

BOARD OF EDUCATIONAL SERVICE UNIT #13
Tuesday – March 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
Hemingford High School – 911 Niobrara Avenue, Hemingford, NE

To Join by Zoom: <https://zoom.us/j/3086313932>

Finance Committee – 6:00 PM (Knapper, Millette, Richards, Sinner) – to open bids for landscape project, Early Head Start vehicle, WNCC CDC remodel

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 and Special Meeting (February)
- 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

- **April 10, 2019** – ESU #13 Advisory Council meeting – 10:00 AM hosted by Scottsbluff Public Schools
- **April 12, 2019** – Meridian Prom (Invitations are being mailed)
- **April 16, 2019** – Regular Board meeting
- **April 17, 2019** – Spring Legal Workshops – North Platte (April 16th – same night as Board meeting)
- **April 24, 2019** – Spring Legal Workshop - LaVista

Public Forum:

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

Reports

- Head Start Continuation Grant update (Donna Jenne)
- Head Start Director's Report and Policy Council Activity Report for February (uploaded to website)
- Administrator's Report ([Appendix A](#))

4. Old Business:

- **Revision of Family and Medical Leave Board Policy:**

We are finalizing 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 January's review and green is the recent amendment provided by Jason Ossian, Attorney. This is the final reading. (See final copy in [Appendix B](#))

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.

Recommendation: Move to approve ESU 13's revised Family Medical Leave Policy.

5. New Business:

- **Landscape Project:**
The Board Finance Committee will review bids for landscaping the plot between the north door by conference rooms B/C and the parking lot prior to our meeting on Tuesday and make a recommendation to the Board for approval of the contract.
Recommendation: Move to approve the Finance Committee's recommendation for landscape work at the north entrance by conference rooms B/C.
- **Early Head Start Vehicle:**
The Board Finance Committee will review bids for one New Model 2019 4-5 Passenger Mid-Size AWD vehicle prior to our meeting Tuesday and make a recommendation to the Board for approval of purchase.
Recommendation: Move to approve the Finance Committee's recommendation for one New Model 2019 4-5 Passenger Mid-Size AWD vehicle.
- **WNCC Child Development Center Remodel:**
The Board Finance Committee will review bids for classroom and bathroom remodeling and entry vestibule modification at the WNCC Child Development Center prior to our meeting Tuesday and make a recommendation to the Board for approval of a contract.
Recommendation: Move to approve the Finance Committee's recommendation for the WNCC Child Development Center Remodel.
- **Revision and Updated Head Start Policies and Procedures:**
As per the Performance Standards, we need Board approval of revised Policy and Procedures. The fiscal written plans and Human Resources written plans have been uploaded to the Board webpage for review. Policy Council approved these policies at the February 26, 2019 Policy Council meeting.
Recommendation: Move to approve the revised Head Start fiscal written plans and Human Resources written plans.
- **Employee Resignation:**
Tina Rudy, Meridian Special Education Teacher, has submitted her resignation effective at the end of the 2018-19 school year. She states "I truly LOVE my job here at Meridian/ESU13. I have learned so much working here the last twelve years and feel blessed to be a part of this large team". Tina is moving to Colorado.
Recommendation: Move to accept the letter of resignation from Tina Rudy, Meridian Special Education Teacher, at the end of the 2018-19

school year.

- **Employee Resignation:**

Jennifer Lopez, School Psychologist, has submitted her resignation effective at the end of the 2018-19 school year. She states “Thank you for the opportunities for professional and personal development that you have provided me during the last 4+ years”.

Recommendation: Move to accept the letter of resignation from Jennifer Lopez, School Psychologist, at the end of the 2018-19 school year.

- **Employee Resignation:**

Drew Marlow, LIMHP, in our Psychology department, has submitted his resignation effective at the end of the 2018-19 school year. He states “The decision to move on to a single district was a difficult choice. The thing I will miss most of all is the relationships, both personal and professional, that I have made with my time at ESU #13”.

Recommendation: Move to accept the letter of resignation from Drew Marlow, LIMHP-Psychology department, at the end of the 2018-19 school year.

