

# EDUCATIONAL SERVICE UNIT 13 EMPLOYEE HANDBOOK



**2023-2024**

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## Welcome

Welcome to ESU 13! We are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further ESU 13's goals.

You are joining an organization that proudly serves 21 school districts in western Nebraska and provides supplemental education services covering 14,000 square miles to schools in 11 counties: Banner, Box Butte, Cheyenne, Dawes, Deuel, Garden, Kimball, Morrill, Scotts Bluff, Sheridan and Sioux. With your active involvement, creativity, and support, ESU 13 will continue to achieve its goals. We sincerely hope you will take pride in being an important part of ESU 13's success.

Please review the policies contained in this handbook. If you have questions, feel free to ask your Department Director or contact the Human Resources Manager.

### **ESU 13 Mission**

Serve, Support and Empower

### **ESU 13 Vision and Beliefs**

Achieving educational excellence for all learners through strong partnerships, service, and leadership

By...

- Collaborating with schools, families, and communities
- Serving with equity, efficiency, and integrity
- Communicating effectively
- Leading with innovation

NOTICE: Any portion of this manual, which is in conflict with Board Policy, Collective Bargaining Agreement, Federal or State Laws, then that specific portion of this manual will be severable and secondary to the appropriate policy or statute.

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## SECTION 1 - INTRODUCTION

### **Employee Handbook Purpose**

The purpose of the Educational Service Unit No. 13 (ESU 13) Employee Handbook is to familiarize personnel with the guidelines and benefits that affect the employment relationship. The statements of policy that appear in the handbook are selective for communication to employees regarding employment procedures. The conditions of employment noted in this handbook vary according to employee level. Please read it thoroughly and retain it for future reference.

The policies and provisions for employment, discipline and termination in this handbook are set by the ESU 13 Board and are subject to change by the Board. Nothing contained in this handbook should be construed as a "guarantee of employment." While certain policies regarding progressive discipline, or grievance, may be set out in this handbook, these procedures may be waived in appropriate circumstances at the discretion of the employer or if restricted by a contractual agreement.

To ensure that employees have adequate direction to maintain professionalism at all times, Board policy has been added to the ESU 13 website under Board of Education for easy access by all employees. Because Board policy can become cumbersome, individual policies are not listed in this handbook. However, we recommend that you review official Board Policies on an as-needed basis.

If you have questions about the information in this handbook, please feel free to discuss it with your Department Director. Your Department Director may refer you to the ESU 13 Administrator if needed.

### **Policy of Non-Discrimination**

#### **(Board Policy- Article 5, Section 1)**

ESU #13 does not discriminate on the basis of any protected status in its programs and activities and provides equal access to designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. Complaints or concerns involving discrimination should be addressed to:

**Danielle Cole, ESU #13 Compliance Coordinator/Title IX Coordinator  
4215 Avenue I, Scottsbluff, NE 69361 (308) 635-3696 (dcole@esu13.org)**

For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office of Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at One Petticoat Lane, 1010 Walnut Street, 3<sup>rd</sup> Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov).

ESU #13 is committed to offering employment and educational opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination of any kind by ESU #13 employees, including co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated. All ESU #13 employees are expected to take prompt and appropriate actions to report and prevent discrimination. Employees who witness or become aware of possible discrimination must immediately report the conduct to his or her supervisor or the designated Compliance Coordinator.

## Board of Education

According to Nebraska State Statute 32-515, all ESU's shall be governed by a Board composed of one member elected to represent each election district. ESU 13 has established 12 election districts representing all counties within ESU 13's geographical boundaries.

The Board of ESU 13 meets on the third Tuesday of every month at the Scottsbluff Main Office. All meetings are governed by the Nebraska Open Meetings Act.

An agenda is developed prior to each meeting and is available for public inspection during regular business hours. The agenda is kept on file in the Administration Office.

Below is a list of ESU 13 Board members and the election district they represent:

District	Name	Counties Represented
#1	Tim Horn	Box Butte (partial), Scotts Bluff (partial), Sheridan (partial), Sioux
#2	Patricia Jones	Box Butte (City of Alliance)
#3	Dr. Caroline Winchester	Dawes (partial), Sheridan (partial)
#4	<b>Kim Marx, Vice President</b>	Cherry, Dawes (partial), Sheridan (partial)
#5	<b>Mark Sinner, Board President</b>	Scotts Bluff (West)
#6	Raymond Richards	Scotts Bluff (Precinct #1, #5, #6, #7, #8)
#7	William Knapper	Scotts Bluff (Precinct #1, #2, #3, #4, #8, East Winter Creek)
#8	Scott Marsh	Scotts Bluff (City of Gering)
#9	Diane Coon	Morrill (partial), Scotts Bluff (East), Terrytown
#10	<b>Thomas Millette, Secretary</b>	Cheyenne (partial), Garden, Keith, Morrill (partial)
#11	Casper Ningen	Cheyenne (City of Sidney)
#12	Steve Diemoz	Banner, Cheyenne (partial), Deuel, Kimball

\*Desira Martin, Clerk/Treasurer (appointed)

## School Districts by County

County	School District(s)
Banner	Banner County
Box Butte	Alliance and Hemingford
Cheyenne	Leyton, Potter-Dix, and Sidney
Dawes	Chadron and Crawford
Deuel	Creek Valley
Garden County	Garden County
Kimball	Kimball
Morrill	Bayard and Bridgeport
Scotts Bluff	Gering, Minatare, Mitchell, Morrill, and Scottsbluff
Sheridan	Gordon-Rushville and Hay Springs
Sioux	Sioux County



## **SECTION 2 - STANDARDS OF EMPLOYEE PERFORMANCE**

### **Code of Ethics**

As an employee of Educational Service Unit No. 13, I shall abide by the following Code of Ethics:

1. I will remain loyal to the ideal of ESU 13 protecting the organizational integrity at all times.
2. I will use authority in a responsible manner. I will avoid excesses both in the unreasonable use of authority or failure to exercise authority effectively.
3. I will exercise sound judgment in personal and job-related actions.
4. I will follow expected norms of behavior; i.e., respect the confidentiality of privileged information and respect the privacy of fellow employees.
5. I will seek solutions to problems through ethical and constructional channels.
6. I will not participate in unprofessional and unacceptable personal conduct.

Note: By way of illustration and not limitation, the following non-exclusive list of acts shall be deemed as unprofessional and unacceptable conduct:

- A. Use of sexual, profane or distasteful language or suggestive activities.
  - B. Misuse of drugs, mind-altering substances or alcohol.
  - C. Mental, verbal or physical cruelty to students/families and/or mental or verbal abuse of ESU 13 employees and school personnel.
  - D. Failure to cooperate with agency or law enforcement authorities in investigation of policy violation or criminal investigations.
  - E. Conviction of a crime involving moral turpitude.
  - F. Making false reports or false statements at the expense of a colleague, a member of the administrative team and/or a member of the ESU 13 Board.
  - G. Other conduct which materially and substantially jeopardizes the role and mission of ESU 13.
7. I will adhere to the policies and regulations established by the agency (ESU 13 Board Policy, ESU 13 Employee Handbook, and other commitments denoted in functions of individual departments).
  8. I will contribute to the improvement of programs/services.
  9. I will avoid any conflict of interest or the appearance of impropriety that could result from ESU 13 employment.
  10. I will subscribe to the ESU 13 Mission, Vision and Beliefs.
  11. I will recognize the necessity of increasing my workday to include "after hours" conferences, workshops, and meetings that pertain to ESU 13 and my employment.
  12. I will abide by administrative guidelines and regulations arising from legal mandates and ESU 13 organizational requirements.
  13. I will be committed to, involved in, and knowledgeable about my departmental goals and activities and maintain the necessary knowledge and support of other ESU 13 programs/services.

### **Standards of Conduct**

#### **Drug-Free Workplace (Board Policy - Article 4, Section 5)**

It is the policy of ESU 13 to eliminate the influence of drugs, alcohol and other chemicals within the work environment and to educate students against the usage of drugs, alcohol and illegal substances. ESU 13 will implement regulations and practices which will ensure compliance with laws relating to drugs and alcohol, including but not limited to: the Drug-Free Workplace Act and the Omnibus Transportation Employee Testing Act of 1991.

ESU 13 has established a drug-free workplace. The drug-free workplace for this purpose includes ESU 13 property, ESU 13 utilized vehicles, any place in which ESU 13 employees perform duties, and any place in which ESU 13 activities are held. ESU 13 recognizes that the use, possession, or being under the influence of illicit drugs or alcohol constitutes a hazard to the positive development of students and employees and a substantial interference with the ESU 13 mission and goals.

