

Cornbelt Educational Cooperative



Board Policies and Procedures 2023-2024

Providing services to the following school districts:

Bridgewater-Emery | Canistota | Ethan | Freeman | Hanson | Marion |
McCook Central | Montrose | Parker

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Cornbelt Educational Cooperative

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.

Teleconference

Any official meeting, including executive meetings, may be conducted by teleconference. A teleconference is an exchange of information by audio, video, or electronic medium, including the internet. A member is deemed present if the member answers present to the roll call conducted by teleconference for the purpose of determining a quorum. Each vote at an official meeting held by teleconference may be taken by voice vote. If any member votes in the negative, the vote shall proceed to a roll call vote. A teleconference may be used to conduct a hearing. If the board conducts an official meeting by teleconference, the board shall provide a place at which the public may listen to and participate in the teleconference meeting. For any official meeting held by teleconference, which has less than a quorum of board members participating in the meeting who are present at the location open to the public, arrangements shall be provided for the public to listen to the meeting via telephone or internet. The requirement to provide one or more places for the public to listen to the teleconference does not apply to an executive meeting.

Amended: August 13, 2019

Amended: May 11, 2021

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.
- **Conflict of Interest Disclosure** - The President will ask for any conflicts of interest on any of the agenda items.
- **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.

Amended August 8, 2016

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 publish 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 26th 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
 - Ethan School District #17-1 Ethan, SD 57334
 - 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
- 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.

NONDISCRIMINATION ON THE BASIS OF SEX

The U.S. Department of Education has published regulations for implementing Title IX of the Education Amendments of 1972, which prohibits sex discrimination in federally assisted education programs.

Title IX states, in part: “No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any education program or activity receiving federal financial assistance.”

The Board ensures compliance with Title IX of the Education Amendments of 1972, Title VI of the Civil Rights Act of 1964, and the regulations promulgated through the U.S. Department of Education.

Adopted May 11, 2021

LEGAL REFS.:

Civil Rights Act, Title VI; 42 USC 2000d et seq.

Civil Rights Act, Title VII; 42 USC 2000e et seq.

Education Amendments of 1972, Title IX; 20 USC 1681 et seq.

Executive Order 11246, as amended by Executive Order 11375

Equal Pay Act; 29 USC 206

34 C.F. R. Part 106

SEXUAL HARASSMENT POLICY

The Cooperative does not discriminate on the basis of sex in any education program or activity that it operates, including admission and employment. The Cooperative is required by Title IX of the Education Amendments of 1972 and the regulations promulgated through the U.S. Department of Education not to discriminate in such a manner. Inquiries about the application of Title IX to the Cooperative may be referred to the Cooperative’s Title IX Coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both.

The Board designates the following individual to serve as the Cooperative’s Title IX Coordinator:

Pam Selken, Title IX Coordinator
1000 North West Ave. Suite 240
Sioux Falls, SD 57104
(605) 271-0218
Pam.selken@k12.sd.us

Any person may report sex discrimination, including sexual harassment, at any time, including during non-business hours. Such a report may be made in person, by mail, by telephone or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report.

For purposes of this policy and the grievance process, “sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

1. A Cooperative employee conditioning the provision of an aid, benefit, or service of the Cooperative on an individual’s participation in unwelcome sexual conduct;

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Cooperative's education program or activity; or
3. "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "sexual offenses, forcible" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8) or "stalking" as defined in 34 USC 12291(a)(30).

When the harassment or discrimination on the basis of sex does not meet the definition of sexual harassment, the Title IX Coordinator directs the individual to the applicable sex discrimination process for investigation.

Retaliation Prohibited

The Cooperative prohibits intimidation, threats, coercion, or discrimination against any individual for the purpose of interfering with any right or privilege secured by Title IX or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation proceeding or hearing, if applicable. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX or this part, constitutes retaliation.

Confidentiality

The Cooperative must keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any individual who has been alleged to be the victim or perpetrator of conduct that could constitute sexual harassment, and any witness, except as may be permitted by Family Educational Rights and Privacy Act (FERPA) or as required by law, or to carry out the purposes of the Title IX regulations, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

Notice Requirements

The Cooperative provides notice to applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, employees and the union(s) with the name or title, office address, email address and telephone number of the Title IX Coordinator and notice of the Cooperative grievance process, including how to report or file a complaint of sex discrimination, how to file a formal complaint of sexual harassment, and how the Cooperative will respond. The Cooperative also posts the Title IX Coordinator's contact information and Title IX policies and procedures in a prominent location on the Cooperative website and in all handbooks made available by the Cooperative.

Training Requirements

The Cooperative ensures that the Title IX Coordinator, Investigator(s), Decision-Makers, and any person who facilitates an informal resolution process, receives training on the definition of sexual harassment, the scope of the Cooperative's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, when applicable, and how to serve impartially including by avoiding prejudice of the facts at issue, conflicts of interest, and bias. The Cooperative also ensures that Decision-Makers and Investigator(s) receive training on issues of relevance of questions and evidence, including when questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant as set forth in the formal procedures that follow, and training on any technology to be used at a live hearing, if applicable. Investigators also receive

training on issues of relevance to create an investigative report that fairly summarizes relevant evidence. All materials used to train individuals who receive training under this section must not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment and are made publicly available on the Cooperative's website.

Conflict of Interest and Bias

The Cooperative ensures that Title IX Coordinators, Investigators, Decision-Makers, and any person who facilitates an informal resolution process do not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent.

Determination of Responsibility

The individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment is presumed not responsible for the alleged conduct. A determination regarding responsibility will be made by the Decision-Maker at the conclusion of the investigation in accordance with the process outlined in the accompanying sexual harassment procedure. No disciplinary sanctions will be imposed unless and until a final determination of responsibility is reached.

Extent of Policy

This Sexual Harassment Policy is intended to comply with Title IX of the Education Amendments of 1972, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, and the federal regulations promulgated. Therefore, nothing in this policy or the related Sexual Harassment Grievance Process shall be construed to be more demanding or more constraining upon the Cooperative than the requirements of those federal statutes and corresponding federal regulations. To the extent that the Cooperative remains in compliance with the same, then all of the Cooperative's obligations and responsibilities under this policy and the related grievance process shall be deemed to be fulfilled and discharged.

Adopted May 11, 2021

LEGAL REFS.:

Civil Rights Act, Title VI; 42 USC 2000d et seq.
Civil Rights Act, Title VII; 42 USC 2000e et seq.
Education Amendments of 1972, Title IX; 20 USC 1681 et seq.
Executive Order 11246, as amended by Executive Order 11375
Equal Pay Act; 29 USC 206
34 CFR part 106
Cooperative Sexual Harassment Grievance Procedure
Cooperative Nondiscrimination on the Basis of Sex Policy

SEXUAL HARASSMENT GRIEVANCE PROCESS

The Board requires the following grievance process to be followed for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited as sexual harassment by Title IX. The Board directs the grievance process to be published in accordance with all statutory and regulatory requirements.

Definitions

The following definitions apply for Title IX policies and procedures:

“Actual knowledge:” notice of sexual harassment or allegations of sexual harassment to the Cooperative’s Title IX Coordinator or any official of the Cooperative who has authority to institute corrective measures on behalf of the Cooperative, or to any employee of an elementary or secondary school.

“Education program or activity:” includes locations, events or circumstances over which the Cooperative exercised substantial control over both the individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment, and the context in which the sexual harassment occurs.

“Complainant:” an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

“Respondent:” an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

“Formal Complaint:” a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the Cooperative investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the recipient with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator.

“Supportive measures:” non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or Respondent before or after the filing of a Formal Complaint or where no Formal Complaint has been filed. Such measures are designed to restore or preserve equal access to the Cooperative’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the Cooperative’s educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The Cooperative will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the Cooperative to provide the supportive measures.

Cooperative Requirements

When the Cooperative has actual knowledge of sexual harassment in an education program or activity of the Cooperative, the Cooperative will respond promptly in a manner that is not deliberately indifferent. When the harassment or discrimination on the basis of sex does not meet the definition of sexual harassment, the Title IX Coordinator will direct the individual to the applicable sex discrimination process for investigation.

The Cooperative treats individuals who are alleged to be the victim (Complainant) and perpetrator (Respondent) of conduct that could constitute sexual harassment equitably by offering supportive measures. Supportive measures are designed to restore or preserve equal access to the Cooperative’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the Cooperative’s educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments,

modifications of work or class schedules, mutual restrictions on contact between the parties, leaves of absence, increased security and monitoring of certain areas of the Cooperative's property, campus escort services, changes in work locations and other similar measures.

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. Upon the receipt of a complaint, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a Formal Complaint, and explain to the Complainant the process for filing a Formal Complaint. If the Cooperative does not provide the Complainant with supportive measures, then the Cooperative must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Timelines

The Cooperative has established reasonably prompt time frames for the conclusion of the grievance process, including time frames for filing and resolving appeals and informal resolution processes. The grievance process may be temporarily delayed or extended for good cause. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. In the event the grievance process is temporarily delayed for good cause, the Cooperative will provide written notice to the Complainant and the Respondent of the delay or extension and the reasons for the action.

Response to a Formal Complaint

At the time of filing a Formal Complaint, a Complainant must be participating in or attempting to participate in the education program or activity of the Cooperative with which the Formal Complaint is filed. A Formal Complaint may be filed with the Title IX Coordinator in person, by mail, by electronic mail, or other means designated by the Cooperative.

The Cooperative must follow the Formal Complaint process before the imposition of any disciplinary sanctions or other actions that are not supportive measures. However, nothing in this policy precludes the Cooperative from removing a Respondent from the Cooperative's education program or activity on an emergency basis, provided that the Cooperative undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the Respondent with notice and an opportunity to challenge the decision immediately following the removal. Nor does it preclude the Cooperative from placing a non-student employee Respondent on administrative leave during the pendency of the grievance process. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Upon receipt of a Formal Complaint, the Cooperative must provide written notice to the known parties including:

1. Notice of the allegations of sexual harassment, including information about the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, the date and location of the alleged incident, and any sufficient details known at the time. Such notice must be provided with sufficient time to prepare a response before any initial interview;
2. An explanation of the Cooperative's investigation procedures, including any informal resolution process;

3. A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made by the Decision-Maker at the conclusion of the investigation;
4. Notice to the parties that they may have an advisor of their choice who may be, but is not required to be, an attorney, and may inspect and review any evidence; and
5. Notice to the parties of any provision in the Cooperative's code of conduct or policy that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the Cooperative decides to investigate allegations about the Complainant or Respondent that are not included in the notice initially provided, notice of the additional allegations must be provided to known parties.

The Cooperative may consolidate Formal Complaints as to allegations of sexual harassment against more than one (1) Respondent, or by more than one (1) Complainant against one (1) or more Respondents, or by one (1) party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Investigation of a Formal Complaint

When investigating a Formal Complaint and throughout the grievance process, the Cooperative must:

1. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the Cooperative and not the parties;
2. Provide initial notice of the complaint to the parties;
3. Provide an equal opportunity for the parties to present witnesses and evidence;
4. Not restrict either party's ability to discuss the allegations under investigation or to gather and present relevant evidence;
5. Allow the parties to be accompanied with an advisor of the party's choice who may be, but is not required to be, an attorney. The Cooperative may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
6. Provide written notice of the date, time, location, participants, and purpose of any interview or meeting at which a party is expected to participate, with sufficient time for the party to prepare to participate;
7. Provide the parties equal access to review all the evidence collected which is directly related to the allegations raised in a Formal Complaint and comply with the review periods outlined in this process;
8. Objectively evaluate all relevant evidence without relying on sex stereotypes;
9. Ensure that Title IX Coordinators, Investigators, Decision-Makers and individuals who facilitate an informal resolution process, do not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent;

10. Not make creditability determinations based on the individual's status as Complainant, Respondent, or witness;
11. Not use questions or evidence that constitute or seek disclosure of privileged information unless waived.

Dismissal of Formal Complaints

If the conduct alleged in the Formal Complaint would not constitute sexual harassment even if proved, did not occur in the Cooperative's education program or activity, or did not occur against a person in the United States, then the Cooperative must dismiss the Formal Complaint with regard to that conduct for purposes of sexual harassment under this policy.

