a meeting at which a quorum is present shall be the act of the board, unless the act of a greater number is required by law or these By-Laws.

Section 4. The Cooperative board shall hold its annual meeting in July unless otherwise designated at the regular board meeting prior to the annual meeting. Regular meetings shall be set at the annual meeting unless otherwise designated at the annual meeting or at the prior regular meeting. Special meeting may be called by the president of the board at any time. All meetings shall be held at the Cooperative office, 715 East 14th Street, Sioux Falls, South Dakota 57104-5151, unless otherwise designated.

Section 5. The Cooperative board shall elect a president and vice-president at the annual meeting from its membership, which members shall serve for a term of one year. The responsibility of the secretary-treasurer of the Cooperative board may be delegated to the Cooperative Director, who is a non-voting member, whose duties shall include such things as the minutes, making financial reports and publishing in a newspaper of general circulation, as designated by the board, such notices and records of Cooperative board action as are required by law.

Section 6. The Cooperative governing board shall be responsible for the administration and fiscal control of the Cooperative. Minutes, financial statements and accounts payable shall be approved by the board.



## ARTICLE V - PERSONNEL

Section 1. The Cooperative Director, acting within the approved Cooperative policies and procedures, shall be responsible for personnel matters. The Director shall bring to the board for final disposition personnel matters relating to hiring, dismissal, resignation, non-renewal, wage adjustments, unusual leaves of absence and such other matters as the Cooperative Director may determine.

Section 2. All other policies regarding personnel not specifically addressed in the By-Laws shall be implemented in accordance with the policies of EAST DAKOTA EDUCATIONAL COOPERATIVE.

## ARTICLE VI - ADOPTION & AMENDMENTS

Section 1. Evidence that each member district's school board has approved these revised By-Laws through proper resolution in open meeting shall be attached hereto and incorporated herein by this reference.

Section 2. New By-Laws may be adopted or the existing By-Laws amended at any time upon approval of all member districts school boards.

Section 3. Proposed amendments may themselves be amended by a majority vote of the Cooperative board at the meeting, provided such amendments do not alter the intent of the proposed amendment as originally submitted.

Section 4. Amendments shall stipulate the date they are to become effective.

Section 5. A policy or procedure can be adopted at any regular or special meeting by a majority vote of the Cooperative governing board members. A policy can only be adopted after being read at a regular board meeting prior to voting for adoption.

Section 6. Any policy or procedure can be waived by a two-third majority vote of the Cooperative governing board members present.

## STAFF CONFLICT OF INTEREST/USE OF COOPERATIVE RESOURCES

The school expects that employees will perform their duties conscientiously, honestly, and in accordance with the best interests of the Cooperative. Employees must not use their position or the knowledge gained as a result of their position for private or personal advantage.

Assets of the Cooperative are for Cooperative purposes only and not for personal benefit. This includes the personal use of organization assets, such as computers and other equipment.

Policy Adopted: June 15, 2004  
Policy Revised: June 19, 2013

**NORTHEAST EDUCATIONAL SERVICES COOPERATIVE**

**NO. 28-201**

**BY-LAWS**

**Revised and Approved July 2015**

**AGREEMENT ESTABLISHING**

**NORTHEAST EDUCATIONAL SERVICES COOPERATIVE**

28-201

**BY-LAWS**

\* \* \* \* \*

***ARTICLE I***

**Name**

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

***ARTICLE II***

**Creation, Purpose, and Limits**

- 2.1 There is hereby created and established as a legal entity, an educational services unit as authorized by SDCL 13-5-31 and 32, and SDCL 13-37-14.2, and pursuant to the provisions of SDCL Chapter 1-24 inclusive, to exercise the powers, privileges and authority of the Members as herein provided.
- 2.2 The NESC shall assist member districts in providing appropriate educational services for all children and to offer, on a cooperative basis, services that districts would not be able to provide as effectively or as economically acting alone.
- 2.3 The NESC will exercise the powers granted to it by its members and by-laws. The NESC shall not have the power to levy taxes or commit any member district to obligations extending beyond the term of membership, except as provided by Article III, Section 3.6 and 3.7 of this agreement.