1. The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the workplace. Employees are also prohibited from possessing, using or distributing illicit drugs or alcohol, or being under the influence of illicit drugs or alcohol, on any ESU 13 property or at any ESU 13 sponsored event. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol in the workplace or on duty time shall be a violation of the drug-free workplace.
2. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the ESU 13 expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.
3. As a condition of employment, employees will abide by the ESU 13 drug-free workplace policies and notify the Administrator or designee of any criminal drug statute conviction for a violation occurring in the workplace no later than the next business day after such conviction.
4. Disciplinary sanctions, up to and including termination of employment and referral for prosecution, will be imposed upon employees who violate the aforementioned standards of conduct. If employment is not terminated, sanctions may include the requirement that the employee complete an appropriate rehabilitation program.
5. Employees shall be advised through employee publications about drug and alcohol counseling and rehabilitation and reentry programs that are available.

ESU 13 will implement a drug and alcohol testing program in compliance with law for all employees whose position requires a commercial driver's license (CDL) or who are otherwise in "safety-sensitive" positions as defined by federal or state law. Refusal to submit to pre-employment testing, or testing positive, shall disqualify an applicant for any position requiring such testing from employment. Reasonable suspicion, random, post-accident, return-to-duty, and follow-up testing shall also be conducted. Employees who test positive shall be immediately removed from safety-sensitive positions and be terminated from employment.

This policy supplements and is in addition to all other policies, regulations, practices, procedures and contractual provisions regarding or related to the improper or unlawful possession, use, or distribution of illicit drugs and alcohol.

In addition, the use of tobacco products is prohibited in all buildings and all vehicles owned or under the control of ESU 13. Smoking is also prohibited in any outdoor areas where others may be affected by smoke, including areas near the entry of buildings.

For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (including electronic nicotine delivery systems), alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude adults from wearing non-visible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program.

Employees shall be furnished with a paper or digital copy of this policy.

### **Notification of Arrest, etc. (Board Policy - Article 4, Section 5)**

Employees must notify the Administrator by the next business day in regard to the following:

1. Arrest or Criminal Charges. The employee is arrested, ticketed, or issued a criminal charge where:
  - a. The maximum penalty for the crime equals or exceeds six months incarceration;
  - b. The crime relates to abuse, neglect or endangerment of a minor, a minor was allegedly a victim or a witness, or the crime involves alleged sexual misconduct;
  - c. Conviction would impact performance of employee's job responsibilities, including offenses that:
    - i. would impact the responsibility to be a role model for students or relations with other employees of ESU 13 or schools served by ESU 13;
    - ii. would impact the employee's ability to operate a motor vehicle if the employee at times needs to travel during duty time or the employee at times drives students; or
    - iii. would impact the employee's CDL if the employee's job requires that the employee have a CDL.
  - d. The arrest or the alleged criminal activity occurred while the employee was on duty, on property of ESU 13 or a school, or in ESU 13 or school owned or utilized vehicle, or at a school-supervised activity or school-sponsored function.
  - e. Employees must also promptly report to the Administrator whenever the employee has been sentenced to be incarcerated for any period of time, even if the offense is not otherwise reportable.
2. Certificate or License. The employee becomes aware that a complaint has been filed against the employee that could affect a certificate or license required for the employee's position. This includes proceedings of the Nebraska Department of Education related to an alleged violation of the NDE Standards of Conduct and Ethics, Chapter 27, and proceedings of the Health and Human Services related to an alleged violation of the professional standards of conduct for the employee's position.
3. Child Abuse. The employee becomes aware that a report of child abuse or neglect has been made against the employee under the Child Protection Act.  
Further, employees must give full disclosure of any Child Protection Act investigation that resulted in an "inconclusive" determination that occurred at any time. Current employees must give such disclosure within 10 days following adoption of this Policy. As a condition of employment, applicants for employment must give such disclosure prior to commencement of employment. Any hiring made without such disclosure shall be subject to being immediately revoked in the event the required disclosure was not given.

Employees must give full disclosure of the existence and nature of the above proceedings and must also promptly notify the Administrator of the disposition of the proceedings.

Legal documents relating to the proceedings shall be treated and maintained as part of the employee's confidential criminal background file.

Failure to notify as required under this policy may subject the employee to disciplinary action, up to and including termination.

### **Weapons (Board Policy - Article 4, Section 5)**

No person shall bring or possess a firearm or any other dangerous weapon on any ESU #13 facility, in any vehicle owned by or under the control of ESU #13, or at any ESU #13 activity or program. For purposes of this policy, the term "dangerous weapon" includes any personal safety or security device (including but not limited to: tasers, mace and pepper spray). This prohibition includes persons with a permit to carry a concealed handgun. Possession of a weapon includes, without limitation, a weapon in a person's personal possession or control,

including a weapon in a desk, locker, backpack or purse. Any person found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

An exception may be allowed for a person to carry or possess a personal safety or security device on ESU #13 property, in an ESU #13 vehicle, or at any ESU #13 activity or program where it is established that the person is presented with a clear and substantial risk to personal safety and the person received prior written permission from the administrator or administrator's designee. If a person obtains prior approval from the administrator or administrator's designee, the person must store the device during the work or school day in a secure location as designated by the administrator or administrator's designee.

An exception may also be allowed where the person requests to possess a weapon for instructional purposes. Any exception must be limited to a non-lethal weapon. Further, the weapon must be possessed and used only in the manner approved and must be maintained in such manner as the administrator has directed so as to prevent it from being used by any non-permitted person or from causing anxiety or harm to others. The request to bring in a weapon must be made to the administrator or administrator's designee in writing, explaining its purpose, prior to bringing it in. The request should be reviewed and a decision on approval or denial be made in writing to the requestor no later than 24 hours prior to the intended weapon usage.

#### **Civility (Board Policy - Article 4, Section 5)**

All employees shall behave with civility, fairness and respect in dealing with fellow employees, students, parents, patrons, visitors, and anyone else having business with ESU 13. Uncivil behaviors are prohibited. Employees may be subject to disciplinary action up to and including termination for engaging in uncivil behaviors.

Uncivil behaviors are any behaviors that are physically or verbally threatening, either overtly or implicitly, as well as behaviors that are coercive, intimidating, violent or harassing. Such interactions are prohibited in all forms of communication, including telephone conversations, voice mail messages, face-to-face conversations, written communications, and email messages.

Any employee aware of another employee's uncivil behavior shall report the conduct to the employee's immediate supervisor or to the Administrator. There will be no retaliation against a person for making the report.

#### **Professional Boundaries Between Employees and Students (Board Policy - Article 4, Section 5)**

All employees are expected to observe and maintain professional boundaries between themselves and students. A violation of professional boundaries will be regarded as a form of misconduct and may result in disciplinary action.

The following **non-exclusive** list of actions will be regarded as a violation of the professional boundaries that employees are expected to maintain with a student:

- using e-mail, text messaging, instant messaging or social networking sites to discuss with a student a matter that does not pertain to school or ESU #13 related activities. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school-related and inappropriate for persons other than the individual student to receive (for example, emailing a message about a student's grades);
- engaging in social-networking friendships with a student on social networking sites. Material that employees post on social networks that is publicly available to those in the school community must reflect the employee's professional image;
- engaging in sexual activity, a romantic relationship or dating a student or a former student prior to the student graduating or otherwise leaving their home District;
- making any sexual advance – verbal, written, or physical – towards a student;

- discussing with a student sexual topics that are not related to a specific curriculum;
- allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or 504 Plan;
- discussing with a student the employee's problems that would normally be discussed with adults (e.g., marital problems);
- giving a student a ride in the employee's personal vehicle without express permission of the student's parent or school administrator unless another adult is in the vehicle;
- taking a student on an outing without obtaining prior express permission of the student's parent or school administrator;
- inviting a student to the employee's home without prior express permission of the student's parent and school administrator;
- going to the student's home when the student's parent or a proper chaperone is not present;
- giving gifts of a personal nature to a specific student;
- discussing alcohol, tobacco or other illicit drugs in a non-instructional setting, such as describing a party that the employee attended;
- discussing another student's or employee's personal matters when it is not appropriate outside of the instructional setting;
- "grooming," which includes building trust with a student and individuals close to the student in an effort to gain access to and time alone with the student, with the ultimate goal of engaging in sexual contact or sexual penetration with the student, regardless of when in the student's life the sexual contact or sexual penetration would take place.

Appropriate exceptions are permitted to the foregoing for legitimate health or educational purposes and for reasons of familial relationships between employees and their children who are students of ESU #13. A staff member seeking an exception must receive advance approval from the administrator or designee. If a staff member is unable to communicate with the administrator or designee in advance (such as in the event of an emergency), the staff member must notify the administrator or designee as soon as possible, but not later than 24 hours immediately following the event.

Any person who suspects an ESU #13 employee of engaging in any prohibited conduct under this policy, including grooming, should contact the administrator or designee as soon as practical.

An employee who violates this policy may face discipline, up to and including termination of employment, and may be referred to the appropriate certification or credentialing agencies for further discipline.

A violation of this policy will result in referral to the Department of Health and Human Services, law enforcement, or both.

#### **Visitors to Employees (Board Policy - Article 4, Section 5)**

Employees are not to have visitors while on duty other than as appropriate for the performance of their duties except on a short-term basis and only with permission of the Administrator or their supervisor. Included in the definition of visitors are family members of the employee. Employees are responsible for ensuring that their visitors follow posted procedures for being on ESU 13 or school property. Employees are not to bring their children to work with them in lieu of taking them to childcare, without permission from their department Director or immediate supervisor.

