BOARD OF EDUCATIONAL SERVICE UNIT #13 Tuesday – February 19, 2019 Location – ESU #13 Center, 4215 Avenue I, Scottsbluff, NE

Video Conference Sites:

ESU #13 Satellite Office – 1114 Toledo, Sidney, NE
Alliance Public Schools Adm. Bldg. – 1604 Sweetwater, Alliance, NE
Hay Springs High School – 407 N. Baker, Hay Springs, NE
Hemingford High School – 911 Niobrara Avenue, Hemingford, NE
Chadron State College – Miller Hall, 1000 Main Street, Chadron, NE

To Join by Zoom: https://zoom.us/j/3086313932 **To Join by DL:** 162.255.37.11##3086313932

Dinner - 6:30 PM

1. Call to Order

- Meeting is governed by the Nebraska Open Meetings Act as posted.
- The ESU #13 Board reserves the right to rearrange the order of the agenda.
- The ESU #13 Board reserves the right to convene an executive session in accordance with § 84-1410
- 2. Excuse Absent Board Member(s) (Motion Necessary for Approval)
- 3. Approval of Agenda (Motion Necessary for Approval)

Consent Action Items (Motion Necessary for Approval)

- Minutes of Regular Meeting (January)
- Treasurer's Report
- Fund Balance
- Budget Report
- Claims for Disbursement
- Approval of attendance for educational workshops, conferences, training programs, official functions, hearings, or meetings

Calendar

- February 20, 2019 Budget & Finance Workshop North Platte
- February 22, 2019 No school for students and staff. Office closed.
- February 24-25, 2019 President's Retreat Lincoln
- February 27, 2019 Administrative Advisory Council meeting-Jeff hosting from Sidney – 10:00 a.m.
- March 15, 2019 Staff In-Service and Department meetings HATC – 9:00 a.m.

• March 19, 2019 – Regular Board meeting (Video-conference sites are the same as listed on this agenda).

Public Forum:

• Time limit for each person is three (3) minutes; no response or action taken by the Board.

Reports

- 2019 Legislative Issues Conference, January 27-28, 2019 (Jones, Knapper, Millette)
- Head Start Eligibility Training (Donna Jenne)
- Head Start Director's Report and Policy Council Activity Report for January (uploaded to website)
- Audit Report (Dr. West)
- Administrator's Report (<u>Appendix A</u>)

4. Old Business:

Proposed Defibrillator (AED) Policy:

ESU #13 now has an AED and signage showing its location. We need a policy regarding the use of the device. Jerry Ostdiek has reviewed the policy below and suggests that the administrative protocol (uploaded to website) not be part of the policy, but a reference located in the policy section. This is the final reading.

The ESU #13 Board recognizes that from time to time emergencies may arise that justify the use of an Automated External Defibrillator (AED). The AED shall be used in emergency situations warranting its use.

The AED shall be maintained and tested in accordance with operation guidelines of the manufacturer and monitored by the ESU #13 nurse.

The AED will be kept on ESU #13 property and will not accompany EMS personnel to a hospital emergency room.

It shall be the responsibility of the ESU #13 Administrator to develop administrative protocol regarding this policy.

Recommendation: Final reading. Move to adopt the proposed Defibrillator (AED) Policy.

Revision of Family and Medical Leave Board Policy:

We are continuing our review of our current policy. At the January Board meeting, additional amendment regarding benefits is requested by the committee. The text (in blue) is the revision from last month and green is

the recent amendment provided by Jason Ossian, Attorney. This is the second reading with amendments.

Family and medical leaves shall be allowed under the terms and conditions of the Family and Medical Leave Act of 1993 (FMLA) as amended.

The "leave year" for purposes of the FMLA shall be a "rolling" twelve-month period, measured backward from the date of any FMLA leave usage.

Substitution of accrued paid leaves for otherwise unpaid FMLA leaves may be required at the discretion of the Administrator or the Administrator's designee, or the Board. The employee may also have paid leave run concurrently with unpaid FMLA leave entitlement, provided the employee meets applicable requirements of the leave policy.