**ARTICLE III**  
**Membership**

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

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

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

Arlington School District # 38-1  
Britton-Hecla School District # 45-4  
Castlewood School District # 28-1  
Clark School District # 12-2  
De Smet School District # 38-2  
Deubrook School District # 5-6  
Deuel School District # 19-4  
Elkton School District # 5-3  
Enemy Swim Day School  
Estelline School District # 28-2  
Florence School District # 14-1  
Grant-Deuel School District # 25-3  
Hamlin School District # 28-3  
Henry School District # 14-2  
Iroquois School District # 02-3  
Lake Preston School District # 38-3  
Rosholt School District # 54-4  
Sioux Valley School District # 5-5  
Summit School District # 54-6  
Waubay School District # 18-3  
Waverly/South Shore School District # 14-5  
Webster Area School District # 18-5  
Willow Lake School District # 12-3  
Wilmot School District # 54-7

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

**3.4** The newly admitted school district will be assessed an admittance fee. The fee will be determined by adding the total NESC Capital Asset expenditures minus the accumulated depreciation as of June 30 of the current year of the date of application and the combined total of the undesignated fund balances for the General Fund and Special Education Fund as of June 30 of the current year of the date of application. The sum of depreciated capital assets and undesignated fund balances will be divided by the current grades K-12 student enrollment of the existing Cooperative members to determine the per student cost. The per student cost will be multiplied by the grades K-12 student enrollment of the newly admitted school district as identified in the current year Fall Enrollment Report to the South Dakota Department of Education.

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

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

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

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

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

- 3.6** The NESC shall be dissolved by unanimous vote, less one (1), of the governing board. The resolution to dissolve the NESC shall be passed on or before February 15th of the year NESC is to be dissolved. In the event that dissolution is determined, the President of the Board of Directors shall instruct the Director to take such action as necessary to facilitate the dissolution of NESC prior to July 1 following the resolution to dissolve.
- 3.7** In the event of dissolution, the Board of Directors shall terminate the affairs of the NESC promptly prior to July 1st. All property owned by the NESC shall be disposed of by the Board of Directors in accordance with SDCL 6-13. Upon settlement of all obligations of the NESC, the remaining funds and/or property shall be distributed to those members enrolled at the time of the dissolution on a pro-rata basis based on the student enrollments. Employee records will be maintained by the Hamlin School District, student records will be returned to the school of the student's enrollment.

## ***ARTICLE IV***

### **Governance**

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

- 4.2** For the purpose of holding meetings and conducting business under this agreement, a quorum shall exist if a majority of local district representatives are present. A majority vote of all member districts (and not merely a majority vote of all member districts present at any such meeting) shall be required to conduct all business, unless otherwise specifically stated in these by-laws.
- 4.3** The Board of Directors shall hold its annual meeting in July. The Board of Directors will meet on a monthly basis with such meetings to be held on or about the third Monday of the month. An agenda will be provided to the Board of Directors four (4) days prior to the meeting. Special meetings may be called by the President of the Board of Directors, or in his/her absence, by the Vice President, or a majority of the Board of Directors. Notice of such meetings shall be given by the Business Manager to the board members either orally or in writing in sufficient time to permit their presence.
- 4.4** The Board of Directors shall elect a President and Vice President from its membership and such other officers or agents as are deemed necessary. The responsibility of the Secretary-Treasurer of the Board of Directors may be delegated to the Business Manager whose duties shall include recording Board proceedings, preparing financial statements, and publishing in a newspaper of general circulation, as designated by the Board of Directors, such notices and records of the NESC as are required by law.
- 4.5** The Board of Directors shall be responsible for the administrative and fiscal control of the NESC. The Board shall have the authority to employ all personnel, negotiate terms and conditions of employment and terminate employees as provided by law; to establish policy; to adopt a budget; to approve or disapprove monthly and annual financial reports; to approve or disapprove the payment of claims; to approve or disapprove the record of Board proceedings; and to perform any other business as is deemed necessary.
- 4.6** The Advisory Board shall consist of the Superintendent or Chief Executive Officer of each member school district. The Advisory Board will elect a President from the membership and such other officers or agents as is deemed necessary. The responsibility of the Secretary-Treasurer of the Advisory Board may be delegated to the Business Manager whose duties shall be as stated in Article IV, 4.4.
- 4.7** The Advisory Board shall meet with times and dates to be determined by the Director and the Advisory Board President. The President of the Advisory Board may call special meetings as necessary. Notification will be made in sufficient time to permit member presence.
- 4.8** The Advisory Board shall make administrative recommendations to the Board of Directors concerning the employment of personnel, policy, financial, and any other administrative functions as are deemed necessary for the successful operation of the NESC.
- 4.9** No later than the August meeting of the Board of Directors, the Board President shall appoint a six member Steering Committee from its membership with one alternate member. Membership on the committee will include the Board of



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

## **ARTICLE V**

### **Means of Finance**

- 5.1** The NESC will receive, budget, and expend funds available to it from state, federal, and other sources.
  
- 5.11** Medicaid billing services for member school districts will be funding by assessing every member school district \$500.00. The remaining program costs will be prorated and assessed to the member districts based on the percentage of Medicaid claims submitted for each school district during the period of January 1 through December 31 of each calendar year.
  