#### **Outside Employment (Board Policy - Article 4, Section 5)**

The primary responsibility of employees is to the duties of their position within the Unit as outlined in their job description. Employees are expected to give the responsibilities of their position in the Unit precedence over any other employment.

Employees shall not engage in outside employment, conduct private business, or engage in activities that interfere with, or serve to be detrimental to, the faithful discharge of their duties and responsibilities to ESU 13. This includes using employment with ESU 13 to their advantage or for personal profit by providing services which compete with services provided by ESU 13 during the course of their employment with ESU 13. However, upon occasion, employees may undertake consultative work, speaking engagements, writing, lecturing, and other professional duties, provided they first obtain the written approval of the Administrator before engaging in these activities to ensure that no conflict of interest exists.

#### **Computer Programming Codes, Materials, and Services**

All computer codes written, or developed, by ESU 13 are proprietary material and owned solely by ESU 13. No employee may disseminate this information, or any related code or programming materials, outside of ESU 13 for any reason unless specific approval is granted by the Administrator. The Administrator will then conduct the actual dissemination of the materials, if the request is approved by the Administrator.

In addition, no employee, after leaving the services of ESU 13, may disseminate any information or intellectual property related to ESU 13 computer codes and materials to any individual or company.

#### **Copyright Infringement Avoidance (Board Policy - Article 4, Section 5)**

The Board of ESU 13 recognizes the importance of protecting the rights of authors, scholars and others who originate or publish for distribution under the copyright or other rights of authorship, to receive compensation in the form of royalties, profits, or other financial entitlements for their works.

For that reason, it is the policy of ESU 13 to avoid any practices contrary to copyright laws or which interfere or infringe copyrights. It shall be contrary to the policy of ESU 13 to cause or permit photocopying, duplicating or any manner, distributing or exhibiting for profit any book, pamphlet, sound recording, computer software, video recording or any material of any nature when to do so is a violation of any copyright or causes an authorized diminution of rents, royalties or profits to any holder of a copyright.

This policy is drafted as guidance and is not exhaustive or limiting of liability for actions contrary to this policy. Any employee knowingly violating this policy, which violation results in any liability to ESU 13, will be liable to ESU 13 for such damage as is suffered by the unit.

#### **Political Activities (Board Policy - Article 4, Section 5)**

The Board recognizes and encourages the rights of its employees, as citizens, to engage in political activity with the following restrictions:

1. No employee of the Unit shall solicit support of any political candidate, partisan or non-partisan, or support of any issue on any referendum matter during the regular work hours or on Unit Property.
2. Staff speaking on behalf of ESU 13 will do so only with the approval of the Administrator. In policy matters, employees can speak only with the permission of the Administrator.
3. No employee of the Unit shall distribute political support/disapproval via electronic devices owned/operated by ESU 13.
4. No employee of the Unit shall use contact lists of ESU 13 to mass mail.

#### **Cellular Phone Use (Board Policy - Article 4, Section 5)**

ESU 13 employees, when operating a motor vehicle, shall not use cellular phones or similar electronic communication devices while holding it in their hand. They can only use it in a hands-free manner, such as speaker phone or voice commands, but never while holding it. However, when operating a motor vehicle to transport students, the driver may only use a cell phone or other communication device when safely pulled off

the roadway for emergency situations only. Text messaging (reading, writing, sending) on any communication device during the operation of any student transportation vehicle is prohibited.

### **Social Media Use (Board Policy - Article 4, Section 5)**

Social media is an important tool for communicating, keeping up to date with current developments in education and for conducting research to enhance management, teaching, and learning skills. ESU 13 also uses social media accounts to provide information to our stakeholders. This policy is intended to ensure (1) appropriate use of social media by staff and (2) appropriate control of social media accounts belonging to or affiliated with ESU 13.

1. Personal Versus ESU 13-Affiliated Social Media Use
  - a. Personal Social Media Use
    - i. ESU 13 will not require staff members or applicants for employment to provide their username and password to personal social media accounts.
    - ii. ESU 13 will not require staff to add anyone to the list of contacts associated with the staff member's personal social media accounts or require a staff member to change the settings on his or her personal social media accounts so that others can or cannot view their accounts.
    - iii. Staff members whose personal social media use interferes with the orderly operation of ESU 13, interferes with the staff member's ability to perform their job duties or who use social media in ways that are not protected by the First Amendment may be subject to discipline by ESU 13.
  - b. ESU 13-Affiliated Social Media Use
    - i. Any social media account which purports an account of ESU 13 (e.g., "VALTS"), or any of its programs, classes or entities will be considered to be an account that is used exclusively for ESU 13's business purpose. Staff members may not use ESU 13- affiliated accounts for personal use.
    - ii. Staff may be required to provide the username and password of ESU 13-affiliated social media accounts.
    - iii. When staff use ESU 13-affiliated social media accounts to comment on ESU 13-related matters, they do not do so as private citizens and are therefore not entitled to First Amendment protections.
2. Staff Expectations in Use of Social Media – Applicable to Both Personal and ESU 13-Affiliated Use
  - a. General Use and Conditions
    - i. Staff must comply with all board policies, contract provisions, and applicable rules of professional conduct in their social media usage. They must comply with the board's policy on professional boundaries between staff and students at all times and in both physical and digital environments.
    - ii. Staff must obtain the consent of their department director or the administrator prior to posting any student-related information in order to make sure that the publication does not violate the Federal Education Rights and Privacy Act (FERPA) or any other laws. Staff must also comply with all applicable state and federal record retention requirements, even with regard to personal social media usage.
    - iii. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly ESU 13-related and inappropriate for persons other than the individual student to receive (e.g., student grades). Communication with one student/parent should only be used on an emergency basis. In this case, these communications should include an ESU 13 staff member as a third person in the communication.
    - iv. Staff must comply with all applicable laws prohibiting the use or disclosure of impermissible content, such as copyright laws, accountability and disclosure laws, and

any other law governing the use of resources of a political subdivision. Questions about appropriate content should be referred to the staff member's direct supervisor.

b. Acceptable Use

- i. Staff may use social media for instructional purposes.
- ii. Staff may use social media for ESU 13-related communication with fellow educators, students, parents, and patrons. Staff posting student-related information must ensure that it does not violate (FERPA) or any other laws.

c. Unacceptable Use

- i. Staff shall not access obscene or pornographic material while at work, on an ESU 13-owned device or on an ESU 13-affiliated social media account.
- ii. Staff shall not engage in any illegal activities, including the downloading and reproduction of copyrighted materials.
- iii. Staff shall not access social media networking sites such as Facebook, Twitter, and Instagram on ESU 13-owned devices unless such access is for an educational activity which has been preapproved by the staff member's direct supervisor. This prohibition extends to using chat rooms, message boards, or instant messaging in social media applications and includes posting on social networking sites using personal electronic devices.
- iv. Staff members may not use social media to harass or threaten other persons, including other staff members. In the event that a staff member is found to have harassed or threatened another person, said staff member may be subject to disciplinary action, including termination of employment.

3. ESU 13-Affiliated Digital Content

a. General Use and Conditions for ESU 13-Affiliated Accounts

- i. Staff must obtain the permission of their direct supervisor prior to creating, publishing, or using any ESU 13-affiliated web pages, social media pages or handles, or any other digital content which represents itself to be ESU 13-related, or which could be reasonably understood to be ESU 13-related. This includes any content which identifies ESU 13 by name in the account name or which uses ESU 13's name or image.
- ii. Staff must provide their direct supervisor with the username and password for all ESU 13-affiliated accounts and must only publish content appropriate for the ESU 13 setting. Staff may not provide the username and password to ESU 13-affiliated accounts to any unauthorized individual, including students and volunteers without express, written consent from their direct supervisor.

4. Moderation of Third Party Content

- a. The purpose of ESU 13-related social media accounts is to disseminate information. No ESU 13-related or ESU 13-affiliated social media account covered by this policy shall permit comments by the public unless otherwise approved by the administrator. All comment functions for applications such as Facebook and Instagram must be turned to "off" without this approval.

**Intellectual Property (Board Policy - Article 4, Section 5)**

**Staff Members:**

Staff members are encouraged to contribute professional articles and news items to local, state, and national agencies. As a matter of professional ethics, all professional articles concerning ESU 13 must be cleared through the Department Director or immediate supervisor in the event that the Unit or any of its separate departments is mentioned. Materials, equipment, and software owned by ESU 13 may not be used for personal gain.

**ESU 13 Property:**

ESU 13 shall be the sole owner of all intellectual property created through the use of Unit resources or facilities, supported directly or indirectly by funds administered by ESU 13, or prepared or developed within the scope of



employment by its employees unless there is a written and signed agreement between the ESU 13 Board and its employee to the contrary.

Employee Property:

The employee shall be the sole owner of any intellectual property that is:

1. unrelated to an employee's employment responsibilities;
2. developed exclusively during the employee's non-working hours; and
3. created without ESU 13 support or ESU 13 facilities.