The Title IX Coordinator also may dismiss the Formal Complaint or any allegations therein at any time during the investigation or hearing, if applicable, when any of the following apply:

1. A Complainant provides written notification to the Title IX Coordinator that the Complainant would like to withdraw the Formal Complaint or any allegations therein;
2. The Respondent is no longer enrolled or employed by the Cooperative; or
3. Specific circumstances prevent the Cooperative from gathering evidence sufficient to reach a determination as to the Formal Complaint or allegations therein.

Upon dismissal, the Title IX Coordinator promptly sends written notice of the dismissal and the reasons for dismissal simultaneously to both parties.

Evidence Review

The Cooperative provides both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. The evidence provided by the Cooperative must include evidence that is directly related to the allegations in the Formal Complaint, evidence upon which the Cooperative does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or other source. Prior to completion of the investigative report, the Title IX Coordinator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties have ten (10) calendar days to submit a written response to the Title IX Coordinator, which the Investigator will consider prior to completion of the Investigative Report.

Investigative Report

The Investigator must prepare an Investigative Report that fairly summarizes relevant evidence and will send the report to the Title IX Coordinator. The Title IX Coordinator must send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response. The parties have ten (10) calendar days to submit a written response to the Title IX Coordinator.

Decision-Maker's Determination

The investigative report is submitted to the Decision-Maker. The Decision-Maker cannot be the same person(s) as the Title IX Coordinator or the Investigator. The Decision-Maker cannot hold a hearing or make a determination regarding responsibility until ten (10) calendar days from the date the Complainant and Respondent receive the Investigative Report.

Prior to reaching a determination regarding responsibility, the Decision-Maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. Questions must be submitted to the Title IX Coordinator within three (3) calendar days from the date the Complainant and Respondent receive the Investigative Report.

The Decision-Maker must issue a Written Determination regarding responsibility based on a preponderance of the evidence standard. The Decision-Maker's Written Determination must:

1. Identify the allegations potentially constituting sexual harassment;
2. Describe the procedural steps taken, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;
3. Include the findings of fact supporting the determination;
4. Draw conclusions regarding the application of any Cooperative policies and/or code of conduct policies to the facts;
5. Address each allegation and a resolution of the complaint including a determination regarding responsibility, the rationale therefor, any recommended disciplinary sanction(s) imposed on the Respondent, and whether remedies designed to restore or preserve access to the educational program or activity will be provided by the Cooperative to the Complainant; and
6. The procedures and permissible bases for the Complainant and/or Respondent to appeal the determination.

A copy of the Written Determination must be provided to both parties simultaneously, and generally will be provided within sixty (60) calendar days from the Cooperative's receipt of a Formal Complaint.

The determination regarding responsibility becomes final either on the date that the Cooperative provides the parties with the Written Determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely. Where a determination of responsibility for sexual harassment has been made against the Respondent, the Cooperative will provide remedies to the Complainant that are designed to restore or preserve equal access to the Cooperative's education program or activity. Such remedies may include supportive measures; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent. The Title IX Coordinator is responsible for effective implementation of any remedies. Following any determination of responsibility, the Cooperative may implement disciplinary sanctions in accordance with state or federal law and or/the negotiated agreement. For students, the sanctions may include disciplinary action, up to and including permanent exclusion. For employees, the sanctions may include any form of responsive discipline, up to and including termination.

Appeals

Either the Complainant or Respondent may appeal the Decision-Maker's determination regarding responsibility or a dismissal of a Formal Complaint, on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time that could affect the outcome; and
3. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent that affected the outcome.

The request to appeal must be made in writing to the Title IX Coordinator within ten (10) calendar days after the date of the Written Determination. The appeal Decision-Maker must not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent, and cannot be the Title IX Coordinator, the Investigator, or the Decision-Maker from the original determination.

The appeal Decision-Maker must notify the other party in writing when an appeal is filed and give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging, the outcome. After reviewing the evidence, the appeal Decision-Maker must issue a written decision describing the result of the appeal and the rationale for the result. The decision must be provided to both parties simultaneously, and generally will be provided within ten (10) calendar days from the date the appeal is filed.

Informal Resolution Process

Except when concerning allegations that an employee sexually harassed a student, at any time during the Formal Complaint process and prior to reaching a determination regarding responsibility, the Cooperative may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and determination of responsibility, provided that the Cooperative:

1. Provides to the parties a written notice disclosing:
 - A. The allegations;
 - B. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the Title IX Formal Complaint process with respect to the Formal Complaint; and
 - C. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process.

The informal resolution process generally will be completed within thirty (30) calendar days, unless the parties and the Title IX Coordinator mutually agree to temporarily delay or extend the process. The formal grievance process timelines are stayed during the parties' participation in the informal resolution process. If the parties do not reach resolution through the informal resolution process, the parties will

resume the Formal Complaint grievance process, including timelines for resolution, at the point they left off.

Recordkeeping

The Cooperative must maintain for a period of seven (7) years records of:

1. Each sexual harassment investigation, including any determination regarding responsibility, any disciplinary sanctions imposed on the Respondent, and any remedies provided to the Complainant designed to restore or preserve equal access to the Cooperative's education program or activity;
2. Any appeal and the result therefrom;
3. Any informal resolution and the result therefrom; and
4. All materials used to train Title IX Coordinators, Investigators, Decision-Makers, and any person who facilitates an informal resolution process. The Cooperative must make these training materials publicly available on its website.

The Cooperative must create, and maintain for a period of seven (7) years, records of any actions, including any supportive measures, taken in response to a report or Formal Complaint of sexual harassment. In each instance, the Cooperative must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the Cooperative's education program or activity.

This Sexual Harassment Policy is intended to comply with Title IX of the Education Amendments of 1972, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, and the federal regulations promulgated. Therefore, nothing in this policy or the related Sexual Harassment Grievance Process shall be construed to be more demanding or more constraining upon the Cooperative than the requirements of those federal statutes and corresponding federal regulations. To the extent that the Cooperative remains in compliance with the same, then all of the Cooperative's obligations and responsibilities under this policy and the related grievance process shall be deemed to be fulfilled and discharged.

Adopted May 11, 2021

LEGAL REFS.:

Civil Rights Act, Title VI; 42 USC 2000d et seq.
Civil Rights Act, Title VII; 42 USC 2000e et seq.
Education Amendments of 1972, Title IX; 20 USC 1681 et seq.
Executive Order 11246, as amended by Executive Order 11375
Equal Pay Act; 29 USC 206
34 CFR part 106
Cooperative Sexual Harassment Policy
Cooperative Nondiscrimination on the Basis of Sex Policy

COOPERATIVE LETTERHEAD

[Date]

[NAME AND ADDRESS]

Re: Notice of Title IX Policy

Dear ____:

The Board of Education has adopted a policy under the provisions of Title IX—discrimination on the basis of sex, as well as grievance procedures for complaints of sexual harassment. This policy and supporting process may be found in the Cooperative’s handbooks and also on the Cooperative’s website found here: <https://www.cornbeltcoop.k12.sd.us/title-ix>

Pursuant to this policy, the Cooperative does not discriminate on the basis of sex in any education program(s), which extends to Cooperative-sponsored activities and Cooperative employment. The Cooperative’s Title IX Coordinator is Pam Selken, who may be contacted in person, by mail, by telephone, or by electronic mail at 1000 North West Avenue Suite 240 - Sioux Falls, SD 57104, (605) 271-0218, pam.selken@k12.sd.us.

The Assistant Secretary for Civil Rights in the United States Department of Education may be contacted at: U.S. Department of Education, Office for Civil Rights, Washington, D.C. 20202-1100.

Sincerely,

**SEXUAL HARASSMENT
COMPLAINT REPORT FORM**

NOTE TO COMPLAINANT: You are not required to use this form. It is provided for your convenience. You may use your own written format if you wish.

Date Form Completed: _____

Form Completed By: _____

Person Reporting the Sexual Harassment: _____

Address/Phone # of the Person Reporting the Sexual Harassment:

Nature of Complaint:
[With specificity, identify the person(s) alleged to have sexually harassed, the conduct which is the basis of the sexual harassment complaint, when/where the conduct occurred, the person(s) alleged to have sexually harassed, witnesses, and any other pertinent information.]

[use additional sheets of paper, if necessary]

Date

Cooperative Employee Completing the Sexual Harassment Report Form

COOPERATIVE LETTERHEAD

[Date]

[COMPLAINANT'S NAME AND ADDRESS]

Re: Notice of Allegations and Grievance Process for Formal Complaint

Dear ___:

I am writing to inform you that the Cooperative received and will be investigating a Formal Complaint of sexual harassment against RESPONDENT'S NAME, in which you are named as a Complainant. Attached to this letter is a copy of the Cooperative's Sexual Harassment Policy and Sexual Harassment Grievance Procedures, which provide detail regarding the process in which these allegations will be investigated and determined.

Please know that supportive measures, which, under the Cooperative's policy and procedures, as well as the Title IX regulations, can include non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or Respondent before or after the filing of a Formal Complaint or where no Formal Complaint has been filed. Such measures are designed to restore or preserve equal access to the Cooperative's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the Cooperative's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The Cooperative will maintain as confidential any supportive measures provided, to the extent that maintaining such confidentiality would not impair the ability of the Cooperative to provide the supportive measures. If supportive measures are requested, please contact me, and the Cooperative will respond accordingly.

Likewise, all parties in this matter are entitled to an advisor of their choice who may be, but is not required to be, an attorney, and who may be involved in the grievance process and inspect and review evidence as detailed by Cooperative policy and Title IX regulations.

The known parties involved in this incident include one respondent, [NAME OF REPENDENT]. The Cooperative understands the basic allegations are that: BRIEF SUMMARY OF ALLEGATION(S). Under Title IX, respondents are presumed not responsible for alleged conduct, and a determination regarding responsibility under Title IX is made only at the conclusion of the grievance process.

A dismissal of the Formal Complaint may occur under circumstances as outlined in the Cooperative's policy and procedures, as well as Title IX regulations.

Finally, as required by federal regulations, the Cooperative provides the following notice regarding retaliation that is provided to all parties. The Cooperative prohibits intimidation,

threats, coercion or discrimination against any individual for the purpose of interfering with any right or privilege secured by Title IX or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation proceeding or hearing, if applicable. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation. A party may be subject to discipline under Cooperative policies for knowingly making false statements or knowingly submitting false information during the grievance process.

Please contact me with any questions.

Sincerely,

Title IX Coordinator

Cornbelt Educational Cooperative

COOPERATIVE LETTERHEAD

[Date]

[RESPONDENT FAMILY NAME AND ADDRESS]

Re: Notice of Allegations and Grievance Process for Formal Complaint

Dear ____:

I am writing to inform you that the Cooperative has received and will be investigating a Formal Complaint of sexual harassment against you as Respondent and as required under federal regulations given the circumstances currently known involving NAME OF STUDENT (as the Complainant). Attached to this letter is a copy of the Cooperative's Sexual Harassment Policy and Sexual Harassment Grievance Procedures, which detail the process in which these allegations will be investigated and determined.

Please be advised that supportive measures are available to respondents during this process. Supportive measures are defined in the enclosed documents, as well as the Title IX regulations, and can include non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or Respondent before or after the filing of a Formal Complaint or where no Formal Complaint has been filed. Such measures are designed to restore or preserve equal access to the Cooperative's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the Cooperative's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The Cooperative will maintain as confidential any supportive measures provided, to the extent that maintaining such confidentiality would not impair the ability of the Cooperative to provide the supportive measures. If supportive measures are requested, please contact me, and the Cooperative will respond accordingly.

The Cooperative will investigate allegations that BRIEF SUMMARY OF ALLEGATION(S). Under Title IX, respondents are presumed not responsible for alleged conduct, and a determination regarding responsibility is made only at the conclusion of the grievance process.

The parties in this matter are entitled to an advisor of their choice who may be, but is not required to be, an attorney, and who may be involved in the grievance process and inspect and review evidence as detailed by Cooperative policy and Title IX regulations.

The Cooperative also may facilitate an informal resolution process, with the written consent of all parties, at any time during the grievance process and prior to reaching a determination of responsibility under Title IX. This process is governed by the Cooperative's policy covering Title IX.

A dismissal of the Formal Complaint may occur under circumstances as outlined in the Cooperative's policy and procedures, as well as Title IX regulations.

Finally, as required by federal regulations, the Cooperative provides the following notice regarding retaliation that is provided to all parties. The Cooperative prohibits intimidation, threats, coercion or discrimination against any individual for the purpose of interfering with any right or privilege secured by Title IX or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation proceeding or hearing, if applicable. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation. A party may be subject to discipline under Cooperative policies for knowingly making false statements or knowingly submitting false information during the grievance process.