- 5.2** All program costs not supported by state and/or federal sources, with the exception of the Advisory board members' mileage and the Board of Directors' expenses (to include salary, social security and mileage), will be assessed to the member school districts. Administrative, other Governing board expense, Fiscal Services, Capital Acquisitions, and Contingency costs will be distributed fifty percent (50%) on a membership basis and fifty percent (50%) on a special education child count basis. All other program costs will be funded on a special education child count basis. Non-special education services are provided based on a general fund assessment to member districts on a per pupil basis. Also, for billing purposes, operational and other administrative costs will be allocated to each of the services provided. Member school districts shall make monthly payments. Membership will be defined as equal distribution of costs to each member district. Per pupil basis will be defined by the K-12 enrollment as of December 1 of the prior school year. Special education child count basis will be defined as the total number of students identified as being on an Individual Education Program (IEP) as of December 1 of the prior school year. Member school districts will be responsible for submitting this information to the NESC Business Manager at the time it is collected. This By-Law will be reviewed every three years with the next review being in 2012-2013. Any changes resulting from the review will become effective the ensuing school year. (Adopted 11-16-2009)

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

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

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

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

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

- 5.4** Non-member school districts requesting to place students in the Center Base Program will be charged the same rate of tuition as the participating member districts plus a fifteen percent (15%) administrative fee. The non-member school district will be responsible for transportation of the student.
- 5.5** Extended school year services and/or evaluation costs will be assessed to the participating school district on a per service basis.
- 5.6** The Professional Development / Curriculum Coordinator Program will be funded based on a per day rate. The per day rate will be calculated based on total program costs divided by the total number of available days of services. Distribution of days to participating districts will be based on number of elementary classroom units and left to the discretion of the Chief Administrators of the participating districts. Decisions concerning participation of additional districts will be made by Chief Administrators of districts currently participating in the program.

- 5.7 The Reading Recovery Teacher Leader Program will be funded based on total program costs divided by the number of participating districts. Two school districts may share up to one FTE Reading Recovery teacher at a rate equal to one school district. Participating districts will be responsible for all costs associated with the Reading Recovery teacher at the local level. Decisions regarding participation of additional schools, distribution of training slots, purchasing of training slots by non-participating districts, and all other pertinent matters will be made at a meeting of the Chief Administrators of the participating districts.
- 5.8 When a new program is initiated through the Cooperative that involves a multi-year staff employment agreement(s), the schools committing to participation will also be committed to financial responsibility for the duration of the employment agreement(s).
- 5.9 If a member school district chooses to provide additional services to students above those prescribed by the NESC evaluation process the school district will pay the additional cost.
- 5.91 The cost of student evaluations from sources other than NESC Staff will be paid by the member district where the student attends school.

## **ARTICLE VI**

### **Adoption and Amendments**

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

## **ARTICLE VII**

### **Dispute Resolution**

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

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

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

## ***ARTICLE VIII***

### ***Parliamentary Authority***

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

NESC Services provided in 2014-15 school year									
District	School Psychologist Days	Speech Language Pathology Days	Early Childhood Days	Occupational Therapy Days	Physical Therapy Days	Reading Recovery	Center Base	Transition	Technical Assistance
Arlington	55	70	38.2	40	23			As needed	As needed
Britton-Hecla	89.6	175	43.8	87.41	23			As needed	As needed
Castlewood	45	105	9.5	40	48.4		140	As needed	As needed
Clark	76.9	105	27.6	80	60.5		58	As needed	As needed
DeSmet	51.6	105	18.4	40	12.1	14		As needed	As needed
Deubrook	47.3	70	26.3	80	23		35	As needed	As needed
Deuel	76.3	122.5	52.5	80	23	14		As needed	As needed
Elkton	57.4	105	52.5	60	23	17	29	As needed	As needed
Enemy Swim Day	55.1	131.25	0	46.52	12.1	14		As needed	As needed
Estelline	44.2	87.5	43.8	70	24.2			As needed	As needed
Florence	47.5	105	21.9	42	46	14	29	As needed	As needed
Grant-Deuel	13.7	87.5	21.9	42	46			As needed	As needed
Hamlin	58.9	175	64.5	80	72.6		59	As needed	As needed
Henry	29.4	70	18.4	11	12.1			As needed	As needed
Iroquois	29.3	70	9.2	50	12.1	14		As needed	As needed
Lake Preston	36.4	70	27.6	40	24.2			As needed	As needed
Rosholt	9.4	87.5	10.9	29.61	48.4	14		As needed	As needed
Sioux Valley	55.8	175	57.3	122	23			As needed	As needed
Summit	24.8	43.75	10.9	23.97	24.2			As needed	As needed
Waubay	40.9	70	65.6	43.7	12.1			As needed	As needed
Waverly	46.2	70	43.8	42	23			As needed	As needed
Webster	101	236.25	87.5	73.31	48.4		175	As needed	As needed
Willow Lake	23.1	70	9.2	11	24.2			As needed	As needed
Wilmot	49.7	43.75	43.7	46.48	24.2			As needed	As needed
	1164.5	2450	805	1281	713		525		
Non-Coop Schools									
Highmore/Harrold						10			
Brookings						10			
Pierre						10			
						131			

Comments: The Occupational and Physical Therapy Days of includes NESC employees as well as contracted providers.