Applicability:

This policy shall apply to intellectual property of all types including but not limited to any scholarly or educational materials, instructional materials, tests, bibliographies, research finds, video and audio recordings, live video and audio broadcasts, art works, musical compositions, literary works, invention, discovery, improvement, trade secret, technology, scientific or technological development, research data, computer software, copyrightable work, trademark and related rights regardless the medium of expression and regardless of whether or not it is subject to protection under patent, trademark, copyright, or other laws.

Shared Ownership:

Notwithstanding any other provision herein, ESU 13 may share its interest or ownership in intellectual property related to telecommuting resources provided pursuant to Neb. Rev. Stat. 79-1233, including but not limited to distance education, with any educational service unit of which it is a member and the Educational Service Unit Coordinating Council.

**Telework Policy (Board Policy - Article 4, Section 5)**

Telework refers to a work situation where the location of the work site is shifted away from the traditional office to the employee's home or other work site geographically convenient to the residence of the employee.

Telework as used in this policy is not a work extension whereby employees simply take work home with them. Some telework can be informal, such as working from home for a short-term project. All informal telework arrangements are made on a case by case basis focusing on the business needs of the organization first, as determined by the ESU #13 administrator or designee. Such informal arrangements are not the focus of this policy.

The teleworker and his/her supervisor will enter into a signed, written agreement. The agreement may be terminated at any point and for any reason by ESU #13.

**Confidentiality**

Confidentiality is a very important aspect of professionalism. Employees have access to a wealth of sensitive information pertaining to individual students and school districts. All information is confidential and must be treated as such.

## **Recording, Reporting, and Referrals**

ESU 13 is required by state and federal law to submit forms/reports at various times throughout the year. To make this process easier, it is important that all staff members keep accurate and up-to-date records. You must adhere to due dates so that state reporting can be done on time. The Director of Special Education or the Special Education Secretary will provide forms for reporting the required information.

### **End of the Year Reporting**

At the end of each school year, you will meet with your Department Director to discuss professional goals, professional growth activities, advancement on the salary schedule (if applicable), requisitions, closure on employment (if applicable), and other necessary paperwork.

### **Incident Report**

Incidents out of the ordinary such as accidents involving students, confrontations, fights, complaints, etc., are to be reported on an Incident Report form. Information to be included is detailed on the report. A brief description of the incident should be in factual terms, not opinions. The report should be signed by the person submitting the report.

### **Referrals**

Referrals for student services must go through their district of residence.

### **Mandatory Reporting (Board Policy - Article 6, Section 3)**

Everyone has a responsibility to report abuse or neglect. In Nebraska, everyone is a mandatory reporter. This means physicians, medical institutions, nurses, school employees, social workers or any other person who has reasonable cause to believe that a child or vulnerable adult has been subjected to abuse or neglect, or observes such child or vulnerable adult being subjected to conditions or circumstances which reasonably would result in abuse or neglect are required by law to make a report to the Abuse and Neglect Hotline (800-652-1999) and/or Law Enforcement (if an emergency exists). (*Nebraska Revised Statute 28-711*)

## **Public Information**

### **Student Picture - News Release**

Parent permission must be provided on the Parent-Student Permission Information Record Sheet (included in program student handbooks) in order for a child to be photographed, filmed, or videotaped for use by ESU 13.

### **Notification of Rights Under FERPA**

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. They are:

1. The right to inspect and review the student's education records within 45 days of the day ESU 13 receives a request for access. Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading. Parents or eligible students may ask the School District to amend a record that they believe is inaccurate or misleading. They should write to the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If ESU 13 decides not to amend the record as requested by the parent or eligible student, ESU 13 will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by ESU 13 as an administrator, supervisor, instructor or

support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the Board of Education; a person or company with whom ESU 13 has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request, ESU 13 discloses education records without consent to officials of another School District in which a student seeks or intends to enroll.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by ESU 13 to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, S.W.  
Washington, D.C. 20202-4605

## **SECTION 3 - EMPLOYMENT RELATIONSHIP**

### **Employment**

ESU 13, through an effective recruitment program, will endeavor to employ an effective, well-qualified staff. A completed application, personal interview and background check will be required for all potential employees of ESU 13. It is the responsibility of the Administrator to determine the personnel needs of ESU 13.

All vacancies are posted on the ESU 13 website and, as needed, advertised locally and regionally through a variety of other forums.

#### **Applications**

Applications for employment are submitted through the applicant tracking system and monitored and distributed by the Human Resources Manager. Department Directors have access to all applications received through the applicant tracking system.

#### **Job Descriptions**

The Department Director and Human Resources Manager are responsible for preparing job descriptions. Job descriptions are approved by the Administrator.

Qualifications are identified specifically in individual job descriptions.

The Fair Labor Standards Act (FLSA) will be followed regarding exempt and nonexempt employees. Employee classification will be defined on their job description. FLSA's definitions of exempt and nonexempt employees are as follows:

- Exempt employees: FLSA provides an exemption from both minimum wage and overtime pay for employees employed as executive, administrative, professional, outside sales, and computer professional employees. These exempt employees must meet certain tests regarding job duties and salary levels.
- Non-exempt employees: The exemptions provided by FLSA do not apply to "blue-collar" workers. These non-exempt employees are covered under the FLSA overtime rules.

#### **Employment Agreement**

*Certificated Personnel* – A contract shall be issued to certificated employees upon employment. The contract shall be deemed renewed and remain in full force and in effect unless otherwise amended, terminated or not renewed in accordance with ESU 13 Board policy and state law.

*Classified Personnel* – Notices of Appointment will be used to identify salary, benefits, and conditions of employment for Non-Exempt and Exempt employees. Renewal and addition of all classified personnel is considered as the need arises.

#### **Employee Background Check**

ESU 13 reserves the right to conduct background checks on applicants for employment. This is done to ensure that individuals who join ESU 13's workforce are well qualified, have a strong potential to be productive and successful, comply with their positions of trust, and have honestly presented their background and qualifications as outlined in the application materials.

### **Safe Driving Record Standard for Drivers (Board Policy-Article 6, Section 7)**

Each person who drives students in a small vehicle (car or van) other than a pupil transportation vehicle for an ESU 13 activity and who is not required to have a permit to operate a pupil transportation vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 20 years; or,
3. Reckless driving or willful reckless, within the immediate prior 20 years; or
4. Accumulation of 5 or more points under the motor vehicle operators' license point system, within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Administrator or Administrator's designee based on the nature and proximity of the offense as it relates to safe transportation.

Each person who drives an ESU 13 vehicle other than a pupil transportation vehicle and does not transport students in the vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. In the event the person's employment position required driving vehicles as a function of the person's employment, the employment may be terminated in the absence of a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 20 years; or,
3. Reckless driving or willful reckless, within the immediate prior 10 years; or
4. Accumulation of 6 or more points under the motor vehicle operators' license point system, within the immediate prior 4 years. In the event the person has accumulated 3, 4 or 5 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Administrator or Administrator's designee based on the nature and proximity of the offense as it relates to safe transportation.

The record of satisfactory driving standards shall apply to all new employees from and after adoption of this policy. Existing employees shall be subject to the same standards, provided that the Administrator or Administrator's designee may determine to permit an exception based on the existing employee's record of satisfactory driving while employed with ESU 13 and the nature and proximity of prior driving offenses as such offenses relate to safe transportation.

### **Orientation**

The ESU 13 Human Resources Manager will conduct appropriate orientation sessions for all new employees to review policies and procedures pertinent to the day-to-day operations.

### **Probationary Period (Board Policy - Article 4, Section 11.D.)**

All new classified employees shall be placed on a 60 day probationary period after which time the employee will either be placed on permanent status or terminated. The Administrator may determine that an employee will continue on probationary period for longer than 60 days if it would serve ESU 13's best interests.

### **Salary Negotiations**

At least annually, the Board shall give due consideration to the salaries and benefits to be offered to certificated personnel for the ensuing contract period, unless a multiple year negotiated agreement is in effect and has an

expiration date twelve (12) months or more into the future. Board consideration of salaries and benefits for directors and classified personnel is done annually. Any increase in wages approved by the Board for classified personnel will not be effective for any classified employees hired after May 1<sup>st</sup> of that year.

The negotiated agreement for certificated employees defines the salary schedule, base salary, initial placement, horizontal and vertical movement, extended contracts, and extra standards compensation. When requesting horizontal movement for the next school year, a **Request for Horizontal Advancement on the Salary Schedule (PER 4)** must be submitted by June 1st for budgeting purposes.

A copy of the negotiated agreement and classified wage scale may be found at the end of the Employee Handbook as well as on the ESU 13 website.

### **Benefit for Director-level Positions**

The Administrator may grant a benefit to ESU 13 Department Directors for additional responsibilities involved in leading and managing their respective departments as well as serving as department advisors to the Administrator (Leadership Team). The Board of ESU 13 may increase, decrease, or otherwise alter, amend or abolish this benefit if it deems necessary to do so in the best interest of ESU 13.