FMLA leave is unpaid except to the extent that an employee has accumulated paid leave under other applicable leave provisions of ESU #13's policies. All Forms of accrued paid leave such as vacation and sick leave will run concurrently with FMLA leave shall be substituted for unpaid leave so long as accrued time is available according to the rules. Accumulated paid leave shall be exhausted prior to the employee taking unpaid leave. In determining whether leave has been accrued or earned, ESU #13 will apply the provisions of the respective paid leave policy and procedures, including any restrictions. What this means is an employee's existing "bank" of paid leave will run concurrently (at the same time) with the 12 work weeks of FMLA leave i.e. they will be counted and used together. When an employee has exhausted all paid leave, all remaining FMLA leave will be unpaid. The use of accrued paid leave as a concurrent part of FMLA leave is mandatory.

Example: Employee requires a 12-week leave under FMLA and has accrued three (3) weeks of paid vacation leave pursuant to ESU #13's policies. The employee's other forms of paid leave have already been exhausted. Accordingly, the first three (3) weeks of FMLA leave would be paid from the employee's accrued "bank" of vacation pay and the remaining nine (9) weeks would be unpaid leave.

ESU #13 will continue group health benefits on the same basis as coverage would have been provided if the employee had been continuously employed during the FMLA period. ESU #13 will pay the employer's share of the health insurance premium and any share of health plan premiums which have been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA period.

All employees who are actively at work or on paid leave, such as vacation leave or sick leave, will continue to accrue paid leave benefits provided by ESU #13. Employees on unpaid leave are not entitled to continue accruing paid-leave benefits. Employees on unpaid military leave of absence and unpaid leave under FMLA are also not eligible for accruals of paid leave.

Employees shall be required to submit medical certifications to support a request for FMLA leave because of a serious health condition, or a sick leave, when such leave is for a duration in excess of five (5) successive days, and in such other cases as deemed appropriate by the Administrator or the Board based on the nature of the illness or other circumstances surrounding the leave. Second and third medical opinions may, at the Administrator's or the Board's discretion, be required. Employees shall be required to report periodically, at such times as requested by the Administrator or the Board, on their intent to return to work from FMLA leaves and other leaves. Employees shall be required to submit a fitness-for-duty certification from their health care provider as a condition of returning to work from an FMLA leave taken because of the employee's serious health condition or from a sick leave taken by reason of the employee's illness, when such leave was of a duration in excess of five (5) successive days, and upon request of the Administrator or the Board when such is deemed appropriate by the Administrator or the Board based upon the nature of the illness or other circumstances surrounding the leave.

An "equivalent position" for FMLA restoration purposes shall, in the case of certificated employees, be any administrative, teaching, or instruction related position for which the employee is qualified by reason of endorsement, college preparation, experience, or other indicia; in the case of coaching or other similar extracurricular duty assignments, be any extracurricular duty assignment, and in the case of other employees or positions, be in a position with or at equivalent pay, benefits, and working conditions, involving similar or related duties, as determined by the Administrator or the Board.

<u>Recommendation</u>: First reading with new amendment. No action necessary.

5. New Business:

Revision and Updated Head Start Policies and Procedures:

As per the Performance Standards, we need Board approval of revised Policy and Procedures. The following revised written plans of Planning & Monitoring, Communication and Record Keeping and ERSEA (Eligibility, Recruitment, Selection, Enrollment and Attendance) have been uploaded to the Board webpage. Policy Council approved these policies at the January 29, 2019 Policy Council meeting.

Recommendation: Move to approve the revised Head Start written plans of Planning & Monitoring; Communication and Record Keeping and ERSEA (Eligibility, Recruitment, Selection, Enrollment and Attendance).

Head Start COLA Increase:

Head Start/Early Head Start requests a motion to approve the 1.77% COLA (Cost of Living Allowance) increase for the Head Start and Early Head Start

programs by the Administration for Children and Families. The increase would be \$54,087 (Head Start - \$35,387 and Early Head Start - \$18,190).

Recommendation: Move to approve the 1.77% COLA increase for Head Start and Early Head Start programs by the Administration for Children and Families.

• Early Head Start Vehicle Acquisition

Region VII and Head Start Policy Council have approved the request for a vehicle purchase for Early Head Start. We now need Board approval to begin the bidding process for the vehicle purchase.