NOTE: All figures are estimates.

2014-2015							
	Total Owed to NESC For SPED Assess	IDEA Used SPED Assess	State/Local Used SPED Assess	Center Base	ESA	Reading Recovery	Total
Arlington	\$ 74,145.75	\$ 60,207.00	\$ 13,938.75	\$ -	\$ -	\$ -	\$ 74,145.75
Britton-Hecla	\$ 169,934.80	\$ 131,309.00	\$ 38,625.80	\$ -	\$ -	\$ -	\$ 169,934.80
Castlewood	\$ 95,387.82	\$ 62,020.00	\$ 33,367.82	\$ 105,623.94	\$ -	\$ -	\$ 201,011.76
Clark	\$ 153,848.01	\$ 104,278.00	\$ 49,570.01	\$ 63,970.72	\$ -	\$ -	\$ 217,818.73
DeSmet	\$ 98,004.34	\$ 61,834.00	\$ 36,170.34	\$ -	\$ -	\$ 5,902.18	\$ 103,906.52
Deubrook	\$ 127,193.99	\$ 80,541.00	\$ 46,652.99	\$ 40,184.81	\$ -	\$ -	\$ 167,378.80
Deuel	\$ 161,855.50	\$ 113,325.00	\$ 48,530.50	\$ -	\$ -	\$ 5,902.18	\$ 167,757.68
Elkton	\$ 106,057.26	\$ 67,996.00	\$ 38,061.26	\$ 40,184.81	\$ -	\$ 5,902.18	\$ 152,144.25
Enemy Swim Day	\$ 95,439.17	\$ -	\$ 95,439.17	\$ -	\$ -	\$ 5,902.18	\$ 101,341.35
Estelline	\$ 103,305.29	\$ 58,893.00	\$ 44,412.29	\$ -	\$ -	\$ -	\$ 103,305.29
Florence	\$ 98,044.47	\$ 39,828.00	\$ 58,216.47	\$ 40,184.81	\$ -	\$ 5,902.18	\$ 144,131.46
Grant-Deuel	\$ 68,939.90	\$ -	\$ 68,939.90	\$ -	\$ -	\$ -	\$ 68,939.90
Hamlin	\$ 175,041.82	\$ 137,588.00	\$ 37,453.82	\$ 63,970.72	\$ -	\$ -	\$ 239,012.54
Henry	\$ 68,804.39	\$ 40,250.00	\$ 28,554.39	\$ -	\$ -	\$ -	\$ 68,804.39
Iroquois	\$ 103,307.08	\$ 99,944.00	\$ 3,363.08	\$ -	\$ -	\$ 5,902.18	\$ 109,209.26
Lake Preston	\$ 68,881.94	\$ 41,237.00	\$ 27,644.94	\$ -	\$ -	\$ -	\$ 68,881.94
Rosholt	\$ 58,274.26	\$ 37,954.00	\$ 20,320.26	\$ -	\$ -	\$ 5,902.18	\$ 64,176.44
Sioux Valley	\$ 182,966.60	\$ 132,784.00	\$ 50,182.60	\$ -	\$ -	\$ -	\$ 182,966.60
Summit	\$ 58,388.26	\$ 38,702.00	\$ 19,686.26	\$ -	\$ -	\$ -	\$ 58,388.26
Waubay	\$ 113,975.29	\$ 47,521.00	\$ 66,454.29	\$ -	\$ -	\$ -	\$ 113,975.29
Waverly	\$ 66,158.56	\$ 46,930.00	\$ 19,228.56	\$ -	\$ -	\$ -	\$ 66,158.56
Webster Area	\$ 180,517.29	\$ 135,373.00	\$ 45,144.29	\$ 84,797.33	\$ -	\$ -	\$ 265,314.62
Willow Lake	\$ 63,524.46	\$ 49,418.00	\$ 14,106.46	\$ -	\$ 1,300.00	\$ -	\$ 64,824.46
Wilmot	\$ 90,114.87	\$ 53,342.00	\$ 36,772.87	\$ -	\$ -	\$ -	\$ 90,114.87
East Dakota Coop	\$ -	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Category Total	\$ 2,582,111.12	\$ 1,641,274.00	\$ 940,837.12	\$ 438,917.14	\$ 2,500.00	\$ 41,315.26	\$ 3,064,843.52

NOTE: All figures are estimates.