### **Resignations/Terminations**

Notice of non-voluntary termination of Classified employees:

- While two weeks notice should ordinarily be given prior to terminating the employment of classified personnel, the Administrator in his sole discretion may terminate any classified employment with or without advance notice and may, if he/she deems it advisable, suspend any classified employee with or without pay.

Voluntary termination for Classified Employees:

- Classified employees are expected to give at least two weeks prior notice in order to be terminated in good standing. Resignation notice will be submitted in writing to the immediate supervisor or Administrator.

Benefits - Termination for Classified Employees:

- Employees leaving voluntarily shall be paid for any vacation leave that has been earned but not used. Employees whether leaving voluntarily or involuntarily shall not be paid for any personal leave or sick leave that has been earned but not used.

### **Release from Contract (Board Policy - Article 4, Section 10)**

Request by any certificated employee for release from his/her contract will be granted if the request is made by April 30<sup>th</sup> and all current contract obligations are met.

Requests made after April 30<sup>th</sup> will be granted if one or more of the following conditions are met:

- a. A suitable and qualified replacement has been employed to fill the position.
- b. The conditions of the resignation are in the best interest of ESU #13.

### **Private Tutoring or Services (Board Policy - Article 4, Section 10)**

A professional employee may not provide private tutoring or professional services in exchange for compensation from a source other than ESU #13 or an ESU #13 member school without advance approval of the administrator:

1. to a child that the employee teaches or provides professional services in the course and scope of the employee's duties to ESU #13; or
2. in an ESU #13 facility or in an ESU #13 member school facility; or
3. during the employee's duty hours.

Professional employees who accept engagements to provide private tutoring or professional services are to make clear that the services are not being provided on behalf of ESU #13 to the extent the recipient of the services may in any way otherwise be caused to believe the services are provided through ESU #13.

**Non-Competition Clause**

In recognition of the contractual relationship which exists between ESU 13 and the local school districts for the provision of educationally related therapy services, an ESU 13 employee agrees not to enter into a private contractual agreement with any contracted local school district for the performance of services while employed at ESU 13.

**Policy Conflicts**

Employees serving schools contracting for ESU 13 services shall also comply with the policies of the schools served. Conflicts between school policy and ESU 13 policy will be resolved by the Administrator.

## **SECTION 4 - PAYROLL AND BENEFITS**

### **Compensation**

Salary payments are made to employees on or before the 15<sup>th</sup> of each month. Head Start employees working less than 240 days receive 10 equal installments, all other employees receive 12 equal installments. Total compensation is subject to mandatory payroll deductions and elected benefit deductions.

If approved by the Board, salary increases for classified employees shall take effect on September 1<sup>st</sup> of each year for the October payroll; classified personnel hired after May 1<sup>st</sup> of that year will not be eligible for an increase. If approved by the Board, salary increases for certificated and licensed employees will take effect with the September payroll each year.

### **Payroll Dates**

<b>Due Dates for Timesheets and Payroll Changes</b>	<b>Pay Dates</b>
August 29, 2023	September 5, 2023
September 29, 2023	October 5, 2023
October 28, 2023	November 3, 2023
November 28, 2023	December 5, 2023
December 20, 2023	January 5, 2024
January 27, 2024	February 5, 2024
February 27, 2024	March 5, 2024
March 29, 2024	April 5, 2024
April 28, 2024	May 3, 2024
May 29, 2024	June 5, 2024
June 26, 2024	July 5, 2024
July 31, 2024	August 5, 2024

### **Payroll Deductions/Employee Benefits**

#### **Income Tax and FICA**

Deductions are made from earnings for federal and state income taxes and/or social security as prescribed by state and federal regulations.

#### **Nebraska Public Employees Retirement System (NPERS)**

All employees who work at least 20 hours per week (July 1 – June 30) must belong to the Nebraska School Employees Retirement System. As a Member of the School Retirement System, you are required to contribute a percentage of your gross compensation. Under current law your contribution rate is 9.78%. ESU 13 is required by law to match the employee's contribution at the rate of 101%. For more information, visit <https://npers.ne.gov/>.

#### **Insurance**

Employees (at least .5 FTE) qualify for health, life and long-term disability insurance as specified below. ESU 13 also provides liability insurance coverage for all employees.

- Health and Dental Insurance – ESU 13 is part of the statewide Educators Health Alliance (EHA) through Blue Cross and Blue Shield of Nebraska (BCBSNE). Employees are offered a standard Preferred Provider



Organization (PPO) insurance plan with a \$1050 deductible, and a HDHP (High Deductible Health Plan) with a \$3,800 deductible combined with a Health Savings Account (HSA). ESU 13 does not contribute to the HSA. Each employee subscribing to the employer's provided health insurance receives an Employer contribution of up to \$500 per month, based on your FTE, for the purchase of insurance. You must subscribe to EHA to take advantage of this benefit. Premium payments in excess of \$500 will be deducted from your monthly paycheck.

Coverage will be effective the first of the month following the 1st day of work, unless that day is the first of the month, then coverage is effective on the first of that month. Selection of a family or individual plan must be made within 31 calendar days of hire. Employees employed on a part-time basis (but more than .5 FTE) receive the FTE equivalency of the benefit.

Qualifying Event - Adding new spouse, dependents, newborns: As long as BCBSNE receives the application within 31 days of the event, effective date will be the first of the month following receipt of the application.

COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) is the Consolidated Omnibus Budget Reconciliation Act of 1985, is a federal law that requires a group health and/or dental plan to allow a covered person to continue his or her group coverage under certain circumstances when coverage would otherwise terminate. The COBRA coverage may be for 18, 29, or 36 months, depending on the qualifying event. This notice is intended to inform you, in summary fashion, of your rights and obligations under Continuation Coverage provisions of the law. For more information, including a Notice of COBRA Continuation Coverage Rights, please visit

<https://www.dol.gov/agencies/ebsa/laws-and-regulations/laws/cobra>.

- Life Insurance – Insurance amount is determined by salary classifications listed below:
  - Class I (salary over \$20,000): \$20,000 Life Insurance
  - Class II (salary \$15,000 to \$19,999): \$15,000 Life Insurance
  - Class III (salary \$10,000 to \$14,999): \$10,000 Life Insurance
  - Class IV (salary less than \$10,000): \$5,000 Life Insurance
  - Optional employee paid life insurance available. For rates and options, contact the Human Resources Manager or Payroll Specialist.
- Long-term Disability Insurance – Insurance is provided in an amount equal to two-thirds (.667) of the salary to a maximum of \$7,500 per month after 30 calendar days of disability.
- Vision Insurance - Available as a voluntary benefit through Vision Service Provider (VSP).
- ESU 13's liability insurance policy covers employees in the performance of their duties and while traveling in ESU 13 vehicles.

### **Other Deductions**

Voluntary deductions can be made for legal tax sheltered annuities, savings plans, United Way, NSEA, and various other deductions specified by the employee.

### **Section 125 (Cafeteria Plan)**

Employees may elect to join this plan that allows the employee to set aside a portion of each paycheck into a tax-free spending account for dependent care and unreimbursed medical expenses. Eligible dependent care expenses include fees paid to daycare centers, nursery schools and private home care providers. Unreimbursed medical expenses include deductibles, co-insurance payments, office visits and prescription co-pays, dental expenses and vision care expenses. Employees who are part of the HSA health insurance plan are not eligible for Section 125.

### **Employee Assistance Program (EAP)**

Employees may participate in the EAP that offers short-term counseling services at no charge to the employee to work through personal problems such as marital conflicts, grief, stress, parenting issues, emotional difficulties, substance abuse, financial troubles, etc. In the event your counselor determines that you could benefit from long-term counseling, those expenses will become your responsibility.

### **Workers Compensation (WC)**

Employees injured in the course and scope of employment (but not willfully negligent at the time of the injury) are covered by WC insurance. The employee will complete an Employee's Report of Injury Form and submit to their immediate supervisor. The supervisor will fill out the Supervisor's Accident Investigation Form and give both forms to the Executive Administrative Assistant who will complete a First Report of Alleged Occupational Injury or Illness form and submit it to the Worker's Compensation carrier.

## **Work Schedules**

The regular office hours of ESU 13, including the times for lunch and breaks, will be set by the Administrator.

All employees are expected to arrive at work on time. Arriving to work "on time" means arriving at your worksite early enough to be ready and able to begin work at the employee's designated start time. Any employee who is consistently late may be disciplined up to and including termination of employment.

Within each department, lunch schedules may vary in length and will be staggered so each department always has office coverage. The Administrator shall have the discretion to direct that the lunch break be counted as part of the workday. For the benefit of the employee, the lunch break shall not be reduced to make up time absent during the day or work week. If you need an occasional longer lunch break for personal reasons, please visit with your immediate supervisor.

Non-Exempt Employee Break Time – Break time for non-exempt employees is 10 minutes in the morning and 10 minutes during the afternoon. Employees have the option to take break time. Break time cannot be "banked" or "saved" for any reason, such as extending your lunch break.