Sincerely,

Title IX Coordinator

COOPERATIVE LETTERHEAD

[DATE]

[NAME/ADDRESS OF PARTY | WITNESS]

Re: Notice of Interview

Dear _____:

As you know from a prior notice, the Cooperative is investigating a formal complaint of sexual harassment in which you are a [party | witness]. As part of this investigation, the Cooperative intends to interview you at _____.m. at LOCATION.

If you have an advisor, you are entitled to have that person attend the interview with you. If you are unable to participate in the interview as scheduled, you must notify me immediately upon receipt of this notice to schedule the interview.

Sincerely,

Cornbelt Educational Cooperative

[COOPERATIVE LETTERHEAD]

[DATE]

[NAME]

[ADDRESS]

Re: Notice of Informal Resolution Process

Dear [NAME]:

As you are aware, a formal complaint alleging Title IX sexual harassment has been filed involving you. This letter is intended to notify you that the Cooperative offers parties an option to engage in an informal resolution process. When the option is offered, the Cooperative is required to provide notice to you about this informal resolution process.

First, the Cooperative is required to provide notice to you of the allegations in the formal complaint. The formal complaint alleges that [INCLUDE DETAILS OF ALLEGATIONS HERE].

Second, the Cooperative is required to notify you of the requirements of the informal resolution process. The informal resolution process will include various requirements, including [INCLUDE REQUIREMENTS OF THE PROCESS, e.g., that a facilitator will be appointed to serve as mediator to the process and will require both parties to be present in separate rooms at the Cooperative office to mediate the allegations]. This notice must include the circumstances under which the Cooperative precludes the parties from resuming a formal complaint arising from the same allegations. In this respect, please note that the parties are precluded from resuming a formal complaint arising from the same allegations if [INCLUDE CIRCUMSTANCES, e.g., if the parties reach a final agreement that resolves all matters involving the parties on the specific allegations]. Please note, however, that, at any time prior to agreeing to a resolution in this informal process, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

Third, the Cooperative is required to notify you of any consequences resulting from participating in the informal resolution process. In this respect, please note that the consequences include that [INCLUDE POSSIBLE CONSEQUENCES, e.g., a resolution that results in disciplinary sanctions against the respondent or that prohibits future investigation of the particular allegations]. This notice must also inform you of the records that will be maintained or that could be shared. In this respect, please note that [INCLUDE DESCRIPTION OF RECORDS, e.g., records may include a resolution agreement between the parties that will not be shared, except as may be required by law.].

Finally, the Cooperative is required to obtain the parties' voluntary written consent to the informal resolution process. Enclosed a voluntary written consent form for your consideration and approval. If you are willing to participate in an attempt to reach an informal resolution of the

pending formal complaint, please return the written consent to [IDENTIFY THE APPROPRIATE PERSON AND CONTACT INFORMATION, e.g., this would likely be the Title IX Coordinator.] by no later than [DATE]. If you do not submit your written consent by the deadline, the Cooperative will treat the lack of consent as your rejection of the offer to attempt to reach a facilitated informal resolution of the matter.

Please feel free to contact me with any questions about this notice or about the informal resolution process.

Sincerely,

Title IX Coordinator

Cornbelt Educational Cooperative

[COOPERATIVE LETTERHEAD]

VOLUNTARY CONSENT FORM FOR INFORMAL RESOLUTION
OF A FORMAL COMPLAINT OF TITLE IX SEXUAL HARASSMENT

This form is provided on behalf of _____, a party to a formal complaint for sexual harassment under Title IX. The Cooperative has provided me with the required notice dated _____, 20__.

By signing this form, the party, or, as appropriate, his or her parent/guardian, consents to the informal resolution process to resolve the formal complaint. (Note: A parent or guardian must sign for any party who is not eighteen years old at the time of this consent.)

I acknowledge and agree that my consent is based on my desire to engage in the informal resolution process and that my consent is not the result of any coercion or undue influence.

Signature of Party or Parent/Guardian

Date

IMPORTANT: If you wish to consent to the informal resolution process, return this form by no later than _____, 20__, to _____ at _____.

COOPERATIVE LETTERHEAD

[DATE]

[PARTY'S NAME AND ADDRESS]

[PARTY'S REPRESENTATIVE NAME AND ADDRESS (IF APPLICABLE)]

Re: Evidence Subject to Inspection and Review

Dear PARTY/REP:

As you know, the Cooperative is investigating a Formal Complaint of sexual harassment in which you were named as a party. Attached is the evidence obtained as part of the investigation that is directly related to the allegations raised in a Formal Complaint. Please note, this may include evidence upon which the Cooperative does not intend to rely in reaching a determination regarding responsibility.

Pursuant to Cooperative policy, you have ten (10) days from the date of this letter to submit a written response to this evidence, which will be considered prior to completion of the Investigative Report. Any such written response should be submitted to NAME/EMAIL OF INVESTIGATOR.

Sincerely,

**SEXUAL HARRASSMENT
INVESTIGATION REPORT**

Investigator: _____

Date of Report: _____

Date of Grievance: _____

Allegations Investigated

Instructions for this Section: Describe in detail the allegation(s) that served as a basis for opening the investigation. Conclude with a summary sentence on whether a determination that these allegations, if true, would constitute sexual harassment as defined by federal law and Cooperative policy.

Procedural History

Instructions for this Section: Describe the procedural steps taken from the receipt of the Formal Complaint through the conclusion of the investigation, including any notifications to the parties, site visits, dates and times of interviews with the parties, and any methods used to gather other evidence.

Findings of Fact

Instructions for this Section: Based upon the evidence gathered, the Investigator uses a numbered list to detail the Findings of Fact (which are based upon a “preponderance of the evidence” standard).

NOTE:

For each individual identified as providing an interview, statement, or report, the Investigator assesses, based on evidence and demeanor, whether the interviewee was credible and whether the information they provided was reliable.

Factual Conclusions.

Instructions for this Section: This section should detail the Investigator’s factual conclusions based upon the evidence as provided in the Findings of Fact section. Specifically, the Investigator should state why the conduct at issue meets the definition of sexual harassment and provide an ultimate conclusion as to whether the Respondent subjected the Complainant to sexual harassment as defined by law and Cooperative policy.

Summary of Findings by Allegation

Instructions for this Section: Summarize the conclusion for each allegation, including a determination of responsibility, if any, and provide a summary of the rationale for that conclusion, including whether the Cooperative’s policies were violated.

Investigator

Date

**Sexual Harassment Written Determination
By Decision-Maker**

This document summarizes the Decision-Maker’s determination regarding the below-referenced Formal Complaint of sexual harassment. This Written Determination was reached based upon review of the Investigative Report using the preponderance of the evidence standard.

Decision-Maker: _____

Date Grievance Procedure Initiated: _____

Date Investigation Completed: _____

Date Written Determination Issued: _____

Allegations Investigated

Instructions for this Section: Describe in detail the allegation(s) that served as a basis for opening the investigation—as set forth in the Investigation Report. Conclude with a summary sentence on whether a determination that these allegations, if true, would constitute sexual harassment as defined by federal law and Cooperative policy.

Procedural History

Instructions for this Section: Describe the procedural steps taken from the receipt of the Formal Complaint through the conclusion of the investigation, including any notifications to the parties, site visits, dates and times of interviews with the parties, and any methods used to gather other evidence.

Findings of Fact

Instructions for this Section: Based upon the Investigation Report, include the Findings of Fact supporting the determination based upon a preponderance of the evidence.

Factual Conclusions.

Instructions for this Section: Draw conclusions regarding the application of any Cooperative policies and/or code of conduct rules to the facts. Address each allegation and a resolution of the Formal Complaint including a determination regarding responsibility, the rationale therefor, any recommended disciplinary sanction(s) imposed on the Respondent, and whether remedies designed to restore or preserve access to the educational program or activity will be provided by the Cooperative to the Complainant.

Remedies

Instructions for this Section: Describe whether remedies designed to restore or preserve equal access to the Cooperative’s education program or activity will be provided by the Cooperative to the Complainant.

Right to Appeal

Either the Complainant or Respondent may appeal the Decision-Maker's Written Determination regarding responsibility or a dismissal of a Formal Complaint, on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time that could affect the outcome; and
3. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent that affected the outcome.

The request to appeal must be made in writing to the Title IX Coordinator within ten (10) calendar days after the date of the Written Determination. The appeal Decision-Maker must not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent and cannot be the Title IX Coordinator, the Investigator, or the Decision-Maker from the original determination.

The appeal Decision-Maker must notify the other party in writing when an appeal is filed and give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging, the outcome. After reviewing the evidence, the appeal Decision-Maker must issue a written decision describing the result of the appeal and the rationale for the result. The decision must be provided to both parties simultaneously, and generally will be provided within ten (10) calendar days from the date the appeal is filed.

Decision-Maker

Date

Note: It shall be a violation of this policy for any student to be subjected to, or to subject another person to, sexual harassment. Following the completion of the Cooperative's grievance process, any student who is found by the evidence to more likely than not have engaged in sexual harassment will be subject to disciplinary action up to, and including, expulsion. No disciplinary sanction or other action that is not a supportive measure may be taken against a respondent until the conclusion of the grievance process.

Students who knowingly fabricate allegations of sexual harassment or purposely provide inaccurate facts shall be subject to disciplinary action up to and including expulsion. A determination that the allegations do not rise to the level of sexual harassment alone is not sufficient to conclude that any party made a false allegation or materially false statement in bad faith.

COOPERATIVE LETTERHEAD

[Date]

[COMPLAINANT'S NAME AND ADDRESS]

Re: *Dismissal of Formal Complaint of Sexual Harassment*

Dear [Name]:

This letter will serve to inform you that the Formal Complaint of sexual harassment you filed against Respondent _____ was dismissed.

After investigating the allegations in your Formal Complaint, the Cooperative determined that

LIST HERE ONE OR MORE GROUNDS 1-3 (Mandatory Dismissal Reasons):

1. The conduct alleged in the Formal Complaint would not constitute sexual harassment as defined by federal law and Cooperative policy even if proved;
2. The conduct alleged did not occur in the Cooperative's education program or activity;
3. The conduct alleged did not occur against a person in the United States;

LIST HERE ONE OR MORE GROUNDS 4-6 (Permissive reasons for dismissal):

4. You, the Complainant, notified the Title IX Coordinator in writing that you would like to withdraw the Formal Complaint or allegations therein;
5. The Respondent is no longer enrolled or employed by the Cooperative; or
6. Specific circumstances, including _____, prevent the Cooperative from gathering evidence sufficient to reach a determination as to the Formal Complaint or allegations therein.

[Please note, reasons 1 through 3 are mandatory grounds for dismissal. Reasons 4 through 6 are permissive grounds for dismissal.]

Pursuant to Cooperative policy, you have the right to appeal the dismissal of your Formal Complaint on any of the following grounds:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time that could affect the outcome; and
- The Title IX Coordinator, Investigator, or Decision-Maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that affected the outcome of this matter.

The request to appeal must be made in writing to the Title IX Coordinator within ten (10) calendar days after the date of the Written Determination. The appeal Decision-Maker must not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual

Complainant or Respondent and cannot be the Title IX Coordinator, the Investigator, or the Decision-Maker from the original Written Determination. The Notice of Appeal must include each of the following:

- The name of the party or parties making the appeal.
- The Written Determination, dismissal, or portion thereof being appealed.
- A concise statement of the specific grounds upon which the appeal is based.

The appeal Decision-Maker must notify the other party in writing when an appeal is filed and give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging, the outcome. After reviewing the evidence, the appeal Decision-Maker must issue a written decision describing the result of the appeal and the rationale for the result. The Written Determination must be provided to both parties simultaneously, and generally will be provided within ten (10) calendar days from the date the appeal is filed.

The failure to timely submit a Notice of Appeal will be deemed a waiver of your right to appeal under Cooperative policy or Title IX.

Sincerely,

COOPERATIVE LETTERHEAD

[Date]

[RESPONDENT'S NAME AND ADDRESS]

Re: *Dismissal of Formal Complaint of Sexual Harassment*

Dear [Name]:

This letter will serve to inform you that the Formal Complaint of sexual harassment that was filed against you by Complainant _____ was dismissed.