<u>Recommendation:</u> Move to start the bidding process for the purchase of an Early Head Start vehicle.

Negotiated Agreement Settlement:

We have been informed by the ESU #13 Education Association that negotiations have been finalized and that a proposed Negotiated Agreement between the ESU #13 Board of Education and the ESU #13 Education Association has been finalized. (Appendix B).

<u>Recommendation:</u> Ratify the proposed Negotiated Agreement between the ESU #13 Board of Education and the ESU #13 Education Association.

Audit Request from KSO CPA's, P.C.

We have received an audit engagement letter from KSO CPA's, P.C. for the fiscal year ending August 31, 2019. This is the firm that just audited our fiscal year ending August 31, 2018. It is the Board's decision to either renew the contract or seek bids from other firms. Proposed cost of the audit is \$20,000 if field work is scheduled in conjunction with other area audits and \$24,000 if not. The increase is due to the shift of accounting codes.

Recommendation: Your decision.

Consideration of ESU #13 Administrator's Contract

The Administrator contract offered to Dr. Andrew Dick needs to be ratified, however, the offer does not become effective until he is released from Scottsbluff Public Schools.

<u>RECOMMENDATION:</u> Move to approve the Administrator's contract offered to Dr. Andrew Dick pending the release of his contract with Scottsbluff Public Schools at their special Board meeting on February 21, 2019.

ESU #13 Interim Administrator

Due to the Administrator contract start date of July 1, 2019 for Dr. Andrew Dick, ESU #13 will need to hire an interim Administrator for May and June, 2019. Laura Barrett can apply for a provisional Superintendent certificate.

<u>Recommendation</u>: Move to approve hiring Laura Barrett as the interim Administrator from May 1, 2019 through June 30, 2019.

- 6. Approval of Minutes (Motion necessary for Approval)
- 7. Adjournment

Appendix A

ESU #13 BOARD NOTES February 2019

Sidney Office Update

I met with Barry Swanson, Jack Baker, Bill Knapper and Fermin on February 11th to look at the land available at the WNCC Sidney campus to house a new ESU #13 Sidney office. Baker & Associates need to do some fact finding on some easement questions to ensure we have the needed square footage for our office. Our current Sidney office is around 7,700 sq/ft. If we added a nice meeting/conference room area similar to Conference Rooms B&C (1,900 sq/ft.) here in Scottsbluff, we would need about 10,000 sq/ft. We believe there is approximately 11,000 sq/ft. available north of the existing building.

We would also look at sharing the cost of building a vehicle storage building in the southwest corner of the existing building. We would have spaces for 6 ESU cars and the college would have spaces for 6 WNCC cars. Currently we are estimating the cost to build at between \$200-\$220 sq/ft. \$2.0-\$2.2 million plus half the cost of the garage. If we went up to 11,000 sq/ft. it would be between \$2.2 – \$2.4 million.

We have that money in cash reserve for the office. I think it would be wise for the Board to move forward as soon as possible with a design and timeline for construction. I am concerned that legislation will get introduced and maybe passed that would reduce our cash reserve. If that would happen before you get this done, I don't know that you would ever have the funds to address the Sidney location.

Sherwood Foundation

Senator John Stinner, Rick Myles from SBPS, Katie Carrizales and I had a meeting in Omaha on Wednesday, December 5th to discuss possible funding for our Panhandle Beginnings Day Treatment proposal. They have asked us to complete an application and submit it for possible funding. They asked how much we were wanting. I said the startup costs of \$280,000 and part of the operating costs for 2-3 years (\$190,000). We will see what happens once we complete the application. I will keep you informed how it is progressing. We have completed the application and sent it off on Thursday, February 14th.

KSO CPAs + Advisors

Each of you will receive a bound copy of the audit. The audit document, and all related letters from KSO CPA's have been uploaded to the Board webpage also. The only finding was that there was no complete capital asset listing. The auditors looked at the Head Start inventory. The incomplete list of items has been researched, items located and the list is being sent to Beth today who will input the data into our software.