Each employee's workday depends on his/her position and assignment and may vary from department to department. An employee may be assigned or reassigned job duties at the direction of the employee's immediate supervisor. All employees are expected to perform their job duties diligently, faithfully and to the best of their abilities. Consequently, your Department Director and/or immediate supervisor will set your personal workday based on program needs. Phones must be covered in each department at all times, so lunch and break times may be different for employees working in different departments. For itinerant staff, your schedule will reflect the schedule of your assigned schools.

For employees working 12 months per year, but scheduled or contracted for less than 240 days, the work days will be scheduled by the Department Director, with input from the employee, but with the understanding the Department Director has final approval. After the work schedule is set, the schedule cannot be changed unless approved by the Department Director.

It is necessary for all staff members who do not report daily to the ESU 13 office to submit a schedule to your Department Director. Please keep your schedules current.

Staff are expected to be in their designated work area according to the work schedule provided by their immediate supervisor. Any deviation from your set workday must have prior approval from your supervisor. Deviations from your set workday without your supervisor's prior approval may result in a dock in pay and/or

disciplinary action. Non-exempt employees will be required to use the approved timesheets to document hours worked.

### **Timesheet Expectations**

- All non-exempt employees are expected to complete a timesheet and submit to their immediate supervisor or Department Director's designee.
- Any accrual of overtime requires prior approval by the immediate supervisor. Job-related activities performed by non-exempt employees outside the normal 40-hour work week (overtime, if granted) will be compensated by the employer.
- Time away from work cannot be made up without prior approval from the employee's immediate supervisor. If approval is granted, time must be made up the same week that it is taken.
- Time used for sick, personal, bereavement or vacation leave must be submitted on the employee portal and documented on the timesheet. Employees will be docked for any time used beyond the maximum leave allowed per year.
- Timesheets must be signed by the employee and the employee's supervisor and submitted by the due dates listed under the previously identified Payroll Dates.
- After approving timesheets, it is the responsibility of the supervisor or designee to turn completed timesheets into the Payroll Specialist.
- If accuracy of time is questioned, the supervisor will discuss the matter with the employee and make adjustments before the timesheet is provided to the Payroll Specialist. All adjustments must be initiated by the employee. Adjustments made to the time recorded will be reflected on the next month's paycheck.
- Timesheets submitted via email must be received by the designated due dates. Employees must type their name on the signature line, and the immediate supervisor will approve with a "reply all."
- Employees will document time on their timesheet each time they come to the workplace and each time they leave, including lunch break and doctor's appointments, personal errands, etc.
- Employees are not permitted to come in early, document the time on their time sheet, then linger around or socialize. This is referred to as "riding the clock," an action that can be cause for reprimand and even grounds for termination.
- If you miss a time documentation, employees are expected to take their timesheet to their immediate supervisor as soon as they realize their mistake. Supervisor will then write in the correct time and initial.
- Documented time should only be for the employee whose name is listed on the timesheet. It is not permissible to document time on a timesheet for others for any reason.
- Under the Fair Labor Standards Act, employees are not permitted to volunteer their time in a capacity that is the same as their position.

### **Snow Days**

In the case of hazardous weather conditions, the Administrator will notify ESU 13 employees (Phonevite) when ESU 13 offices are closed. Employees should listen to local media outlets or check their website for specific instructions.

If an employee's designated home office (Scottsbluff, Sidney, or Chadron) is closed, the employee should not travel to a member district. If a member school district is open and an ESU Office is closed, employees are encouraged to connect via Zoom, if possible.

If ESU 13 student programs and/or member districts are closed but the ESU 13 offices are still open, the following applies:

- Itinerant staff members – report to your designated office if your schools are closed.
- Student program staff members – report to your designated location if your student program is closed.

- All other staff members – report to the ESU.

A teleworker who is scheduled to be working at home on a day that is declared to be an inclement weather day is required to work at home as regularly scheduled unless a flex day has been requested and approved. A teleworker that is scheduled to be working at home on a day that is subject to a delayed opening for the primary work site is expected to work at home as scheduled and will not be eligible for the delay.

## **Leadership Team and Department Meetings**

The Administrator may select and appoint employees to the Leadership Team. The Leadership Team will meet regularly to discuss service unit and department progress, accomplishments, and planned activities. Through collaboration, the Leadership Team works to assist with problem solving and shared decision making, coordination of efforts, and program improvement and expansion.

Department meetings will be scheduled by each Department Director. Department Directors will accept agenda items for discussion from members of the department. Information from Leadership Team meetings may be utilized during Department Meetings and vice versa.

## **Leaves of Absence**

### **Sick Leave**

1. Employees designated on Schedules 3-6 shall be eligible for sick leave without loss of pay. This leave shall be cumulative from year to year not to exceed sixty (60) days.
2. Time granted under this leave may be used for personal illness or because of death or serious illness of the employee's immediate family. Immediate family shall mean husband, wife, children, parents, grandparents, grandchildren, sons-in-law, daughters-in-law, brothers, sisters, brothers-in law, sisters-in-law, or persons bearing the same relation to the spouse. Sick leave also includes step parents, step-brother, step-sister, and step-children and persons who are "in loco parentis", which include those currently with day-to-day responsibilities to care for and financially support a child, or in the case of an employee, who had such responsibility for the employee when the employee was a child.
3. Sick leave is granted at the rate of ten (10) days for employees working 185 days and twelve (12) days for employees working 240 days. Employees contracted to work more than 185 days and less than 240 days are granted one day of sick leave for each additional 30 days they work, or major portion thereof, e.g., an employee contracted for 205 days is granted eleven (11) days. Sick leave is accrued as follows:
  - Exempt employees are granted the total sick leave on the first day of employment.
  - Non-exempt employees will begin accruing sick leave upon the first day of employment.
4. For part-time employees, a day of sick leave is defined as the normal part-time working day; e.g., one day of sick leave for half-time employees is equal to one-half day. Sick leave is accumulated on a "day" basis; e.g., if an employee goes from full-time to part-time employment and had accumulated ten (10) days sick leave, then sick leave as a part-time employee would be ten (10) part-time days. If an employee changes from part-time to full-time employment, sick leave accumulated as a part-time employee increases to a full-time day.
5. If the Administrator so requests, employees claiming sick leave privileges shall file a doctor's certificate attesting to such illness. If the absence due to personal illness exceeds ten (10) days or more, the employee (if requested by the ESU 13 Board) shall submit to examination by a physician of the Board's choosing. Willful failure to submit such a physician's statement as requested or willful failure to submit to such an examination if requested shall constitute (at the Board's discretion) just cause to pursue appropriate actions needed to assure that the instructional services provided to children and youth served by ESU 13 are not diminished.

6. Unless re-employed within one contract or fiscal year, whichever is applicable, all leave so accumulated terminates upon resignation, retirement or termination of employment. If re-employed within one contract or fiscal year, the employee retains any sick leave earned but not used at the time of termination.
7. A salary deduction shall be made from the regular paycheck of any employee whose days absent due to illness exceeds accrued sick leave.
8. Employees will not be paid for unused sick leave upon closure of ESU 13 employment, except as stated in the Negotiated Agreement.
9. Requests for sick leave must be submitted to the immediate supervisor on the employee portal.

*Negotiated Agreement:*

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 (20) years of successful employment experience at ESU 13 will receive \$50 for each unused sick day for up to 30 days.*

**Personal Leave**

At the beginning of each year, each full-time employee working less than 240 days shall be credited with two (2) days of paid personal leave. Personnel employed less than full time will be eligible for personal leave in accordance with their FTE. Unused personal leave shall not accumulate. Classified employees hired after January 1 will receive one personal leave day in their first year of employment.

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

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.

**Vacation Leave**

1. All twelve-month certificated and director level employees will receive vacation leave on the first day of employment at the rate of twelve (12) days per year through their first five years increasing to eighteen (18) days per year if employed more than five years and allowed to accumulate to a maximum of thirty (30) days, unless otherwise specified in the employee contract.
2. All twelve-month classified employees working 240 days shall accumulate vacation leave at the rate of one (1) day per month upon hire and through their first five years, increases to one and one-half (1½) days per month if employed more than five years. Vacation leave is allowed to accumulate to a maximum of thirty (30) days.
3. All twelve-month classified and director level employees (Schedule 6) working a minimum of 20 hours per week (.5 FTE) will earn vacation leave in accordance to their FTE.

4. Twelve-month employees working 240 days will not receive personal leave.
5. Requests for vacation leave must be submitted in advance to the immediate supervisor on the employee portal.

### **Bereavement Leave**

Up to three (3) days of paid leave per occurrence shall be granted to 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.