After investigating the allegations in the Formal Complaint, the Cooperative determined that

LIST HERE ONE OR MORE GROUNDS 1-3 (Mandatory Dismissal Reasons):

1. The conduct alleged in the Formal Complaint would not constitute sexual harassment as defined by federal law and Cooperative policy even if proved;
2. The conduct alleged did not occur in the Cooperative's education program or activity;
3. The conduct alleged did not occur against a person in the United States;

LIST HERE ONE OR MORE GROUNDS 4-6 (Permissive reasons for dismissal):

4. The Complainant, notified the Title IX Coordinator in writing that the Complainant would like to withdraw the Formal Complaint or allegations therein;
5. The Respondent is no longer enrolled or employed by the Cooperative; or
6. Specific circumstances, including _____, prevent the Cooperative from gathering evidence sufficient to reach a determination as to the Formal Complaint or allegations therein.

[Please note, reasons 1 through 3 are mandatory grounds for dismissal. Reasons 4 through 6 are permissive grounds for dismissal.]

Pursuant to Cooperative policy, the Complainant may exercise the right to appeal the dismissal of the Formal Complaint on any of the following grounds:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time that could affect the outcome; and
- The Title IX Coordinator, Investigator, or Decision-Maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that affected the outcome of this matter.

Please review the Cooperative's Sexual Harassment Policy and Sexual Harassment Procedures for more information on the appeal process.

Sincerely,

**Sexual Harassment Written Determination
By Appeal Decision-Maker**

This document summarizes the Appeal Decision-Maker’s determination regarding the below-referenced Formal Complaint of sexual harassment. This Written Determination was reached based upon review of the Investigative Report using the preponderance of the evidence standard.

Date Grievance Procedure Initiated: _____

Date Investigation Completed: _____

Date Decision-Maker Written Determination Issued: _____

Allegations Investigated

Instructions for this Section: Describe in detail the allegation(s) that served as a basis for opening the investigation—as set forth in the Investigation Report. Conclude with a summary sentence on whether a determination that these allegations, if true, would constitute sexual harassment as defined by federal law and Cooperative policy.

Procedural History

Instructions for this Section: Describe the procedural steps taken from the receipt of the Formal Complaint through the conclusion of the investigation, including any notifications to the parties, site visits, dates and times of interviews with the parties, and any methods used to gather other evidence.

Basis of Appeal

Instructions for this Section: List the reason(s) for which the appeal is based:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time that could affect the outcome; and
3. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent that affected the outcome.

Findings of Fact

Instructions for this Section: Based upon the Investigation Report, include the Findings of Fact supporting the determination based upon a preponderance of the evidence.

Factual Conclusions.

Instructions for this Section: Draw conclusions regarding the application of any Cooperative policies and/or code of conduct rules to the facts. Address each allegation and a resolution of the Formal Complaint including a determination regarding responsibility, the rationale therefor, any recommended disciplinary sanction(s) imposed on the Respondent, and whether remedies designed to restore or preserve access to the educational program or activity will be provided by

the Cooperative to the Complainant.

Remedies

Instructions for this Section: Describe whether remedies designed to restore or preserve equal access to the Cooperative’s education program or activity will be provided by the Cooperative to the Complainant.

Appeal Decision-Maker

Date

NOTE: It shall be a violation of this policy for any student to be subjected to, or to subject another person to, sexual harassment. Following the completion of the Cooperative’s grievance process, any student who is found by the evidence to more likely than not have engaged in sexual harassment will be subject to disciplinary action up to, and including, expulsion. No disciplinary sanction or other action that is not a supportive measure may be taken against a respondent until the conclusion of the grievance process.

Students who knowingly fabricate allegations of sexual harassment or purposely provide inaccurate facts shall be subject to disciplinary action up to and including expulsion. A determination that the allegations do not rise to the level of sexual harassment alone is not sufficient to conclude that any party made a false allegation or materially false statement in bad faith.

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) 180 Days

BA	BA+15	MA	MA+15
\$52,750	\$53,150	\$55,150	\$55,550

**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.

Additionally, the Board of Directors also reserve the right to adjust current employee salaries with the same job position/description accordingly in regards to years of experience and education level.

Adopted May 14, 2013
Amended May 14, 2019
Amended May 12, 2020
Amended May 11, 2021
Amended May 10, 2022
Amended May 9, 2023

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.

COMPENSATION FOR SUPERVISION

The Cooperative shall compensate assigned licensed speech-language pathologists (SLP) for the supervision of an assigned speech-language pathology assistant (SLPA). The rate of compensation for SLPA supervision during allowable/required student evaluation activities and IEP participation shall be one thousand dollars (\$1,000.00) per fiscal year based on full time supervision. The compensation will be split proportionately if there is more than one SLP supervising a SLPA. If the supervision is provided by the Speech-Language and Hearing Program Coordinator as part of their administrative job description, there will be no additional compensation. The reimbursement shall be paid in the month of June.

Adopted May 9, 2017
Amended May 14, 2019

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 seventeen dollars and twenty cents (\$17.20) per hour.
- 2) A certified teacher working as a Para-professional shall be compensated at a rate of eighteen dollars and twenty cents (\$18.20) per hour.

Amended May 15, 2018
Amended May 14, 2019
Amended May 12, 2020
Amended May 11, 2021
Amended May 10, 2022
Amended May 9, 2023

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-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.
- 2) Mileage reimbursement for use of own vehicles in conducting Cooperative business will be fifty-six (\$.56) cents per mile.

Amended May 10, 2022
Amended May 9, 2023

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.

**SPEECH-LANGUAGE PATHOLOGISTS, SPEECH-LANGUAGE PATHOLOGY ASSISTANTS,
AND EARLY CHILDHOOD SPECIAL EDUCATION
TEACHERS EXTENDED SCHOOL YEAR (ESY) STAFFING POLICY**

- 1) All Speech-Language Pathologists (SLPs), Speech-Language Pathology Assistants (SLPAs) 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, SLPAs, and ECSE teachers may volunteer to provide ESY services in any school district in the Cooperative, as needed.
- 3) In the event an SLP, SLPA, 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 sixty dollars per hour for direct service time (\$60) and twenty dollars per session (\$20) for indirect service time. Preschool sessions may range from 1 hour to 3 hours depending on the number, needs, and severity of students. 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 preschool 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 fifteen dollars (\$15.00) per unit for each therapy session (1 unit = 15 minutes) and twenty dollars (\$20.00) per day per school 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 Pathology Assistants providing individual/group direct therapy will be compensated at their hourly rate (salary/contract days/8 hours) plus four (\$4.00) per hour. They will be compensated at that same hourly rate for indirect service time, round trip driving time from their home to the school or service setting and for meeting attendance at that same hourly rate.
 - d. Speech-Language Pathologists, Speech-Language Pathology Assistants, and Early Childhood Special Education Teachers 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 service provider has removed the child from scheduled ESY 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 instruction/therapy, and twenty dollars (\$20.00) per home visit for 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 fifteen dollars (\$15.00) 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 fifteen dollars (\$15.00) 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 thirty dollars (\$30) 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
Amended December 12, 2017 (to include SLPA)
Amended May 15, 2018

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 parties further agree that 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, one percent (1%) of contract amount as liquidated damages; or
- 2) If such termination occurs from June 1 to June 30, five and seventy-five hundredths percent (5.75%) as liquidated damages; or
- 3) If such termination occurs from July 1 to July 31, six and seventy-five hundredths percent (6.75%) as liquidated damages; or
- 4) If such termination occurs from August 1 to the End of the Current School Calendar, eight percent (8.00%) of contract amount 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
Amended May 11, 2021
Amended May 10, 2022

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 eighty (180) 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 eighty (180) 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
Amended May 10, 2016

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 the state rate for mileage reimbursement, plus an additional five (\$.05) cents per mile.

Adopted May 13, 2014
Amended May 10, 2022
Amended May 9, 2023

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 fifty-six (\$.56) 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: DISCONTINUED

Our group health plan provider has discontinued health coverage for retirees. Accordingly, effective June 30, 2016 retiree health coverage is no longer an option under the Cooperative's group health plan.

Amended May 10, 2016

SICK LEAVE

Sick Leave is absence from work due to illness or injuries, whether by the employee or a member of the employee's immediate family, or due to a death in the family (see Bereavement Policy). "Immediate Family" shall include the employee's spouse, children, parents, grandparents, siblings, mother-in-law, father-in-law and other relatives living in the same household.

- 1) All eligible employees of the Cornbelt Educational Cooperative may earn and accumulate Sick Leave up to a maximum of sixty-five (65) days.
- 2) Each eligible employee will be granted ten (10) days of Sick Leave (prorated for part-time) per contract year.
- 3) Absence from work because of sickness or injury shall be deducted from the accumulated Sick Leave regardless of whether or not a substitute is hired.
- 4) Sick Leave may be used in quarter, half or whole day increments. Absences for illness or injury in excess of the employee's current Sick Leave shall result in a deduction from the employee's pay at the daily rate.
- 5) Any eligible employee who shall exceed his/her earned or accumulated days of Sick Leave for a verified illness or injury 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 an eligible employee is claiming Sick Leave of more than five (5) consecutive school days, he/she must provide the Director a written statement from the employee's health care provider documenting the employee's illness or injury and to verify Sick Leave beyond the limits stated (see FMLA policy about sick time and FMLA running concurrently).
- 7) Should an employee be absent frequently during a school year, and said absences are not subject to FMLA leave, and if such a pattern of absences continues, or is reasonably expected to continue, the Director may temporarily reassign the employee. If the employee's absences are not subject to the FMLA, or are in excess of what is protected under the FMLA, excessive absenteeism, to the extent that the employee is not carrying out his/her assigned duties (per discretion of the Director), may result in termination.
- 8) All Cornbelt Cooperative employees having accrued sixty-five (65) days of Sick Leave are eligible for a reimbursement of one-hundred dollars (\$100.00) per day for each unused Sick Leave day 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.

Amended May 10, 2016
Amended May 15, 2018
Amended May 12, 2020

SICK LEAVE BANK

1. Each full-time Cooperative employee eligible for sick leave benefits may voluntarily elect to participate in the Cooperative's Sick Leave Bank established by this policy. The purpose of the Sick Leave Bank is to assist employees who have exhausted all of their accumulated sick leave through extended absence due to a catastrophic illness or injury. Participants may use the Sick Leave Bank for his/her own catastrophic illness or injury, or that of a spouse or child.

A catastrophic illness or injury is an acute prolonged illness or injury that is considered life-threatening or with the threat of serious residual disability which results in the employee's inability to work. Examples of a catastrophic illness or injury include, but are not limited to, the following:

- Serious, debilitating illness, impairment, or physical/mental condition that involves treatment in connection with an overnight stay in a hospital, hospice, or residential medical facility; or
 - High intensity/high frequency of treatment encounters necessary for a chronic or long-term condition that is so serious that, if not treated, would likely result in an extended period of incapacity or death; or
 - Terminal illness, such as cancer, etc.
2. An employee's election to donate to the Sick Leave Bank must be indicated no later than September 15 for each school year if the Sick Leave Bank falls below the minimum number of days (which is set at 20), or within fifteen (15) days of initial hiring, on a written form provided by the Business Manager. Each such election is valid only if the electing employee contributes at least one (1) day of the employee's unused sick leave entitlement to the Sick Leave Bank. Upon such election, the employee shall be eligible to participate in the Sick Leave Bank without further contribution except as required in Item 8 below. If an employee elects not to participate within the time limits specified, the employee is ineligible until the beginning of the next school fiscal year.

When contributions to the Sick Leave Bank have accumulated to a total of forty (40) or more days, no more days will be added until the plan is depleted to twenty (20) days, except for new participants.

An employee's election to donate to the Sick Leave Bank is irrevocable and the employee shall not be monetarily (or in any other manner) reimbursed for days donated to the Sick Leave Bank either during or after employment with the Cooperative.

3. The Sick Leave Bank will be administered by a committee consisting of the following members: (a) the Director; (b) the previous year's lead negotiator (or the previous year's assistant lead negotiator if the previous year's lead negotiator has a conflict of interest); and (c) the Director's designee. Record keeping will be done by the Cooperative's Business Manager, and the committee shall have the right to periodically examine the records during normal business hours. The committee shall meet to consider the request and inform the applicant and Business Manager of its decision in writing within five (5) business days of receiving the applicant's written request. *There is no appeal procedure as the decision of the committee is final.*
4. Each participant who has exhausted all of their personal Sick Leave (current and accumulated) may petition the committee for Sick Leave Bank assistance.