In addition, the matter of non-tax exempt purchases was mentioned in the internal control letter. This does not affect the actual audit report. Of note, ESU #13 has laminated tax-exempt cards that travelers can take with them, however, restaurants seldom honor them.

This audit firm has also submitted an engagement letter for the 2018-19 audit. The Representation letter has been uploaded to the Board webpage. This is an action item on the agenda.

Bids for Landscape Project, Head Start Vehicle Purchase and Remodel

Request for bids will be going out for landscaping the plot between the north door by the conference rooms and parking lot. This will conclude the landscaping around the buildings. It will be a continuation of the landscaping we have done around the new administrative office wing. Thanks to BJ for taking the lead on this project for me.

Bids will also be requested for an Early Head Start vehicle. It is possible that there will be a bid request for remodeling the Child Development Center at the college as well depending on the cost. The Finance Committee will need to meet prior to the start of the March Board meeting to open bids.

Unannounced Board Member Visits

The intent of creating Board member visits was to review financial statements to remedy the lack of segregation of duties. We now believe that the lack of segregation of duties has been resolved through increased staffing in the interim years prior to the State Auditor visit. We now have enough staffing for internal controls to adequately segregate duties in the administration department. Since this is a Board control for oversight, do you feel as a group that there is any value to continuing this control? This was not put into policy and now that it is resolved, do you feel that continuing the visits as an oversite role would be a benefit and needs to be put into policy?

ESU #13 Surveys

We have sent out our annual surveys to our member school districts and ESU staff to gather feedback on what we are doing well, what we can improve upon, and what we should be doing that we are not and what we are doing that maybe we should consider ending. As always, these results will be shared with the board when they are compiled.

Vehicle/Bus Storage Building

Groundwork has begun on the vehicle/bus storage building here at 42nd street. We had our first construction meeting on Wednesday, the 13th at 10:00 a.m.

Supplemental Life Insurance Offer

A representative of National Insurance Services spoke to our Payroll Manager and would like to offer our staff additional Life Insurance Coverage to be paid by the employee. I have provided a copy of the worksheet for you to look at. Luke will send a survey to the staff to determine if there is enough interest to implement the additional life insurance. Your thoughts?

Buffett Early Childhood Institute Report

I visited with Kim Bodensteiner, Associate Director of Program Development, on Friday, February 15, 2019 who gave me a draft of their report "The Nebraska Panhandle: An Assessment of Birth-Grade 3 Care and Education". I will have a copy of the draft for you to look at on Tuesday. This report is a collaboration between Buffett Early Childhood Institute, ESU 13 and Panhandle Partnership in documenting and assessing birth through Grade 3 programming in the Nebraska Panhandle.

Scottsbluff Public Schools-VALTS	ial Board mooting on Fahruary 24st Occ	o ¢
Scottsbluff Public Schools is holding a spec the agenda items is "Withdraw from VALTS	effective for 2021-22 School year".	OI
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Appendix B

Negotiated Agreement between Educational Service Unit #13 Board of Education and Educational Service Unit #13 Education Association

This Agreement is made and entered into this 19th day of February 2019 by and between the Board of Educational Service Unit #13, in the County of Scotts Bluff, in the State of Nebraska (hereinafter referred to as "the Board"), and Educational Service Unit #13 Education Association, Certified Collective Bargaining Agent (hereinafter referred to as "Association").

NEGOTIATIONS PROCEDURES

Negotiations shall be conducted as follows:

- 1. The Board and the Association's representatives will meet to provide both parties the opportunity to explain proposals.
- Each party is responsible for communicating with its membership.
 Negotiations will be confidential until the parties mutually agree to release information.
- 3. Meetings will be at mutually agreed upon times.
- The agreement shall be reduced to writing, submitted to the Board and Association for ratification. Both parties shall sign the document following ratification.

ARTICLE I – Association Rights

A. Payroll Deduction of Dues

The Board agrees to honor requests from staff to deduct from the salaries of the employees dues for the Association as well as for the Nebraska State Education Association and the National Education Association.

B. Association Use of District Property

The Association shall be allowed the use of the Unit buildings for meetings, providing that such use does not result in unscheduled maintenance costs, in

which case a fee for that use will be assessed according to the established rental policy.