### **Civil Leave**

1. Time in court as a plaintiff or as a defendant on a personal matter may be charged to vacation or personal leave, if available; if necessary, employees may take a leave of absence without pay.
2. In the event an employee is called for jury duty by any court of competent jurisdiction, the Administrator shall grant leave to perform such duty without loss of pay to the employee. Without loss of pay is to be interpreted as meaning the difference in pay between the employee's salary and compensation received for jury duty.
3. Employees who are subpoenaed to give testimony at proceedings which are not job related and are, therefore, not a part of the employee's assigned duties, may take leave of absence without pay for time absent from duty. Time absent from duty may be charged to vacation or personal leave if available. The Administrator is authorized to grant regular compensation or any portion thereof if leave taken under this policy without pay would, in the sound discretion of the Administrator, cause a hardship or would be unfair or unreasonable to the employee.
4. Employees, who are served with a work-related subpoena and/or who are required to appear in a matter on behalf of ESU 13 or in which official records for which they are responsible shall have to be produced in court, shall be paid for their attendance in court and shall receive appropriate expenses (travel, subsistence) from ESU 13 if such expenses are not paid by the court or another party.

### **Professional Growth Leave (Board Policy - Article 4, Section 10)**

1. It shall be the policy of ESU 13 to provide to each professional staff member the equivalent of two (2) days during each school year for activities relating to professional growth. For purposes of this policy, *two (2) days* shall mean organized or administratively directed activities over a period of hours equaling the total number of hours in a regular school day which shall mean the regular hours for certificated staff members assigned to the ESU 13 administrative office.
2. Every six (6) years permanent certificated employees shall give evidence of professional growth. Six (6) semester hours of college credit shall be accepted as evidence of professional growth or, in the alternative, such other activities as are approved by the Board, which may include, but are not limited to: educational travel, professional publications, workshops, conferences, webinars, and work on educational committees. Other professional development opportunities may be considered, providing that they are approved by the immediate supervisor.

### **Other Professional Leave**

1. Staff members asked to serve as consultants to outside organizations (not meant to include Nebraska ESUs) may do so if it is determined to be of direct benefit to and in the best interest of ESU 13 and according to the following provisions:
  - The requesting agency shall, unless the function is determined to be an "awareness session," reimburse ESU 13 the daily salary of the employee; travel, meals and lodging expenses shall be reimbursed directly to the employee.

- If the staff member receives a stipend above expenses, ESU 13 is to be reimbursed the daily cost of the staff member or the stipend received, whichever is less.
  - If the staff member performs consultation services on days that are not ESU 13 contract days, the financial arrangements are between the staff member and the requesting agency. However, the staff member is cautioned that supplies, equipment, materials, facilities owned by ESU 13 should not be used for this purpose.
2. With prior approval of the Administrator and/or Department Director, employees of ESU 13 may be released from duty to serve on accreditation teams in schools served by ESU 13.
  3. Any employee who is requested by a recognized state educational agency to serve on a work committee may also be granted leave for such work without loss of pay.

### **Discretionary Leave of Absence**

An employee of ESU 13 may apply to the Administrator for a leave of absence from duties. Such request must be submitted in writing and specify:

- The period of time the employee wishes to be absent from employment without pay and benefits.
- The reason(s) for requesting such absence.
- The day the employee will return to work.

The Administrator reserves the right to grant or deny such requests and make conditional provisions in writing before granting such requests. No leave of absence shall extend beyond one leave year. All discretionary leaves shall be without pay except as may be individually negotiated. Termination of employment may result if the individual fails to comply with the conditional provisions.

### **Family and Medical Leave Act (Board Policy – Article 4, Section 9.E)**

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

*An employee who seeks to take FMLA leave should notify the Human Resources Manager as soon as practical.*

### **Flex Time Leave**

Recognizing that occasionally it is in the best interest of ESU 13 for staff members to work beyond the normal workday, the policy in this matter may be to grant time off known as flex time. Flex time is not defined in the Fair Labor Standards Act (FLSA); therefore, flexible work schedules are a matter of agreement between the employer (or designee) and the employee. No employee shall have any right, or any expectation of any right, to earn any flex time. Instead, granting flex time is at the discretion of ESU 13 and subject to mutual agreement with each employee. Flex time will ordinarily be granted on an hour-for-hour basis. However, there may be circumstances where ESU 13 and the employee may agree to deviate from this standard practice.

Flex time may not be accumulated for drive time from the work location to the individual's home. All use of flex time must have prior approval of the department director and must be used within thirty (30) calendar days, unless otherwise approved by the department director. Flex time is noncumulative and non-reimbursable.

- Non-Exempt: Flex time is granted to those employees who are determined "non-exempt" employees as defined in FLSA.
- Exempt: Flex time may be granted to those employees who are determined "exempt" employees as defined in FLSA.

## **SECTION 5 - BUILDING, ORDERING/PURCHASING, VEHICLES, AND TRAVEL**

### **Building**

#### **Keys or Proximity Cards**

At the Chadron site, keys will be checked out to personnel who need access to the building through Chadron State College. At the Scottsbluff and Sidney site, employees will use proximity cards to gain access to the building. There is a \$10 replacement fee if the employee loses his/her card. In all other cases, keys will be checked out on an as-needed basis.

#### **Employee Use of Facilities (Personal or for Profit) (Board Policy - Article 3, Section 7)**

Employees shall not use ESU 13 facilities for personal use or profit without specific approval from the Administrator and subject to completion of the Facility Use Application & Agreement Form.

#### **Equal Access To and Use of Facilities and Equipment**

ESU 13 shall permit the use of Conference Rooms and equipment contained therein by Board members, employees, profit and non-profit organizations, member schools and LEAs subject to completion of the Facility Use Application & Agreement Form.

If you are the facilitator of a meeting scheduled in the ESU 13 building, it is your responsibility to work with the maintenance and custodial staff for room preparation and clean up after the meeting.

#### **Tobacco (Board Policy - Article 3, Section 7.B.)**

The use of tobacco products is prohibited in all buildings and all vehicles owned or under the control of ESU 13. Smoking is also prohibited in any outdoor areas where others may be affected by smoke, including areas near the entry of buildings.

For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (including electronic nicotine delivery systems), alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude adults from wearing non-visible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program.

#### **Handheld Communication Devices and Office Phones**

Use of personal cell phones, including wearable technology, may not be used when you have students or during instructional time as they are disruptive and interfere with quality student learning time. If there are extenuating circumstances and there needs to be a temporary exception to this procedure, please talk with your immediate supervisor.

Please refrain from making personal calls on office phones and/or personal cell phones; but, if you find it necessary to make the call at work, keep it as brief as possible.

ESU 13 employees, when operating a motor vehicle, shall not use cellular phones or similar electronic communication devices while holding it in their hand. They can only use it in a hands-free manner, such as speaker phone or voice commands, but never while holding it. However, when operating a motor vehicle to transport students, the driver may only use a cell phone or other communication device when safely pulled off the roadway for emergency situations only. Text messaging (reading, writing, sending) on any communication device during the operation of any student transportation vehicle is prohibited.



### **Maintenance/Custodial Requests**

If you need assistance with repairs, movement of equipment/furniture, modifications in physical plant, special custodial jobs, or rearranging to accommodate special circumstances, please ask the maintenance and custodial staff for assistance. Major modifications to the physical plant require the approval of the Administrator.

### **Personal Items at Work**

Personal items are the responsibility of the employee and will not be repaired, replaced, or reimbursed by ESU 13 if lost, stolen, accidentally or willfully damaged or destroyed. This policy includes all personal effects that are used in the classroom unless prior authorization for use and repair or replacement of the same has been given in writing by the Administrator or his/her designee.

### **Safety Committee (Board Policy - Article 4, Section 6.B.)**

It is the intention of the Safety Committee at ESU 13 to assist employees and administration in providing a safe working atmosphere in the job tasks and service provided to clientele. The Committee does not possess any authority in making decisions with regard to budget, employee discipline, repairing or replacing facility equipment or structures, nor does the committee take responsibility in employee failure to comply with policy and procedures. The Committee will make recommendations in each of these areas and express any concerns to the administrator, board, or pertinent supervisors and it shall be the responsibility of these persons to act or consider these recommendations. The Committee will keep all matters pertaining to specific employees (e.g., review of injuries or reports, complaints, etc.) in strict confidence.

### **Emergency Operations Plan**

ESU 13 has developed an Emergency Operations Plan that provides guidelines for implementing a safe and secure environment for all students, staff and visitors within the facility. This plan is reviewed annually by the Safety Committee and approved by the Board. An "Emergency Response Manual," which is an easy to use, flip chart, is available to every employee and provides directions for employees to follow during an actual emergency.

### **Fire Drills**

Per Section 15.7.1.2 of the NFPA 101-Life Safety Code, not less than one fire drill shall be conducted every month during the school year. It is mandatory that all staff evacuate the building during a fire drill. Fire escape plans have been posted throughout the building. Dates of drills and evacuation times are recorded by the school nurse and submitted to the office of the Nebraska State Fire Marshal at the end of each year. Fire drills are coordinated with the Department Director at the Harms Advanced Technology Center and Carpenter Center for student evacuation of those facilities.

### **Mail**

All incoming mail addressed to ESU 13 is opened by the Receptionist. Mail is delivered to the addressee by the Receptionist. If necessary, each Department is responsible to stamp the date received.