5. All Sick Leave Bank applications must be accompanied by a health care provider's statement which includes the beginning date of the condition and a description of the illness or injury. All applications must indicate the number of Sick Leave Bank days being requested (maximum of 10).
6. The maximum number of Sick Leave days which the committee may provide to a participant is ten (10) days during the Cooperative's fiscal year. However, if the employee has used any of their individual Sick Leave days for Emergency Leave, Bereavement Leave or individuals other than themselves, their spouse, or their children during the current school year, the total of these days will be reduced from the maximum days allowed.
7. Days in the Sick Leave Bank shall be withdrawn on a first-come, first-served basis. If the total days in the Sick Leave Bank are exhausted in any year, employees may contribute up to one (1) additional unused Sick Leave day with approval by the Director by completing a written form provided by the Business Manager. Unused days in the Sick Leave Bank shall be carried over to the next fiscal year.
8. Each participant who has received assistance from the Sick Leave Bank must re-establish participation by following the procedure described in Item 2 of this policy.
9. The Sick Leave Bank may not be used for Extended School Year (ESY) services.
10. Sick Leave Bank usage is not available to an employee who:
 - (a) Is currently receiving Cooperative sick or personal/vacation leave payments; or
 - (b) Is currently receiving long-term disability payments; or
 - (c) Is currently receiving State of South Dakota retirement system payments; or
 - (d) Is currently receiving Social Security disability payments; or
 - (e) Is currently receiving workers' compensation disability payments.
11. Elective surgery does not qualify as a catastrophic illness or injury. If complications arise resulting in a serious health condition, the situation may qualify as a catastrophic illness or injury.
12. Most leave associated with pregnancy is not covered by the Sick Leave Bank. If complications arise resulting in a serious health condition for the mother or child, the situation may qualify as a catastrophic illness or injury.
13. Sick Leave Bank hours terminate:
 - When the employee separates from the Cooperative; or
 - Upon the death of the employee; or
 - When the health care provider releases the employee to return to work; or
 - When the maximum Sick Leave Bank benefit has been exhausted.
14. At the end of each fiscal year, the committee shall annually make a written report to the Business Manager regarding the operation of the Sick Leave Bank during the preceding fiscal year.

Adopted May 12, 2020

Amended May 9, 2023

**Cornbelt Educational Cooperative
Sick Leave Bank Election**

Employee Name: _____

Current Cooperative Assignment: _____

I, _____ authorize the Cornbelt Educational Cooperative
to deduct _____ sick days for the _____ school year.

Dated this _____ day of _____, 20____.

Employee Signature:

Cornbelt Educational Cooperative

**Cornbelt Educational Cooperative
Sick Leave Bank Usage Request Form**

INSTRUCTIONS: Send completed information to the Cooperative's Director.

Include: Usage Request Form and Physician's Statement Form.

Name _____

Address _____

Home Phone _____

E-mail _____

Days/Dates Requested _____

Comments:

Signature _____

Date _____

For Director's use after Sick Bank Committee determination.

____ Approved _____ Disapproved

If approved, total number of Sick Bank days approved: _____.

Comments:

Director's Signature: _____

Date: _____

PARAPROFESSIONAL SICK LEAVE

Sick Leave is absence from work due to illness or injuries, whether by the employee or a member of the employee's immediate family, or due to a death in the family (see Bereavement Policy). "Immediate Family" shall include the employee's spouse, children, parents, grandparents, siblings, mother-in-law, father-in-law and other relatives living in the same household.

- 1) All regular full-time paraprofessionals may earn and accrue sick leave up to a maximum of thirty-six hours (36) or four and one half (4.5) days per academic year. Regular part-time paraprofessionals may earn and accrue sick leave in a prorated amount using the full-time equivalent (FTE). Sick leave may be accrued to a maximum of thirty-six (36) hours.
- 2) For bookkeeping purposes, a paraprofessional employee shall be given credit for sick leave at the beginning of the school year based on the full-time equivalent (FTE) at the beginning of the academic year.
- 3) Absence from work because of sickness or injury shall be deducted from the accumulated Sick Leave regardless of whether or not a substitute is hired.
- 4) Sick Leave may be used in one-hour increments. Absences for illness or injury in excess of the employee's current Sick Leave shall result no pay for the scheduled days' work
- 5) A paraprofessional may use the equivalent of one Sick Day per academic year to use as a Personal Day upon Director approval.
- 6) If a paraprofessional's school district is closed due to weather or other unforeseen reasons the paraprofessional may use the equivalent of one sick day to cover the school closed day.
- 7) Any eligible employee who shall exceed his/her earned or accumulated days of Sick Leave for a verified illness or injury 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 requirements.
- 8) If an eligible employee is claiming Sick Leave of more than five (5) consecutive scheduled days, he/she must provide the Director a written statement from the employee's health care provider documenting the employee's illness or injury and to verify Sick Leave beyond the limits stated (see FMLA policy about sick time and FMLA running concurrently).
- 9) Should an employee be absent frequently during a school year, and said absences are not subject to FMLA leave, and if such a pattern of absences continues, or is reasonably expected to continue, the Director may temporarily reassign the employee. If the employee's absences are not subject to the FMLA, or are in excess of what is protected under the FMLA, excessive absenteeism, to the extent that the employee is not carrying out his/her assigned duties (per discretion of the Director), may result in termination.
- 10) Paraprofessional employees having accrued hours of Sick Leave at the end of the academic year are eligible for a reimbursement of one-half (1/2) of their hourly rate for each unused Sick Leave hour. The maximum number of hours eligible for reimbursement is thirty-six (36) hours 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.

EMERGENCY LEAVE

Upon approval of the Director, staff will be allowed to deduct up to (1) full day each school year from sick leave for emergency situations. This leave will be allowed for unforeseen circumstances such as blizzard, tornado, fire, flood, or other personal emergency.

Adopted May 9, 2023

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 two-hundred dollars (\$200.00) per day for each day of unused personal leave up to three (3) days. The reimbursement shall be paid in the month of June upon request.
- 3) Full-time employees shall have the option to carry over one (1) personal day to the following school year. At no time can personal days exceed four (4) days. For part-time employees they may carry over one (1) day beyond their yearly allotment.

Amended: May 12, 2020
Amended May 9, 2023

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 1/180th (or the number of work days specified in the employee's contract/work agreement) of the employee's annual salary.

Adopted April 15, 1993
Amended May 10, 2016

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 seven-hundred dollars (\$700.00).
- Employees submitting their written resignation between January 1 and January 31 will receive a payment of five-hundred dollars (\$500.00).
- Employees submitting their written resignation between February 1 and February 29 will receive a payment of four-hundred dollars (\$400.00).
- Employees submitting their written resignation between March 1 and March 15 will receive a payment of three-hundred dollars (\$300.00).
- 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
Amended August 28, 2017
Amended May 11, 2021

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) Early retirement benefits will not be paid to any employee who had retired prior to the 1992-1993 school year.
- 6) 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.
- 7) 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 prorated share of the four percent (4%) maximum allocation.
- 8) **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 eighty (180) days per school year.

Adopted April 15, 1993
Amended May 10, 2016

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 _____

Address _____
Last First Middle
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.

~~_____ Under conditions of the Board Policy for early retirement, I hereby request continued (initials) 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. DISCONTINUED. Our group health plan provider has discontinued health coverage for retirees. Accordingly, effective June 30, 2016 retiree health coverage is no longer an option under the Cooperative's group health plan.~~

_____ I do not wish to continue participation in the Group Insurance Plan upon employee (initials) 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.

PRIMARY BENEFICIARY(IES) WILL SHARE EQUALLY IF MORE THAN ONE IS LISTED

Name Relationship

Address City State Zip

Name Relationship

Address City State Zip

Name Relationship

Address City State Zip

CONTINGENT BENEFICIARY (IES)
(Benefit will be paid to this Beneficiary or Beneficiaries if no Primary Beneficiary survives)

Name Relationship

Address City State Zip

Name Relationship

Address City State Zip

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.

REQUEST FOR RECONSIDERATION OF TESTING, CURRICULUM, OR INSTRUCTIONAL MATERIALS

_____ (_____) _____
Name of Complainant Address Phone Number

Please complete the following information and respond to the questions. Attach additional pages, if necessary.

Author _____

Title _____

Where was this material used?

_____ School Cooperative Employee Grade Level _____

1. To what in the material do you object? Please be specific.

2. Did you read, view, or listen to the entire material?_____ If not, what parts didn't you?

3. What value is there in this material?

4. What do you feel might be the result of using this material?

5. Are you aware of any judgment of this material by professional critics?

6. What do you believe is the theme or purpose of this work?

7. Are you aware of the teacher's purpose in using this material?

8. What would you prefer the Cooperative do about this material?

9. What work of equal value would you recommend in place of this material?

10. Additional comments.

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.

**SCHOOL BOARD MEMBER AND ADMINISTRATOR
CONFLICT OF INTEREST DISCLOSURE AND AUTHORIZATION**

“3-23-6. No board member, business manager, chief financial officer, superintendent, chief executive officer, or other person with the authority to enter into a contract or spend money in an amount greater than five thousand dollars of a local service agency, school district, cooperative education service unit, education service agency, nonprofit education service agency, or jointly governed education service entity that receives money from or through the state may have an interest in a contract nor receive a direct benefit from a contract in amount greater than five thousand dollars or multiple contracts in an amount greater than five thousand dollars with the same party within a twelve-month period to which the local service agency, school district, cooperative education service unit, or education service agency is a party except as provided in § 3-23-8.”

I. DEFINITIONS:

- a. “School Official” refers to a Cooperative Board Member, Business Manager, Director, or other person with the authority to enter into a contract or spend money in an amount greater than five thousand (\$5,000) dollars.
- b. “Interest in a contract” is when (1) a Cooperative Official, the spouse of a Cooperative Official or any other person with whom the Cooperative Official lives and commingles assets, is employed by a party to any contract with the Cooperative; or (2) the Cooperative Official, the spouse of a Cooperative Official, or any other person with whom the Cooperative Official lives and commingles assets, receives more than nominal compensation or reimbursement for actual expenses for serving on the Board of Directors of an entity that derives income or commission directly from the contract or acquires property under the contract.
- c. “Direct benefit from a contract” is when a Cooperative Official, the spouse of a Cooperative Official or any other person with whom the Cooperative Official lives and commingles assets (1) is a party to or intended beneficiary of the contract between the Cooperative and a third party, or (2) has more than a five (5%) percent ownership interest in an entity that is a party to the Cooperative contract, or (3) acquires property under the contract with the Cooperative, or (4) receives compensation, commission, promotion, or other monetary benefit directly attributable to any contract.

II. PROHIBITION:

This policy prohibits Cooperative Board Members, Business Manager, Director, and any other person who has the authority to enter into a contract or spend money on behalf of the Cooperative from having an interest in a contract or receiving a direct benefit from one or more contracts between the Cooperative and a third party, if the total contract amount is more than five thousand (\$5,000) dollars within a twelve (12) month period, unless the Cooperative Official discloses to the Cooperative Board his or her interest in the contract, or in the case of a direct benefit from the contract, discloses the direct benefit and receives Cooperative Board authorization to receive the benefit.

III. EXCEPTIONS:

If any of the following apply, the Cooperative Official does not have an interest in the contract and does not derive a direct benefit from a contract, and disclosure (and authorization, if a direct benefit) is not required:

1. When the person’s relationship to the contract is based solely on the value associated with the person’s publicly-traded investments or holdings, or the investments or holdings of any other person with whom the Board Member, Business Manager, Director lives or commingles assets;

2. When the person's relationship to the contract is due to participating in a vote or a decision in which the person's only interest arises from an act of general application;
3. When the person's relationship to the contract is due to the person receiving income as an employee or independent contractor of a party with whom the local service agency, school district, cooperative education service unit, or education service agency has a contract, unless the person receives compensation or a promotion directly attributable to the contract, or unless the person is employed by the party as a Board Member, Executive Officer, or other person working for the party in an area related to the contract;
4. When the contract is for the sale of goods or services, or for maintenance or repair services, in the regular course of business at a price at or below a price offered to all customers;
5. When the contract is subject to a public bidding process;
6. When the contract is with the official depository as set forth in SDCL 6-1-3;
7. When the person only receives income or compensation, a per diem authorized by law or reimbursement for actual expenses incurred; or
8. When the contract or multiple contracts with the same party within a twelve (12) month period with whom the Cooperative contracts in an amount less than five thousand (\$5,000) dollars.