***ESA PERSONNEL ACTIVITY REPORT***

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

TIME PERIOD: \_\_\_\_\_

Date	Description of Service	Specific Contract	Total Days (Out of 210) Worked of ESA Contract	Billable (Days)	Contract # with Objective #	Time In	Time Out	Total Daily Time
July 1								0:00
July 2								0:00
July 3								0:00
July 4								0:00
July 5								0:00
July 6								0:00
July 7								0:00
July 8								0:00
July 9								0:00
July 10								0:00
July 11								0:00
July 12								0:00
July 13								0:00
July 14								0:00
July 15								0:00
July 16								0:00
July 17								0:00
July 18								0:00
July 19								0:00
July 20								0:00
July 21								0:00
July 22								0:00
July 23								0:00
July 24								0:00
July 25								0:00
July 26								0:00
July 27								0:00
July 28								0:00
July 29								0:00
July 30								0:00
July 31								0:00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THAT THIS IS AN AFTER-THE-FACT DETERMINATION OF MY ACTUAL ACTIVITIES FOR THIS TIME PERIOD.

\_\_\_\_\_  
EMPLOYEE SIGNATURE & DATE

\_\_\_\_\_  
SUPERVISOR SIGNATURE & DATE

## South Dakota Educational Cooperative Member School Districts

BHSSC	Cornbelt	Mid-Central	North Central	Northeast	Prairie Lakes	South Central
<i>Belle Fourche</i>	<i>Bridgewater-Emery</i>	<i>Armour</i>	<i>Doland</i>	<i>Arlington</i>	<i>Baltic</i>	<i>Andes Central</i>
<i>Custer</i>	<i>Canistota</i>	<i>Burke</i>	<i>Frederick</i>	<i>Britton-Hecla</i>	<i>Chester</i>	<i>Avon</i>
<i>Douglas</i>	<i>Freeman</i>	<i>Colome</i>	<i>Groton</i>	<i>Castlewood</i>	<i>Colman-Egan</i>	<i>Bon Homme</i>
<i>Edgemont</i>	<i>Hanson</i>	<i>Corsica</i>	<i>Hitchcock-Tulare</i>	<i>Clark</i>	<i>Dell Rapids</i>	<i>Menno</i>
<i>Haakon</i>	<i>Marion</i>	<i>Ethan</i>	<i>Langford</i>	<i>DeSmet</i>	<i>Flandreau</i>	<i>Scotland</i>
<i>Hill City</i>	<i>McCook Central</i>	<i>Gregory</i>	<i>Leola</i>	<i>Deubrook</i>	<i>Garretson</i>	<i>South Central</i>
<i>Hot Springs</i>	<i>Montrose</i>	<i>Kimball</i>	<i>Northwestern</i>	<i>Deuel</i>	<i>Howard</i>	<i>Tripp-Delmont</i>
<i>Lead-Deadwood</i>	<i>Parker</i>	<i>Mt. Vernon</i>	<i>Warner</i>	<i>Elkton</i>	<i>Madison Central</i>	<i>Wagner</i>
<i>Meade</i>	<i>Tea Area</i>	<i>Platte-Geddes</i>		<i>Enemy Swim Day</i>	<i>Oldham-Ramona</i>	
<i>Oelrichs</i>		<i>Plankinton</i>		<i>Estelline</i>	<i>Rutland</i>	
<i>Rapid City</i>		<i>Stickney</i>		<i>Florence</i>	<i>Tri-Valley</i>	
<i>Spearfish</i>		<i>Wessington Springs</i>		<i>Grant-Deuel</i>		
		<i>White Lake</i>		<i>Hamlin</i>		
		<i>Wolsey-Wessington</i>		<i>Henry</i>		
				<i>Iroquois</i>		
				<i>Lake Preston</i>		
				<i>Rosholt</i>		
				<i>Sioux Valley</i>		
				<i>Summit</i>		
				<i>Waubay</i>		
				<i>Waverly</i>		
				<i>Webster</i>		
				<i>Willow Lake</i>		
				<i>Wilmot</i>		

East Dakota	James Valley	Northwest Area	Oahe	Southeast Area	Three Rivers
<i>Brandon Valley</i>	<i>Mitchell</i>	<i>Bison</i>	<i>Bowdle</i>	<i>Alcester-Hudson</i>	<i>Bennett County</i>
<i>Lennox</i>	<i>Parkston</i>	<i>Dupree</i>	<i>Edmunds Central</i>	<i>Beresford</i>	<i>Jones County</i>
<i>West Central</i>	<i>Sanborn Central</i>	<i>Faith</i>	<i>Eureka</i>	<i>Canton</i>	<i>Kadoka</i>
	<i>Woonsocket</i>	<i>Harding County</i>	<i>Herreid</i>	<i>Elk Point-Jefferson</i>	<i>Lyman</i>
		<i>McIntosh</i>	<i>Hoven</i>	<i>Gayville-Volin</i>	<i>White River</i>
		<i>McLaughlin</i>	<i>Selby Area</i>	<i>Irene-Wakonda</i>	
		<i>Timber Lake</i>	<i>Smee</i>	<i>Viborg-Hurley</i>	
		<i>Tiospaye Topa</i>			