The Association shall be allowed the use of Unit equipment including typewriters, computers, duplicating machines, audio-visual equipment, and standard office equipment, provided that the Board may assess the Association a reasonable fee for expendable supplies consumed during such use.

The Association shall be allowed, upon approval of the Administrator, to make use of the Unit's communication system, including the distance learning system, teachers' e-mail, mailboxes, intercom, teacher bulletins, etc. Such use shall not cause unnecessary interruption of the education program of the Unit.

ARTICLE II - Grievance Procedure

The current Grievance Procedure is part of Board Policy.

ARTICLE III – Salaries

A. Salary Schedule

The salary of each employee covered by this Agreement shall be determined by the salary schedule attached to this Agreement.

B. Base Salary

For the 2019-2020, and 2020-2021 school years, the total package shall increase by 2.5% annually. The total package is defined as the cost of the standard salary schedule (the base salary times the cumulative index factor), plus extended contracts, extra standards compensation, flat salary, health and accident insurance, life insurance and disability insurance. The base will be calculated after allowing for costs of extended contracts, extra standards compensation, flat salary, health and accident insurance, life insurance and disability insurance.

The faculty positions in place at the time of this Agreement's approval (faculty positions as of October 1, 2018) shall constitute the base year faculty. The same faculty will be adjusted for one year additional experience. The faculty so adjusted will be used to determine the index factor for the 2019-2020 year. The same process will be used for the 2020-2021 year based on the faculty positions in place as of October 1, 2019.

C. Initial Placement

Commencing with the 2003-2004 negotiated agreement, all newly hired certificated employees shall be credited with all previous professional experience in any accredited educational institution. Placement on the salary schedule shall reflect the actual years of prior experience. Newly hired certificated employees without prior experience shall be placed on the first step in the appropriate degree column.

Employees shall be placed on the salary schedule according to their degree level and graduate hours earned beyond that degree according to the salary schedule.

D. Horizontal Movement

Horizontal movement on the salary schedule will be granted only for approved graduate semester hours earned above and beyond full certification and endorsement for the current position. The hours must have been earned with a transcript or other evidence on file by September 1 in order to receive credit.

No more than 36 semester hours will be credited beyond the BA unless the MA is earned.

E. Vertical Movement

Employees shall be placed on the proper vertical step in accordance with their experience in the Unit plus credited prior professional experience.

Salary schedule advancement for experience shall be credited at the rate of not more than one year of experience for each year of employment.

F. Extended Contracts

Where a contractual agreement has been reached between an individual employee and the Unit relating to employment beyond the annual employment period defined in Article V, Section C, the salary for that extended contract shall be a prorata extension of that employee's salary scheduled daily rate of pay for the annual employment period.

G. Extra Standards Compensation

The following positions within the bargaining unit shall receive additional compensation:

School Psychologists

Speech Pathologists with National Certification

Speech Pathologists

Speech Pathologists

Speech Pathologists

15% of base salary

15% of base salary

Occupational Therapist

15% of base salary

ARTICLE IV – Insurance and Annuities

A. Flat Salary

The flat salary amount for 2019-2020, and 2020-2021 shall be \$700 per month for 12 months for each employee who is 1.0 FTE.

Personnel employed at a minimum of half-time (.5 FTE) shall receive flat salary at a pro-rated amount equal to their FTE.

B. Health and Accident Insurance

The Board offers an insurance plan to employees who wish to carry insurance in the EHA (Educators Health Alliance) health and dental insurance, \$650 Deductible and the \$3500 HSA Eligible. Option 1 PPO with 80% A & B with 50% C (BCBS Option 2) Dental Plan. For new hires whose initial date of employment falls on or before the 15th of the month, the effective date of insurance coverage shall be the 1st of the month, the effective date of insurance coverage shall be the 15th of the month, the effective date of insurance coverage shall be the 1st of the following month.

The employer contribution toward the cost of the health and dental plan for the contract period shall be at least \$423.00 per month, but not less than 60% of the premium for a single health and dental plan.

Health=\$674.49 + Dental Single=\$28.96 for Total=\$703.45 X .60 = \$423.00 Benefit toward insurance cost

C. Life Insurance

Life Insurance is provided in an amount of \$20,000 for each employee.