IV. DISCLOSURE:

A *Cooperative Official* who has an interest in a contract or who receives a direct benefit from a contract must disclose to the Cooperative Board the existence of a contract in which the person has an interest or receives a direct benefit.

1. The disclosure must include the following:
 - i. All parties to the contract,
 - ii. The person's role in the contract,
 - iii. The purpose or objective of the contract,
 - iv. The consideration or benefit conferred or agreed to be conferred upon each party, and
 - v. The duration of the contract;
2. The disclosure must be in writing;
3. To the extent circumstances allow, disclosure must be given prior to entering into any contract that requires disclosure, and if circumstances do not permit disclosure prior to entering into the contract then within forty-five (45) days after entering into the contract, and if the contract extends into consecutive fiscal years, disclosure shall also be made at the annual reorganization meeting.
4. The Cooperative Board will have a regular agenda item at the beginning of the Cooperative Board meeting agenda at which time the Cooperative Board will address conflict of interest disclosures.
5. Conflict of interest disclosures must be submitted to the President of the Cooperative Board, the Director or the Business Manager, at least five (5) calendar days before the scheduled meeting in order to be included in the posted meeting agenda for the next Cooperative Board meeting. Conflict of interest disclosures submitted to the President of the Cooperative Board, the Director or the Business Manager after the proposed agenda has been posted may be deferred until the following Cooperative Board meeting.

V. BOARD ACTION UPON DISCLOSURE:

1. Interest in the contract:
 - a. The Cooperative Board is not required to authorize a Cooperative Official's interest in a contract;
 - b. The interest disclosure must be included in the official minutes of the Cooperative Board (the official minutes are not required to be sent to the Auditor General and Attorney General).
2. Direct benefit from a contract:
 - a. The Cooperative Board shall review the disclosure and decide if the terms of the contract are fair and reasonable, and if the contract is contrary to the public interest.
 - i. If the Cooperative Board determines the contract terms from which a direct benefit is derived are fair and reasonable, and that the contract is not contrary to the public interest, the Cooperative Board shall vote to authorize the Cooperative Official to derive a direct benefit from the contract.
 - ii. After the Cooperative Board authorizes a Cooperative Official to derive a direct benefit from a contract, no further disclosure or authorization related to the contract is required unless the contract extends into consecutive fiscal years. If the contract extends into consecutive fiscal years, disclosure must be made at the annual reorganization meeting but no new authorization is required.
 - b. If the Cooperative Board determines the contract terms from which a direct benefit is derived are not fair and reasonable, or is contrary to the public interest, the Cooperative Board shall vote to not authorize the Cooperative Official to derive a direct benefit from the contract. If the Cooperative Board votes to not authorize a direct benefit, the contract is voidable and subject to disgorgement (i.e., the act of giving up on demand or by legal compulsion something that was obtained by illegal or unethical acts) or the person may resign from the Cooperative.
 - c. The disclosure and Cooperative Board action is public record.
 - d. The official minutes of the Cooperative Board shall include the Cooperative Board action on each disclosure and request for authorization to derive a direct benefit from a contract. A copy of the official Cooperative Board minutes shall be sent to the Auditor General and Attorney General within thirty (30) days of board approval of the minutes.
 - e. No Cooperative Board Member may participate in or vote upon a relating to a matter in which the Cooperative Board Member derives a direct benefit.

VI. MISCELLANEOUS:

1. Consequences for knowingly violating the conflict of interest laws set forth in SDCL Ch.3-23:
 - a. It is a criminal violation for a *Cooperative Official* to knowingly violate the conflict of interest law.
 - b. A *Cooperative Official* who knowingly violated the conflict of interest law will be removed from office or employment and is disqualified from holding any public office, elective or appointive.

- c. Any benefit which a *Cooperative Official* derived from the person's knowing violation of the conflict of interest law is subject to forfeiture.
 - d. Any contract made in violation of this policy may be voided by the Cooperative Board.
2. The Cooperative attorney represents the Cooperative and the board and may answer questions about the law that address conflict of interest. As the Cooperative attorney does not represent Cooperative Officials in their individual capacity, Cooperative Officials should consult with their own private attorney related to questions they may have regarding how this policy applies to their individual interests and contracts.

Adopted August 15, 2017

Cornbelt Educational Cooperative

CONFLICT OF INTEREST DISCLOSURE

Date: _____

Name of the Cooperative Official submitting the conflict of interest disclosure: _____

The disclosure is for the purpose of notifying the Board of Directors:

_____ an interest in a contract

_____ a direct benefit from a contract:

Identify the following:

(1) all parties to the contract

(2) the person's role in the contract

(3) the purpose(s)/objective(s) of the contract

(4) the consideration or benefit conferred or agreed to be conferred upon each party

(5) the length of time of the contract

(6) any other relevant information

If the disclosure relates to the Cooperative Official deriving a direct benefit from a contract, explain how the terms of the contract are fair, reasonable, and not contrary to the public interest such that authorization should be granted by the Cooperative Board.

Signature of Cooperative Official: _____

Upon Cooperative Board approval of the official minutes of the meeting when the Cooperative Board acted upon the above conflict of interest disclosure, a copy of the official minutes will be emailed to the Auditor General and mailed to the Attorney General

THIS IS A PUBLIC DOCUMENT

COOPERATIVE BOARD ACTION ON CONFLICT OF INTEREST DISCLOSURE OF A DIRECT BENEFIT

Conflict of interest disclosure of a direct benefit, dated _____, was received from

_____.

The disclosure was considered by the **Cornbelt Educational Cooperative Board** during a meeting held on

_____.

_____ The request for authorization was denied because the terms of the contract were determined to not be fair and reasonable, and/or were contrary to the public interest.

_____ The direct benefit from the contract was authorized because the terms of the contract are fair and reasonable, and not contrary to the public interest.

_____ The direct benefit was authorized because the terms of the contract are fair and reasonable, and not contrary to the public interest such that a waiver should be granted, subject to the following conditions:

Signature of Board President/Chairperson: _____

Printed Name: _____

Date: _____

Upon Cooperative Board approval of the official minutes of the meeting when the Cooperative Board acted upon the above conflict of interest disclosure, a copy of the official minutes will be emailed to the Auditor General and mailed to the Attorney General

THIS IS A PUBLIC DOCUMENT

STAFF CONFLICT OF INTEREST

The Cooperative expects that employees will perform their duties conscientiously, honestly, and in accordance with the best interest of the Cooperative, its students, parents and patrons. Employees of the Cooperative will not engage, directly or indirectly, in any activity that conflicts (or raises a reasonable question of conflict) with their duties and responsibilities performed for the Cooperative.

Employees must not use their position or the knowledge gained as a result of their position for private or personal advantage. Employees will not engage in work of any type where information concerning customer, client, or employer originates from any information available to them through Cooperative sources.

Employees will not sell textbooks, instructional supplies, equipment, reference books, or any other educationally related products to the Cooperative, member districts of the Cooperative or students or parents of students served through the Cooperative.

Assets of the Cooperative are for Cooperative purposes only and not for personal benefit. This includes the personal use of Cooperative assets, such as materials, software, computers, and other equipment. Employment outside of the Cooperative must not create distractions or require time while on Cooperative contract time.

Employees must disclose actual or potential conflicts to the Director in writing as soon as they become aware of them. Reoccurring actual or potential conflicts must be disclosed annually in writing to the Director. Contracts for outside employment involving use of the employee's professional credentials will be filed with the Director. Failure to make required disclosures or to resolve conflicts of interest satisfactorily can result in discipline up to and including termination of employment.

A conflict of interest can also arise when a Cooperative employee, or a member of the employee's immediate family, has an interest in a contract or receives a direct benefit from a contract where the Cooperative is a party to the contract. Disclosure of the potential conflict can resolve the issue while failure to disclose the potential conflict is a violation of this policy.

When employees become aware of an actual or potential conflict they must complete the approved disclosure form and submit it to the Director (and annually thereafter -by August 1st).

Steps in the approval process:

- 1) The Director will review, make findings, and determine, as an initial matter if an actual conflict as described in this policy exists, and if so, whether it can be waived.
- 2) This initial determination will be transmitted to the Advisory Board of Superintendents for review. In the event that the next board meeting is a combined Advisory Board and Board of Director's meeting, the Advisory Board step may be skipped.
- 3) Upon review by the Advisory Board, the Director's initial determination will be provided to the Board of Directors for review and final action at its next meeting.

If the initial determination is that there is no conflict or that the conflict can be waived, no further action is required by the employee. If at the administrative stage (Director or Advisory Board) of the procedure it is determined that there is a conflict that cannot be waived, the employee must desist from performing the conflicting activity until the Board of Directors has made a final determination. In such situation if no Board of Directors meeting is scheduled within (10) calendar days, a special meeting of the Board of Directors will be convened to decide the matter. The meeting can take place outside of (10) calendar days if agreed upon by both parties. The affected employee may be heard at the Board of Director's meeting. If the Board of Directors determines that the conflict cannot be waived, their decision is final. The affected employee could appeal the decision to circuit court.

Adopted March 14, 2017
Amended May 9, 2017

STAFF CONFLICT OF INTEREST DISCLOSURE

Date: _____

Name of the employee of the Cornbelt Educational Cooperative requesting the waiver:

Brief explanation of the potential conflict of interest:

Brief explanation of the essential terms of the contract(s) or transaction(s) from which a potential conflict of interest may arise, including:

- (1) all parties to the contract
- (2) the person's role in the contract or transaction
- (3) what professional credentials of the employee qualified the employee for this employment outside of the Cooperative
- (4) the purpose(s)/objective(s) of the contract
- (5) the consideration or benefit conferred or agreed to be conferred upon each party
- (6) the length of time of the contract
- (7) what, if any, Cooperative resources may be affected
- (8) any other relevant information

Brief explanation of how or why the transaction or the terms of the contract are fair, reasonable, and not contrary to the public interest such that a waiver should be granted.

Signature of Person Requesting Waiver: _____

THIS IS A PUBLIC DOCUMENT

Adopted March 14, 2017

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.
- Professional staff, in addition to any code of ethics their profession may have in place, are required to abide by the South Dakota Code of Ethics for Teachers as found in ARSD 24:08:03

Legal Reference SDCL 13-43-25

Amended March 14 2017

CRIMINAL BACKGROUND CHECKS

Definitions

Authorized Persons: Individuals determined by the Director or designee to need access to or need to view criminal history record information in their official capacity with the Cornbelt Educational Cooperative.

Criminal History Record Information (CHRI): A criminal history of an individual obtained through the South Dakota Division of Criminal Investigation (SDDCI) and/or the Federal Bureau of Investigation (FBI) using the individual's fingerprints. CHRI includes information on the arrest, detention, complaint, indictment or former criminal charge of an individual as well as the disposition of any charges. The FBI rules differ from the DCI rules regarding the disclosure of criminal history record information.

Criminal Justice Information Services (CJIS): The FBI's Criminal Justice Information Services Division, or CJIS, provides a range of state-of-the-art tools and services to law enforcement, national security and intelligence community partners, and the general public. Its purpose is to equip law enforcement, national security, and intelligence community partners with the criminal justice information needed to protect the United States and the public. The CJIS Division was established in 1992 to serve as the focal point and central repository for criminal justice information services in the FBI. It is the largest division in the FBI.

Local Agency Security Officer (LASO): Liaison with SDDCI to ensure the agency is in compliance with security procedures. The LASO shall (1) maintain a list of users who have access to CHRI, (2) identify and maintain a list of persons who are authorized to use the approved hardware, software and firmware to access CHRI and ensure no unauthorized individuals have access to this technology, (3) identify and document how the equipment is connected to the state system, (4) ensure that personnel security screening procedures are being followed, (5) ensure that approved and appropriate security measures are in place and working as expected, (6) promptly notify the MSHP of any security incidents, and (7) support any Cooperative security audits.

Noncriminal Agency Coordinator (NAC): Primary contact person for the Cooperative who serves as the liaison between the Cooperative and SD Division of Criminal Investigation, responsible for notifying SDDCI when a new employee starts or an employee leaves so SDDCI can keep CJIS Security training records current and such other duties as required.

Point of Contact (POC): Cooperative's contact person when SDDCI sends out Audit information, the contact person when an onsite Audit is scheduled.

Security Incident: An act of violating an explicit or implied security policy regarding CHRI including, but not limited to (1) attempts (either failed or successful) to gain unauthorized access to a system or its data, (2) unwanted disruption or denial of service, (3) the unauthorized use of a system for the processing or storage of data, and (4) changes to system hardware, firmware or software characteristics without the Cooperative's knowledge, instruction or consent.