**AGREEMENT**

This agreement is made and entered into by and between the following South Dakota School Districts, hereinafter referred to as "Member Districts":

- Armour School District #21-1**
- Burke School District #26-2**
- Colome School District #59-1**
- Corsica School District #21-2**
- Ethan School District #17-1**
- Gregory School District #26-4**
- Kimball School District #7-2**
- Mount Vernon School District #17-1**
- Plankinton School District #1-1**
- Platte-Geddes School District #11-5**
- Stickney School District #1-2**
- Wessington Spring School District #36-2**
- White Lake School District #1-3**
- Wolsey-Wessington School District #20-6**

**RECITALS**

Whereas, Member Districts desire to provide special education and services to children who are in need of special or prolonged assistance or other services that said Member Districts mutually agree to provide through this cooperative agreement; and

Whereas, Member Districts have decided it would be economically feasible and to their advantage to enter into an Agreement to share the costs of providing said services; and

Whereas, this agreement is authorized under SDCL 1-24,

**NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

**NAME, PREVIOUS AGREEMENT, COMPOSITION AND NATURE OF ENTITY**

**NAME:**

Member Districts acting jointly under this Agreement, shall be known as MID-CENTRAL EDUCATIONAL COOPERATIVE.

**PREVIOUS AGREEMENT:**

With the passage and approval of this Agreement, all previous agreements, concerning the Mid-Central Educational Cooperative, previously known as the Mid-Central Multi-Service Cooperative, shall be superseded by this Agreement.

### GOVERNING BOARD, ELECTIONS, TERMS OF OFFICE AND VOTING:

The Mid-Central Educational Cooperative shall be governed by a GOVERNING BOARD composed of one District Board Member elected or appointed at the discretion of the local board by each Member District's Board of Education who shall be voting members of the Governing Board.

Each Member District School Board shall appoint one Administrator from its District to serve on the Governing Board in an advisory capacity. An Administrator so appointed shall not have voting powers and may not hold an elected office on the Governing Board.

The Member District School Boards shall elect or appoint its voting member and appoint its Administrator during the first regularly scheduled School District Board meeting in July of each year. Terms of office shall be for one year, commencing at the July meeting of the Governing Board.

Unexpired terms of office for any voting or advisory member shall be filled through the election or appointment by the Member District School Board, and those persons elected or appointed to fulfill an unexpired term shall serve only the remained of the unexpired term of office.

Any voting or advisory member of the Governing Board may be removed from office by resolution of the Member District School Board he/she is representing. Each Member District School Board shall be responsible for establishing procedures for removal of its representatives.

Each District Board of Education voting member of the Governing Board shall have one vote in all business transactions acted upon by the Governing Board.

The presence of a voting representative from a majority of the Member Districts shall constitute a quorum, and it shall be required that a quorum of voting representatives be present at the meeting of the Governing Board before any business can be transacted. A majority of all Member Districts (and not merely a majority of the voting members present) shall be required for the Governing Board to pass any resolution.

### OFFICERS AND DUTIES:

The Governing Board shall elect a CHAIRPERSON and VICE CHAIRPERSON from among its voting membership. Said elections shall take place in July of each year, and terms of office shall commence at the July meeting of the Governing Board. Should the Chairperson for any reason is unable to fulfill his/her term of office, the Vice-Chairperson will assume the position of Chairperson. Unexpired terms of office of Vice-Chairperson shall be filled through election by the Governing Board and those elected shall serve only the remainder of the unexpired term of office. There shall be no limit to the number of consecutive or total terms of office held by one individual.

The Governing Board shall meet monthly or more often, if necessary, to accomplish its purposes as hereinafter set forth.

The Chairperson shall chair all meetings of the Governing Board, and in the absence of the Chairperson, the Vice-Chairperson shall assume said duties.

The Governing Board shall employ an EXECUTIVE DIRECTOR and a BUSINESS MANAGER, who will perform such functions as authorized and approved by the Governing Board.

The Executive Director shall be the chief executive officer of Mid-Central Educational Cooperative.