D. Disability Insurance

The Board shall provide long-term disability insurance for each employee covered by this Agreement. Benefits shall be payable upon the expiration of a 30 day elimination period at 66 2/3 percent of annual contractual salary plus fringe benefits.

E. Section 125 Cafeteria Plan

The Board shall provide a Section 125 Cafeteria Plan for all employees of the Service Unit. For the 2019-2020 and 2020-2021 contract years, employees will be provided with Benefit Cards to access their Flex Spending funds. The Board shall pay all expenses related to the administration of this plan.

ARTICLE V – Terms of Employment

A. Release from Contract

Prior to June 1, employees who wish to be released from their contract shall be released upon written request filed with the Board of Education. Release from contract after June 1 shall be agreed to by the parties. There shall be no penalty for release from a contract.

B. Part-Time

Part-time employees will receive salary and fringe benefits as provided for elsewhere in this agreement according to their FTE.

C. Annual Employment Period

The annual employment period for bargaining unit employees shall be 185 contract days.

ARTICLE VI – Leaves

A. Sick Leave

Sick leave is granted for illness of the employee or for serious illness or death of members of the immediate family. Immediate family shall mean the employee's spouse, children, parents, brothers, sisters, grandparents, grandchildren, in-laws or persons bearing the same relation to the spouse. Sick leave also includes stepparents, stepbrother, stepsister and stepchildren.

At the beginning of each school year, each employee shall be credited with ten (10) days paid sick leave allowance. The unused portion of such allowance shall be accumulated from year to year up to sixty (60) days.

Employees who resign with at least twenty years of successful employment experience at ESU 13 will receive \$50 for each unused sick day for up to 30 days.

B. Personal

At the beginning of each year, each employee shall be credited with 2 days of paid personal leave. Unused personal leave shall not accumulate.

Notification to the employee's supervisor or other immediate supervisor for personal leave shall be made at least 5 days before taking such leave (except in the case of emergencies).

Personal leave days immediately preceding or following a scheduled holiday break, (Labor Day, Thanksgiving, Christmas, Mid-year Break, Spring Break, Memorial Day, Independence Day), and in May will be granted only upon the approval of the Unit Administrator or designee.

Provision is made for two (2) days of personal leave with pay. Individuals who are working extended contracts shall receive one additional personal leave day for each 30 work days, or major portion thereof.

C. Vacation Leave

Individuals who have extended contracts of 240 days or more will not receive personal leave, rather they will receive vacation leave. Vacation leave will begin on the first day of employment at the rate of twelve (12) days per year if employed from one to five years increasing to eighteen (18) days per year if employed more than five years to a maximum of (30) days.

D. Bereavement

Up to 3 days of paid leave per occurrence shall be granted each employee in the event of death of a member of the employee's immediate family as defined in the sick leave language, and to include aunts, uncles, nephews, nieces, and individuals who reside in the home of the employee. Additional days may be charged as sick leave. For persons not in the immediate family, leave must be taken as personal leave, vacation, or leave without pay.

E. Relationship of the Family and Medical Leave Act (FMLA) to Local Leave Policies

Coordination of FMLA and ESU #13 personnel practices may be found in Board policy.

ARTICLE VII – Miscellaneous Provisions

A. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration shall be controlling.

B. Separability Clause

If any of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE VIII - Personnel File

A. Derogatory Material

No material derogatory to an employee's conduct, service, character, performance or personality shall be placed in the employee's personnel file unless the employee has been provided a copy and had the prior opportunity to review the material. The employee shall acknowledge that they had the opportunity to review such material by affixing their signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such materials and their answer shall be reviewed by the Administrator or the Administrator's designee and attached to the file copy.

ARTICLE IX – Authorization

This contract shall be effective as of the beginning of 2019-2020 school year and shall continue in effect until August 31, 2021.

In witness whereof the parties hereto caused this contract to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures to be placed hereon, all on this day and year.

ESU #13 Education Association	ESU #13 Board of Education	
Ву	By	
Its President	Its President	
Ву	By	
Its Chief Negotiator	Its Chief Negotiator	