Policy Statement

The Cooperative is committed to providing a safe learning and working environment. As part of this effort, and in accordance with state and federal law, regulations, and policies, the Cooperative will require each person over eighteen years of age hired by the Cooperative, who is a regularly scheduled volunteer working with students unsupervised during the school year, or is employed by an entity which provides the Cooperative direct or indirect student services shall be required to submit to a criminal background investigation, by means of fingerprint checks by the Division of Criminal Investigation and the Federal Bureau of Investigation. The Cooperative and its employees, officers and agents will only obtain CHRI when authorized by law and will only use CHRI, or the personally identifiable information first

obtained by the Cooperative in CHRI, for the purposes of determining whether a person should be employed by the Cooperative.

in accordance with law and to protect the member district's students, criminal background checks on persons who are employed in the Cooperative, who is a regularly scheduled volunteer working with students unsupervised during the school year, or are employed by an entity which provides the Cooperative direct or indirect student services shall be required. The criminal background investigation shall be done by means of fingerprint checks by the Division of Criminal Investigation. If no disqualifying record is identified at the state level, the fingerprints shall be forwarded by the Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check. The Cooperative and Cooperative employees will comply with state and federal law, rules, procedures and policies regarding the receipt, use and dissemination of criminal history record information of any individual.

Designations

1. The Director, as the Agency Representative, is responsible for signing the SD Division of Criminal Investigation (SDDCI) User Agreement on behalf of the Cooperative.
2. The Director shall be the Cooperative's Point of Contact(POC) and Noncriminal Agency Coordinator (NAC) to act as the primary contact person for the Cooperative, shall serve as the liaison between the Cooperative and SD Division of Criminal Investigation, and will fulfill all responsibilities of the POC/NAC, including but not limited to being the contact person when SDDCI sends out Audit information, shall be the contact person when an onsite Audit is scheduled, and responsible for notifying SDDCI when a new employee starts or an employee leaves so SDDCI can keep CJIS Security training records current.
3. The Director is designated to be the Local Agency Security Officer (LASO) to act as liaison with SDDCI to ensure the agency is in compliance with security procedures. The LASO shall be knowledgeable in CHRI, policies and mandated rules and regulations as well as knowledge of IT security procedures. The LASO shall actively represent the Cooperative in all matters pertaining to information security, dissemination of information security alerts and other material within the Cooperative, and responsible for contacting SDDCI if there has been misuse of CHRI.

Criminal Background Checks

1. Each person over eighteen years of age hired by the Cooperative, who is a regularly scheduled volunteer working with students unsupervised during the school year, or is employed by an entity which provides the Cooperative direct or indirect student services shall be required to submit to a criminal background investigation.
2. The Cooperative shall submit completed fingerprint cards to the Division of Criminal Investigation before the prospective new employee or volunteer enters into service.
3. If no disqualifying record is identified at the state level, the fingerprints shall be forwarded by the Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check.
4. The Cooperative shall pay any fees charged for the cost of fingerprinting or the criminal background investigation for any person whose employment with the Cooperative or status as a volunteer is subject to the requirements of this section.
5. Any person whose employment or status as a volunteer is subject to the requirements of this section may enter into service on a temporary basis pending receipt of results of the criminal background investigation. The Cooperative may, without liability, withdraw its offer of employment or terminate the temporary employment or status as a volunteer without notice if the report reveals a disqualifying record.
6. The criminal investigation required by this section with respect to a student teacher intern completing requirements for teacher certification or licensure shall be conducted by the Cooperative, and the Cooperative may rely upon the results of that investigation for employment

- of that person as an employee of the Cooperative. Results of a criminal background investigation conducted by another South Dakota public school district or cooperative of a student teacher, hired by the Cooperative, may be relied upon by the Cooperative.
7. A Cooperative employee who is employed simultaneously with another cooperative or school district is only required to obtain one criminal background investigation, if the background investigation was conducted less than five years before the person was first employed by the other cooperative or school district.
 8. No person may be employed by the Cooperative, either directly or by contract, and no person employed by a contract provider and who would have direct student responsibilities may provide direct student services, if the person has been convicted of a crime of violence (murder, manslaughter, rape, aggravated assault, riot, robbery, burglary in the first degree, arson, kidnapping, felony sexual contact, felony child abuse, or any other felony in the commission of which the perpetrator used force, or was armed with a dangerous weapon, or used any explosive or destructive device), sex crimes (including but are not limited to, rape, felony sexual contact with a minor under sixteen, sexual contact with a person incapable of consenting, possessing, manufacturing, or distributing child pornography, and sexual exploitation of a minor), or distribution or trafficking in controlled substances or distribution of marijuana.
 - a. The Cooperative may also refuse to employ a person who has been convicted of a crime involving moral turpitude. "Moral turpitude" is defined "an act done contrary to justice, honesty, principle, or good morals, as well as an act of baseness, vileness, or depravity in the private and social duties which a person owes to his fellow man or to society in general.
 - b. The Cooperative may consider any criminal conviction in making a hiring decision. The Cooperative has the sole and absolute discretion to determine whether the results of a criminal background investigation disqualify a person from employment within the Cooperative.
 - c. For purposes of this policy, the term conviction means a plea or verdict of guilty or a conviction following a plea of nolo contendere (no contest) in this state or any other state.
 9. The Cooperative's employment application form shall inform applicants that if no South Dakota statutorily disqualifying conviction is identified at the state level the fingerprints will be forwarded by the S.D. Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check.
 10. The application form shall also inform applicants that if the applicant believes the criminal background result is incorrect or incomplete in any respect and the applicant wishes changes, corrections or updating of the alleged deficiency, the applicant should make application directly to the agency which contributed the questioned information or direct the applicant's challenge as to the accuracy or completeness of any entry on the applicant's record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D-2, 1000 Custer Hollow Road, Clarksburg, WV 26306.
 11. Should an applicant be disqualified from employment due to the results of a criminal background check, the Cooperative shall inform the applicant that the criminal background check results prohibit the Cooperative from employing the person. The Cooperative will not delay the employment hiring decision solely because the applicant seeks to correct his or her FBI criminal history record information (CHRI).
 12. Before a person's conditional employment is terminated as a result of the person's CHRI, the Cooperative shall inform the person whose conditional employment is subject to termination that the criminal background report reveals a conviction which prohibits the Cooperative from employing the person, and inform the person of his or her right to appeal the accuracy or completeness of the CHRI to the SDDCI or FBI. Employees shall be afforded procedural due process consistent with their employment status (i.e., whether the person is an employee-at-will, a school-year employee, or a ten month or twelve month employee) should termination of conditional employment be a possibility following the Cooperative's receipt of the CHRI.
 13. All employees and other persons required to submit to a criminal background check pursuant to this policy must notify the Cooperative in writing if they are convicted of any offense of domestic

violence, child abuse, sex offense, drug (including marijuana) or any felony offense. This notification must be made as soon as possible, but no later than five business days after the event.

14. The Cooperative reserves the right to require any employee or volunteer to submit to additional criminal background checks at the Cooperative's expense. The Cooperative reserves the right to require any employee of an entity which provides the Cooperative direct or indirect student services to submit to additional criminal background checks which shall be at the entity's or person's expense.
15. As required by state law, SDCL 13-10-15, if, as the result of a criminal conviction the school board suspends an employee without pay, or an employee resigns, or an employee is terminated, the Director shall within ten days of the date of the suspension or the date the employment is severed report the circumstances and the name of the employee to the S.D. Department of Education.

Training

The Cooperative will ensure that all employees who have access to CHRI shall be trained by SDDCI on the rules and responsibilities for the confidentiality, receipt, use and dissemination of the CHRI.

Confidentiality

1. Before requesting CHRI on any individual, the Cooperative will give the individual written notification that his/her fingerprints will be used to obtain the CHRI of the individual, and the Cooperative will provide the individual a copy of the statement "Noncriminal Justice Applicant's Privacy Rights."
2. Information received by the Cooperative pursuant to a criminal background check is confidential. Only authorized persons within the Cooperative may access, view or use CHRI. Authorized persons may not share or otherwise disclose information contained in CHRI to unauthorized persons unless explicitly allowed for in this procedure.
3. Unless otherwise allowed by law, the Cooperative will only use this information for the Cooperative's internal purposes in determining the suitability of an applicant, employee, or other worker on Cooperative property. The Cooperative will note in an employee's or applicant's personnel file that the background check was completed and if the person was disqualified by the CHRI for employment or assignment. The Cooperative will keep the CHRI in a separate file in a location that is only accessible to persons who need to know the information to carry out their responsibilities with the Cooperative.
4. Individuals that have access to CHRI will receive CJIS security training provided by SD DCI. Once the individual has completed the CJIS online training and has taken the test each individual will receive and acknowledge in writing the receipt of the following: (1) User Rules of Behavior Acknowledgement form, (2) CHRI Disciplinary Policy, and (3) Acknowledgment Statement of Misuse. The Cooperative will keep a copy of the signed documents in each individual's personnel file.

Access and Retention

1. The Cooperative may print or electronically share records when necessary to determine whether the person is authorized to work for the Cooperative. In those situations, the physical or electronic copy will be destroyed immediately after the decision is made.
2. If the Cooperative runs a background check on employees of a contractor that does business with the Cooperative, the Cooperative will not provide the CHRI to the contractor. Instead, the Cooperative will provide a clearance letter notifying the contractor whether the employee is cleared to provide services in the Cooperative.
3. The Cooperative will not disseminate CHRI across state lines.
4. Upon request the Cooperative will provide a copy of the SDDCI CHRI to the person who is the subject of the background check. The SDDCI CHRI will only be released to the individual and not to

relatives, spouses or friends. The Cooperative will note in the dissemination log that a copy was provided to the individual.

5. FBI rules prohibit the Cooperative from providing a copy of the FBI CHRI to the person who is the subject of the criminal background check.
6. The results of the background investigation done by the Cooperative shall be transferred to another South Dakota public school district/cooperative if the other public school district/cooperative, or current Cooperative employee, submits a written request to the Cooperative that the results be transferred to the other public school district/cooperative. The Cooperative employee who was the subject of the criminal background investigation must sign a written release authorizing the transfer. The information will be sent by U.S. Mail or encrypted email.

Recordkeeping

A Secondary Dissemination Log shall be maintained in which all authorized disseminations of FBI and State DCI criminal background check results are recorded. The following shall be recorded in the Cooperative's Secondary Dissemination Log:

1. name of school district/cooperative;
2. name of person subject to the criminal background check review;
3. date of birth of person subject to the criminal background check review;
4. SD public school district/cooperative requesting FBI and DCI criminal background check results and person/title requesting on behalf of the SD public school district/cooperative;
5. written request signed by person subject to the criminal background check review for a copy of the SDDCI criminal background check results, attached to the Secondary Dissemination Log;
NOTE: FBI CHRI cannot be released to the person who is the subject of the criminal background check.
6. date of release of criminal background check results;
7. description of the record that was shared;
8. how the record was sent or received
9. person to whom criminal background check results were disseminated;
10. signature of Cooperative employee disseminating the criminal background check review pursuant to a valid request.

The Secondary Dissemination Log shall be maintained until the onsite audit is complete and the Cooperative receives from the SD Division of Criminal Investigation written notice of a successful Policy Compliance Review, unless the log is needed or required for other purposes

Security

The Cooperative will provide for the security of any CHRI received, including the appropriate administrative, technical and physical safeguards to provide for the security and confidentiality of the information. This includes, but is not limited to, the following:

1. The LASO shall maintain a list of Cooperative authorized persons who have access to CHRI.
2. In those cases when the Cooperative has physical copies of CHRI, the Cooperative will restrict access to authorized persons only. Physical copies of CHRI, if any, will be maintained in a controlled, secure environment, such as a locked cabinet in a room that is free from public or unauthorized access. The room or the locked cabinet will include an "Authorized Personnel Only" sign.
3. The Cooperative will not maintain electronic copies of CHRI.
4. CHRI will not be relocated, or transported outside a secure location unless transported in a locked container or in folders where the information is not visible to the public.

5. The Cooperative will dispose of records securely. Physical records will be cross-shredded or incinerated. If the Cooperative contracts out for record destruction, the destruction must be supervised. The Cooperative shall notify SDDCI of the entity with whom the Cooperative contracts for records destruction and must receive SDDCI approval to use the contractor for purposes of disposing of CHRI. Electronic records will be deleted and overwritten as required by the SDDCI or FBI.
6. The Cooperative will not provide auditors access to CHRI unless the auditor is authorized by the SDDCI or the FBI.