- **Appointment of New Board Member:**

Due to the hiring of Terri Haynes as a member of ESU #13 staff, there is a Board vacancy. Patricia Jones has recommended Heather Crofutt as a candidate for appointment for Election District 3, Dawes County. Last month, we shared a letter of interest from Heather to the Board. She attended last month’s Board meeting.

Recommendation: Appoint Heather Crofutt to the ESU #13 Board of Education for Election District #3. New appointees are required to sign the Oath of Office.

- **ESU #13 Proposed Calendar for 2019-2020**

A draft of our proposed calendar for 2019-2020 has been uploaded to the website. Approval of our calendar will be an action item on the April agenda.

Recommendation: Information item only; no action required.

6. Approval of Minutes (Motion necessary for Approval)

7. Adjournment

Appendix A

ESU #13 BOARD NOTES March 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.

This is a concept only at this time. This "concept" needs to be approved by the WNCC Board of Directors before any further conversations can occur. I would ask that we keep this information here at the ESU 13 Board level and not be shared or discussed publicly until Dr. Todd Holcomb has had an opportunity to take this idea to his board and get their feedback.

Buffett Early Childhood Institute Partner Publication Senator Meetings

I drove to Lincoln on Monday, March 18TH to meet with our three western Nebraska senators along with Dr. Sam Meisels, the Executive Director of the BECI, to review and discuss the publication created by the Buffett Early Childhood Institute describing the work ESU 13 has been doing with them and the Panhandle Partnership the past 2-3 years. The publication is entitled, The Nebraska Panhandle: An Assessment of Birth-Grade 3 Care and Education. Nici Johnson has been our lead on this work the past 3 years. Nici will also be a member of the Early Childhood Work Force Commission along with Dr. Andrew Dick. I had served as a member of this statewide commission since it's creation a couple years ago.

Vehicle/Bus Storage Building

Work continues on the vehicle/bus storage building here at 42nd street. They poured the concrete last week before the blizzard.

Construction Work in the SOAR Department

Jadie Beam, our SOAR Director, asked me if it was possible to enclose her office due to confidentiality issues. She is not able to have confidential conversations on the phone or in person due to her office not being enclosed. All of our other directors have the ability to hold confidential conversations in their offices, except for Jadie. I would recommend to the Board to move forward accepting bids to complete this work. A preliminary estimate comes in at \$5,000 - \$7,000. If the Board approves, we will get bid documents sent out to open at our April meeting.

ESU #13 Employment Application

The following additional questions will be added to the ESU employment application.

“Do you have a family member that is currently employed by ESU #13?” (This came about because we hired several Head Start staff with different last names and then found out they were related. The staff we hired are doing a great job but I felt it was important for us to know if we are hiring staff that are related just so we can try and avoid any possible conflicts in the future.)

“How did you learn about this job opening?” (We are trying to track where applicants are hearing about our openings. The cost of using the Star-Herald and Omaha World Herald is becoming very expensive. This is a way of trying to determine where we are getting the best exposure to potential applicants.)

Jerry Ostdiek has approved the additional questions.

Vision Plan Renewal Agreement

National Insurance, who handles our vision plan under VSP School Block, is up for renewal on 9/1/19. The employee pays for this plan. There will be an increase in rates from \$8.20 to \$9.42 for “employee only”, a difference of only \$1.22 per month. There are also rates for 10-month employees. This rate will be in effect for 3 years. A cost schedule is included in your Board materials.

ESU 13 Internal/External Survey Results

I will be sharing these results with the Board in April so you know what our member schools and our ESU 13 staff think about the job we are doing here at ESU 13.

Panhandle Beginnings Day Treatment Facility

Last week, Dr. Katie Carrizales, Dr. Andrew Dick and I met with Linda Dedic to tour the current Century 21 Realty building. They are open to leasing space to us for our day treatment program a year from now when they have their new building completed. Their new building will be built to the south of the existing building. Dr. Carrizales is checking with Linda about a cost to lease the space we need.

Harm’s Center Doors

Currently, both sets of doors by VALTS and LifeLink are open between the hours of 7:30 and 4:00. We would like to add a level of security for that hallway by adding a button to the desk of the VALTS/LifeLink secretary to let people in so that inner set of doors can be locked at all times. It is tentative that the doors will be open during the scheduled student break time. We have a proposal from Protex to have a button installed for \$550.45.

Appendix B

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