The Business Manager shall be responsible for the recording of minutes of all business transacted by the Governing Board, and shall cause to be filed a copy of said minutes with each Member District. The Business Manager shall make available, on monthly basis, financial reports to the Governing Board, which reports shall include statements of receipts and expenditures of the month and year to date. The representatives of each Member District shall have the responsibility of presenting said reports to the District Member Boards and to the general public in the School District they are representing. The Business Manager shall cause to be published with the official newspaper of the Mid-Central Educational Cooperative a summary of all transactions and Governing Board minutes of the Mid-Central Educational Cooperative.

The Governing Board hereby adopts Robert's Rules of Parliamentary Procedure as its rules of parliamentary procedure, except as may be modified by the Governing Board, and shall adopt its own by-laws, policies, or other rules and regulations as may be necessary to accomplish its purposes.

#### **DURATION OF AGREEMENT**

This Agreement shall become effective immediately upon approval, by resolution, of the MEMBER District Boards of Education, and upon further approval of the Office of the Secretary, Department of Education.

This Agreement shall remain in effect until a majority of the Member District Boards of Education votes to terminate the Agreement. Individual Member District's membership shall be terminated as provided herein, in which case the Agreement shall remain effective for the remaining Member Districts.

## PURPOSE

The goals and purposes of the Mid-Central Educational Cooperative shall be consistent with federal and state legislation, and consistent with the rules of the Department of Education, State of South Dakota.

Further goals or purposes, for which the Mid-Central Educational Cooperative is formed, shall be the responsibility of the Governing Board.

In accomplishing its goals or purposes, the Mid-Central Educational Cooperative shall be bound by all due process, confidentiality, prior notice, and reporting requirements incumbent upon any school district.

## FISCAL MANAGEMENT

The Governing Board shall establish and maintain a budget in accordance with policies adopted by State laws.

All local, state or federal funds shall be received, paid out, and accounted for, by the Business Manager, as authorized and approved by the Governing Board.

Local Member District money needed to fund the Cooperative will be raised by each Member District contributing a pro-rata share of said amount. This amount will be determined by a funding formula that is consistent in concept with the formula and data that is utilized by the South Dakota Department of Education to distribute state aid to schools for the support of general and/or special education programs. Each Member District shall also assume a continuing financial obligation to the Mid-Central Educational Cooperative, based upon the percentage specified above, subject to the admission, termination and/or releasing procedures hereinafter set forth.

Each member District shall further pay one-twelfth (1/12) of its annual share, the first payment on August 1<sup>st</sup> of the year, and one-twelfth (1/12) on the first of each month thereafter. Any long-term debt incurred by the Mid-Central Educational Cooperative shall be assumed by each Member District, on a percentage basis corresponding to each Member District's enrollment listed in the Annual Accreditation Report, plus any children served in private schools from each Member District, at the time the debt is incurred.

## ADMISSION OR TERMINATION OF MEMBER DISTRICTS

ADMISSIONS to the Mid-Central Educational Cooperative of school districts desiring to join the Mid-Central Educational Cooperative shall be initiated by the district desiring entry by the district's presenting a written application for admission to the Governing Board. The application shall be addressed to the Chairperson of the Governing Board, and shall include a specific statement requesting admission, the reason or reasons admission is being requested, and information relating to: 1) the current and projected enrollments for the next three years of the school district; 2) the school district's projected needs for special education services during the next three years; and 3) the school district's projected method of meeting its financial contributions to the Mid-Central Educational Cooperative, should it be admitted. As a condition for admission, Member

Districts may impose an admission assessment, in an amount and on a payment schedule determined by the Board of Directors.

A VOLUNTARY TERMINATION OF MEMBERSHIP by a Member District shall be accomplished by that Member District's presenting a written notice of termination to the Governing Board. The notice shall be addressed to the Chairperson of the Governing Board, and shall include a specific statement requesting to be released, the reason or reasons the Member District is requesting release, and information as to the forthcoming three consecutive school years relating to: 1) the current and projected enrollments of the Member District; 2) the current and projected enrollments for special educational personnel; and 3) the Member District's projected method of meeting its continuing financial contributions, if any, to the Mid-Central educational Cooperative should it be released. No notice of termination shall be considered by the Governing Board unless the notice shall have been presented to the Governing at least one year prior to the effective date of termination, said effective date of termination to be on July 1<sup>st</sup> each year. The terminating Member District shall forfeit all claims to services and property of the Mid-Central Educational Cooperative. Nothing herein contained shall relieve any Member District from being responsible for its continuing obligation for its share of long-term (capital improvements) indebtedness incurred by the Cooperative, unless otherwise specifically approved by three-fourths of all Member Districts.