Security Incident Response Plan

All Cooperative employees will immediately report to the LASO information security incidents such as the theft or loss of physical records or the hacking or failure of electronic systems or suspicions that an incident has or will take place. The LASO will document receipt of all reports, investigate incidents and report incidents to SDDCI. LASO documentation will include (1) date of security incident, (2) location of security incident, (3) systems affected, (4) method of detection, (5) nature of security incident, (6) description of security incident, (7) actions taken/resolution, (8) current date, and (9) contact information for LASO.

Consequences

Employees who fail to keep background check results confidential or fail to follow this policy or any laws or rules regarding the access, receipt, use or dissemination of CHRI as required by law will be subject to disciplinary action up to and including termination. Unauthorized requests, receipts, release, interception, dissemination or discussion of CHRI may also result in criminal prosecution.

Policy References: Legal references indicate the basis or authority for the board to enact this policy, and policy cross-references identify additional policies related to the subject matter of the above policy.

State Reference	Description
SD Division of Criminal Investigation	<u>Guide for Noncriminal Justice Agency</u>
SD Division of Criminal Investigation	<u>Non-Criminal Justice Agency User Agreement</u>
SDCL 13-10-12	<u>Criminal background investigation</u>
SDCL 13-10-13	<u>Criminal conviction as factor in hiring decision</u>
SDCL 13-10-14	<u>Persons continuously employed exempt</u>
SDCL 13-10-15	<u>Suspension or resignation for criminal conviction</u>
SDCL 13-10-16	<u>"Conviction" defined</u>
SDCL 22-1-2 (25)	<u>"Moral turpitude" defined</u>
SDCL 22-1-2(9)	<u>"Crime of violence" defined</u>
SDCL 22-24B-1	<u>"Sex crimes" defined</u>
Federal Reference	Description
CFR Title 28 §16.34	<u>Procedure to obtain, change, correction or updating identification record</u>
CFR Title 28 §50.12	<u>Exchange of FBI identification records</u>

Adopted: December 12, 2017

NONCRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

As an applicant who is the subject of a national (FBI) fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for employment), you have certain rights which are discussed below.

- You must be provided written notification(1) that your fingerprints will be used to check the criminal history records of the FBI.
- You must be provided, and acknowledge receipt of, an adequate Privacy Act Statement when you submit your fingerprints and associated personal information.
- This Privacy Act Statement should explain the authority for collecting your information and how your information will be used, retained, and shared.(2)
- If the FBI criminal background check reveals that you have a criminal history record, the officials making a determination of your suitability for the employment must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or update of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.(3)

FBI rules prohibit the Cooperative from providing you a copy of the FBI record. You may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <https://www.fbi.gov/services/cjis/identity-history-summary-checks>.

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.)

(1) Written notification includes electronic notification, but excludes oral notification.

(2) <https://www.fbi.gov/services/cjis/compact-council/privacy-act-statement>

(3) See 5 U.S.C. 552a (b); 28 U.S.C. 534(b); 42 U.S.C. 14616, Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d)

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 Advisory 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:

SETTLEMENT REQUESTED:

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:

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:

SETTLEMENT REQUESTED:

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:

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:

SETTLEMENT REQUESTED:

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:

Signature _____
President of Board of Director/Designee

Date _____

PART V – BUSINESS ACTIVITIES:

INTERNAL CONTROLS AND PROCEDURES

Segregation of Duties - When possible, more than one person will be involved in financial transactions. Every effort will be taken to ensure that no one person will be responsible for an entire financial transaction.

Mail - The Director or Administrative Secretary will pick up mail, open and distribute.

Payments - Payments will be made by check. Check signers will be approved annually by the board. Checks will have at least two signatures, with the exception of the Trust and Agency which will only require 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. The Director reviews the bills with the Business Manager prior to processing. The Director makes a point to explain any new vendors to the Board before claims are approved.

Purchase Requisitions/Orders - The Administrative Secretary will prepare Purchase Requisitions. The Business Manager will sign all Purchase Requisitions and create Purchase Orders. The Administrative Secretary will mail/fax Purchase Orders and check in items when they are delivered. The Business Manager will review and post the entries as invoices and prepare checks. The Director will approve bills and vouchers that do not require a Purchase Order. The Business Manager will enter the bills into the accounting system, post them as invoices, and prepare the checks.

Signature Cards - The Director, Business Manager, Board President, and one other board member, as determined annually, will have signature cards on file at the bank. A statement to this effect will be an agenda item at the Cooperative's Annual Meeting. Banks shall be notified immediately upon any changes to check signers.

Signature Stamp - The Board chairperson has a signature stamp. Another board member is also approved annually as a signer. That board member keeps their signature stamp in their possession and is contacted to signature stamp checks in the months that the Board of Directors does not meet.

Receipts - Receipts and deposit slips for funds received will be prepared by the Administrative Secretary and the Business Manager will take deposits to the bank. Deposits will be made by direct deposit when possible.

Financial Statements - Financial statements shall be prepared monthly by the Business Manager and approved by the Board of Directors or Advisory Board. Statements will be distributed to each Board member (of the Board meeting that month) prior to the meeting to allow ample time for them to review the documents.

Bank Statement Reconciliation - Bank statements and cancelled checks will be reviewed upon receipt by the Administrative Assistant for any large or unusual transactions (unfamiliar vendors). Bank accounts will be reconciled monthly by the Business Manager and reviewed by the Director.

Access to Checks - Physical and electronic access to Cooperative checks and accounts will be limited to those employees with designated business functions. Blank checks will be kept in a locked cabinet. When they are needed, the Administrative Secretary or Director and the Business Manager will verify the numbers and initial and date a checkout sheet. Voided checks shall be kept for review by an independent auditor.

Capital Assets - The business office will maintain an updated list of Cooperative capital assets.

Inventories - Staff members shall do a physical inventory of their equipment which will include, but is not limited to: computers, office/classroom furniture, and capital assets. This inventory will be returned to the Business Office. The Director will review. The Administrative Secretary will update the master list.

Time Sheets - Supervising staff shall sign off on all timesheets for classified staff. The Director shall review and approve all timesheets. The Business Manager shall review all timesheets prior to processing for payment, and then distribute paychecks after running payroll.

Training - Administrators will be responsible for ensuring that employees under their supervision receive training regarding fraud prevention.

Adopted March 13, 2018

FEDERAL GRANTS COMPLIANCE

The Cooperative will comply with all terms and conditions of federal grant awards. The administration will continually monitor the implementation of all programs to verify compliance. The Director will sign all assurance statements, within the scope of the grant, to this effect. The Cooperative will use the school accounting system to accurately receipt monies and track disbursement of funds related to these awards. When using federal funds to pay for staff salary and benefits, the Cooperative will follow guidelines set forth in OMB Circular A-87. This encompasses, but is not limited to, time and effort reporting. When using federal funds to purchase supplies and equipment, the Cooperative will follow all OMB guidance and all policies and procedures as given by the Department of Education. These policies include procurement procedures to include conducting price and quantity analysis for materials and supplies, as well as inventory management procedures.

Adopted: December 11, 2018

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. Demonstrate skills in human relations, leadership, and conflict management. Demonstrate ability to work effectively with community groups, parents, agencies, Cooperative School Board Members, and Superintendents. Demonstrate 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:

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 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:** Demonstrate proficiency in the use of computer and accounting software programs. Demonstrate competency with computers and use of word processing, spread sheets, and data entry. Demonstrate ability to work well with others. Cellular phone with data package.

REPORTS TO: COOPERTIVE DIRECTOR, THE BOARD OF DIRECTORS,
AND THE ADVISORY BOARD OF SUPERINTENDENTS

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

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: PSYCHOLOGIST

REQUIREMENTS:

- A.** **Education Level:** Education Specialist degree and endorsement as school psychologist: South Dakota Department of Education certification requirements for school psychologist.
- 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. Demonstrate ability to work well with others. Cellular phone with data package.

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

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
PROGRAM COORDINATOR

REQUIREMENTS:

- A.** **Education Level:** Master's degree and certification as an Early Childhood Special Education teacher or School Administrator.
- 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. Demonstrate ability to work well with others. Cellular phone with data package.

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:

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: SPEECH, LANGUAGE AND HEARING PROGRAM
COORDINATOR

REQUIREMENTS:

- A.** **Education Level:** Master's degree is desired with licensure/certification as a Speech Pathologist or School Administrator.
- 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. Demonstrate knowledge of techniques consistent with research on characteristics of effective speech therapy. Demonstrate ability to work well with others. Cellular phone with data package.

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. Demonstrate skills in human relations, leadership, and conflict management. Demonstrate competency in word processing, spreadsheets and data bases. Demonstrate ability to work well with others. Cellular phone with data package.

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:

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: 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. Demonstrate skills in human relations, leadership and conflict management. Demonstrate competency in word processing, spread sheets and data bases. Demonstrate ability to work well with others. Cellular phone with data package.

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: SPEECH-LANGUAGE PATHOLOGY ASSISTANT (SLPA)

REQUIREMENTS:

- A. Education Level:** A SLPA must hold an associate's degree in a Speech-Language Pathology Assistant program, or hold a bachelor's degree in Speech-Language Pathology or communication disorders, and must complete a minimum of (100) clock hours of supervised field work. 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. Demonstrate skills in human relations, leadership and conflict management. Demonstrate competency in word processing, spread sheets and data bases. Demonstrate ability to work well with others. Cellular phone with data package.

REPORTS TO: SUPERVISING SPEECH-LANGUAGE PATHOLOGIST AND COORDINATOR OF SPEECH SERVICES

RECEIVES GUIDANCE FROM: SUPERINTENDENTS, PRINCIPALS, COORDINATOR OF SPEECH SERVICES AND SUPERVISING SPEECH-LANGUAGE PATHOLOGIST

ESSENTIAL FUNCTIONS AND DUTIES:

- 1) Provides itinerant services on a Cooperative-wide basis as directed by the Coordinator according to student needs in the area of communication disorders.
- 2) Performs other duties as assigned by the Director or Coordinator.
- 3) Participates in school and Cooperative educational committees and meetings.
- 4) Assists in speech and hearing screening activities, evaluations, placement decisions, and development of IEP plans for eligible students.
- 5) Ability to assist in developing appropriate Individual Educational Plans (IEP) for children with Disabilities.
- 6) 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.
- 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) Ensures a learning environment that provides for the well-being, health and safety of all students.
- 12) Ability to align curriculum and instruction to the state content and extended standards.
- 13) Participates in parent conferences and communicates with parents on a routine basis, keeping them well informed about their child's progress.
- 14) Understands and practices confidentiality with regard to the requirements set forth in the Family Educational Rights and Privacy Act (FERPA).
- 15) Abides by the South Dakota rules for what is within the scope of practice for an SLPA (ARSD 20:79:04:01).
- 16) Abides by the South Dakota rules for what is outside the scope of practice for an SLPA (ARSD 20:79:04:02).
- 17) Abides by the South Dakota rules for supervision of an SLPA (ARSD 20:79:04:03).
- 18) Completes state/cooperative supervision logs.

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

Adopted May 9, 2017

JOB DESCRIPTION

CORNBELT EDUCATIONAL COOPERATIVE

JOB TITLE: ADMINISTRATIVE SECRETARY

REQUIREMENTS:

- A.** **Education Level:** Training beyond high school in an applicable area.
- 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:** Demonstrate 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 the ability to efficiently use a computer for a variety of tasks. Be self-motivated and able to finish projects in a timely manner. Maintenance of student files. Demonstrate 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.

REPORTS TO: COOPERATIVE DIRECTOR

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/ Early Childhood Coordinator, and Psychologists.
- 4) Directs routine questions about special education rules and policies for students, employees, and parents to the appropriate person.
- 5) Works closely with the school psychologists in 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 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) Maintains office cleanliness including shared spaces by vacuuming and other light cleaning duties.
- 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

XXX

B. Climatic Environment:

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C. Hazards:

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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:** Demonstrate 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. Demonstrate ability to work well with others.

REPORTS TO: COOPERTIVE DIRECTOR, THE BOARD OF DIRECTORS
AND THE ADVISORY BOARD OF SUPERINTENDENTS

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:

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C. Hazards:

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I have read and understand this job description and can fulfill the essential functions as listed.

Signature

Date

Print Name