SPECIAL RULES REGARDING ADMISSION OR TERMINATION OF SCHOOLS REORGANIZING PURSUANT TO SDCL 13-6: Should a Member District reorganize through consolidation or dissolution/annexation with one or more Member Districts and/or non-member districts, the newly reorganized school district(s) will be entitled to admission into the Mid-Central Educational Cooperative upon the school boards of the newly reorganized school district(s) submitting the appropriate application to the Governing Board. The newly reorganized school district's financial obligation shall be its pro-rata share of based upon the funding formula in place at time of admission. The continuing financial obligation of each Member District to Mid-Central Educational Cooperative for long-term indebtedness (capital improvements) incurred by Mid-Central Educational Cooperative prior to the Member District's school reorganization shall be identified in the school reorganization plan as continuing obligations of the former school district which is to be paid by the newly reorganized school district(s). Should the newly reorganized school district not apply for admission into the Mid-Central Educational Cooperative, the Member District(s) involved in the reorganization shall forfeit all claims to services and property of the Mid-Central Educational Cooperative. The one year minimum notice requirement for termination of membership does not apply to terminations resulting from school reorganization.

Within forty-five (45) calendar days of receiving a written application for admission to, or notice of termination of membership from the Mid-Central Educational Cooperative, the Governing Board, by resolution, shall vote on the application for admission or notice of termination. If a majority of the governing Board votes in favor of admission or termination, its decision must be ratified within forty-five (45) calendar days by Board resolution of a majority of the Member Districts School Boards. If a majority of the said Member District Boards of Education vote in favor of admission of the new Member

District or termination of a Member District, approval for the District's entry or termination shall be obtained from the Office of the Secretary, Department of Education, whose determination shall be final unless appealed to the courts.

### **TERMINATION OF MID-CENTRAL EDUCATIONAL COOPERATIVE**

In the event the Governing Board, by resolution passed by majority vote, resolves to terminate the Mid-Central Educational Cooperative, such resolution shall be presented to the Member District School Boards no later than December 1<sup>st</sup>. The resolution calling for termination must include a specific statement proposing termination, the reason or reasons for the proposal, and a projected plan for meeting the continuing contract requirements of the Mid-Central Educational Cooperative staff as specified in SDCL 12-43, as well as any additional continuing financial requirements.

Prior to December 31<sup>st</sup>, each Member District Board of Education shall vote to adopt or reject the resolution to terminate. If a majority of the Member District Boards of Education votes to adopt the resolution of termination, approval for termination will be requested from the Office of the Secretary, Department of Education, whose determination shall be final unless appealed to the courts. The effective date of termination shall be on June 30<sup>th</sup>.

In the event of termination of the Mid-Central Educational Cooperative, all property owned by the Mid-Central Educational Cooperative shall be disposed of as provided by SDCL 6-13, within ninety (90) calendar days of receipt of approval to terminate from the Office of the Secretary, Department of Education.

All funds on hand and proceeds received from said disposal of property shall first be applied toward existing financial obligations, including long-term (capital improvement) indebtedness. After the necessary funds have been applied toward existing financial obligations and such there be any remaining funds, said funds shall be returned to the Member Districts at the time of termination, computed pro-rata, and based upon the number of children listed in the current Annual Accreditation Report, plus any children served in private schools in each Member District.

### **PERSONNEL**

All personnel necessary for the functioning of the Mid-Central Educational Cooperative's programs shall be hired by the Governing Board.

The Governing Board shall also adopt yearly, at their regularly scheduled July meeting, a policy manual for the operations of the Mid-Central Educational Cooperative.

## CENTRAL RECORD KEEPING

A central record keeping file shall be maintained at the Mid-Central Educational Cooperative's administrative office, all in accordance with state and federal law. In case of admissions, all such records from the districts admitted shall be included in this record system. In cases of termination of a Member District or termination of Mid-Central Educational Cooperative said records shall be returned to the released Member District within sixty (60) calendar days of final approval of termination.

## AMENDMENT

This agreement may be amended from time to time, as mutually agreed upon by the Member Districts, provided that amendments shall require a majority vote of the Governing Board and ratification of a majority of the Boards of Education of the Member Districts before such amendment shall become effective.

Adopted: \_\_\_\_\_

\_\_\_\_\_  
Armour School District #21-1

\_\_\_\_\_  
Mount Vernon School District #17-3

\_\_\_\_\_  
Burke School District #26-2

\_\_\_\_\_  
Plankinton School District #1-1

\_\_\_\_\_  
Colome School District #59-1

\_\_\_\_\_  
Platte-Geddes School District #11-5

\_\_\_\_\_  
Corsica School District #21-2

\_\_\_\_\_  
Stickney School District #1-2

\_\_\_\_\_  
Ethan School District #17-1

\_\_\_\_\_  
Wessington Springs School District #36-2

\_\_\_\_\_  
Gregory School District #26-4

\_\_\_\_\_  
White Lake School District #1-3

\_\_\_\_\_  
Kimball School District #7-2

\_\_\_\_\_  
Wolsey-Wessington School District #20-6