At the Sidney site, incoming mail will be placed in your mailbox as soon as possible after delivery from the post office.

Outgoing mail that is generated from ESU 13 for delivery to member districts will be delivered by the U.S. Postal Service, UPS or FedEx. All items should be accompanied by the name of the sending department in order that the proper department can be billed for postage. Larger items will be delivered by special arrangements.

If mail is placed in the outgoing basket by 11:00 AM, it will be mailed that day.

### **Production of Materials**

It is necessary to maintain copying, laminating, and other production costs for each department. Please document usage to the Professional Learning Department so that accurate program costs can be determined when the ESU 13 budget is being developed.

The hours for production of materials are as follows:

- 8:00 AM - 4:00 PM Monday-Friday

### **Staff Parking – Main Office**

Parking spaces in the circle drive are reserved for visitors and school people attending ESU conferences and meetings.

### **Asbestos**

Educational Service Unit 13 has completed and has on file at the Administration Office, each building's Asbestos Management Plan. This plan contains the results of all building inspections and response action necessary to either abate or encapsulate any asbestos-containing material. Each building plan is available for public inspection in the Administrator's office at the Scottsbluff Office (4215 Avenue I, Scottsbluff, Nebraska) and at the Sidney location (361 College Drive, Sidney, Nebraska).

## **Ordering/Purchasing**

When ordering supplies or other materials, submit a Requisition Entry on the Software Unlimited Web Link Site which will submit your requisition to your Department Director for approval. You must be given permission by your Department Director to be able to use the requisition area of the Weblink Site. When approval is given, a purchase order will be created which allows one of the ESU 13 Purchasing Agents to place your order.

Sometimes it is necessary to purchase supplies from local merchants utilizing an ESU 13 credit card. Complete a paper Requisition Form signed by your Department Director to obtain a credit card from the Executive Assistant to the Administrator at the Scottsbluff site or from the Office Manager at the Sidney site. Staple the receipt to the Requisition Form and submit to Accounts Payable for payment.

If an authorized purchase is made with personal funds, a signed receipt may be submitted to Accounts Payable for reimbursement purposes. If the amount of the purchase is small, you may submit your signed receipt to the Executive Assistant to the Administrator at the Scottsbluff site or to the Office Manager at the Sidney site for reimbursement from the Petty Cash Fund.

## **Vehicles**

### **Vehicle Check Out**

Vehicles must be checked out through the Receptionist at the Scottsbluff Main Office and through the Office Manager at the Sidney site.

#### **Check-out procedures at the Scottsbluff Main Office:**

1. Look at the check-out sheet in the front office or the tablet located in the garage key cabinet to see which vehicle has been assigned to you.
2. Employee key card will allow access to the side doors of the garage.
3. Obtain the corresponding key and key tag from the vehicle board. Move the key tag to the "out section" (meaning the car is currently in use).
4. Each vehicle will have a garage door opener for the overhead door for that bay; therefore, cars must be

parked in the same bay upon your return.

5. Return the key and the corresponding key tag to the vehicle board each night. This is very important! Please do not take the keys home with you.
6. Make sure that the vehicle you return has been refueled.
7. Notify the Receptionist if you do not need your assigned vehicle for that day. If you are in the building, simply remove your name from the check-out sheet.

#### Exceptions:

1. If it is necessary for you to drive your own car, notify the Receptionist as soon as possible.
2. If you have loaded the vehicle with materials and need to drive the same vehicle the following day, notify the Receptionist so that special arrangements can be made.
3. If you need an ESU vehicle for an extended period of time, notify the Receptionist so that special arrangements can be made.
4. Service providers on routine schedules should submit their schedules to the Receptionist for vehicle scheduling.

#### Check-out procedures at the Sidney Office:

1. Email Tech Support to get access to our Sidney check-out cars. Each car has its own Google Calendar.
2. In order for other staff to see appointments on your phone make sure you set up your calendar appointments as an Event not Appointment Slot.
3. When using the Event selection on the appointment you need to check the car calendar first to make sure the car is not already checked out because it will allow you to double book.
4. Title your calendar Appointment – Your Name-Location.
5. Make sure when you set up your Calendar appointment that you select the correct calendar, it is easy to select your personal calendar instead of a car calendar (use the drop down).
6. Obtain the car key from the vehicle board in the Office Manager's Office.
7. Return the key to the vehicle board each night.
8. Make sure the vehicle you return has been refueled.
9. If you do not need the assigned vehicle for the day, delete the calendar appointment and return the key to the vehicle board in the Office Manager's Office.

#### Procedure for vehicle “bumping”:

1. If you are scheduled to travel and all vehicles have been booked, the employee with a reserved vehicle with the shortest distance to drive will be “bumped.” If you are “bumped,” the ESU will reimburse you for your travel should you be required to use your personal vehicle.
2. All “bumping” happens through the Receptionist (or Executive Assistant to the Administrator in the absence of the Receptionist). Employees SHOULD NOT randomly “bump” other employees at their own discretion. This is to ensure that the employee being “bumped” has been informed of the change.

#### Vehicle Travel Logs

Detailed travel logs will be maintained which accurately and consistently record the mileage and purpose of all trips. Travel logs have been placed in all ESU vehicles for this purpose. If individual pages from the travel logs are full, remove that page from the notebook and give to either the Business Manager or the Receptionist.

#### Use of Vehicles

ESU 13 shall not permit the use of its vehicles by Board members, employees, profit and nonprofit organizations, members schools and LEAs unless the purpose of use is to conduct ESU 13 business.

## Travel

### Travel Policy (Board Policy - Article 4, Section 13)

- A. ESU #13 seeks to ensure efficiency and promote fiscal accountability for ESU #13 travel expenditures. It is expected that ESU #13 Board members, employees and volunteers will apply this policy in a manner that strives to keep expenses to a minimum and assigns the costs of business related travel appropriately.
- B. It shall be the policy of ESU #13 to permit and to authorize Board members, employees, and volunteers of ESU #13 to incur certain expenses authorized by law for travel to and from attendance at educational workshops, conferences, training programs, official functions, hearings, or meetings. This policy shall not pertain to employees incurring mileage or other travel expenses during the regular course and scope of employment.
- C. Travel expenditures shall be authorized by the Board provided the following conditions have been met:

- 1. Board Travel

The Board of ESU #13 will be invited to attend relevant educational workshops, conferences, training programs, official functions, hearings, or meetings. After administrator approval, transportation and lodging arrangements will be made through ESU #13. If a personal vehicle is used, mileage will be paid. If an ESU #13 credit card is not provided, meals and incidental expenses will be reimbursed upon submitting receipts.

- 2. Employee and Volunteer Travel

- a. Employees of ESU #13 and volunteers performing services under the supervision and at the direction of ESU #13 shall submit a *Travel Request Form* to the administrator for approval to attend any of the following: educational workshops, conferences, training programs, official functions, hearings or meetings. The purpose for attending will be detailed along with an estimated cost for travel and attendance relating to the event. It is necessary to submit the *Travel Request Form* at least 30 days before the dates of the trip. A copy of the *Travel Request Form* will be returned to the attendee after the Administrator has approved the trip.
- b. Staff should use an ESU #13 credit card to make registration and advance hotel accommodations, when possible. These cards are available through the Administration office and can be used for pre-approved business expenses associated with ESU #13 travel. Then, an ESU #13 credit card can be signed out, with advanced approval of the Board and/or administrator, and used to pay for meals and other pre-approved expenses during the trip. The credit card should be returned to the Administration office within two business days following the return from travel.
- c. A physical or scanned copy of all related expenditure receipts must be given to the appropriate business office. A travel envelope will be available upon request. In addition, attach a copy of the conference brochure and/or the meeting agenda when submitting the travel documentation. A reimbursement check will be issued if out-of-pocket expenses are listed.

- d. Expenses for an individual who will not participate in or attend the event should not be charged with the ESU #13 credit card.
- e. All receipts must be itemized and imprinted with the name of the establishment.
- f. Purchases within the State of Nebraska are exempt from Nebraska sales, use and lodging tax.
- g. Any employee who incurs expenses that are inconsistent with this policy or otherwise not pre-approved by the administrator or Board will be required to reimburse ESU #13 for said expenses. If the administrator determines that an employee abused the use of the ESU #13 credit card, the administrator has the discretion to terminate said employee's employment.

D. Travel expenditure categories

1. Airfare

- a. Transportation connected with ESU #13 business travel should be purchased at the lowest reasonable coach/economy fare that meets business needs.
- b. First class airfare is not permitted to be purchased.
- c. Economy plus, seating upgrades, or pre-boarding options are not permitted to be purchased with ESU #13 resources.

2. Personal Vehicle

- a. Use of a personal vehicle is permitted, with approval, or if there is no ESU #13 vehicle available.
- b. Reimbursement for use of a personal vehicle is based on the IRS standard mileage rate.

3. Lodging

- a. ESU #13 has set up direct bill arrangements with many hotels in Nebraska. Overnight lodging in Nebraska should be arranged with one of these hotels. The direct bill method is required for hotel expenses in Nebraska. Government rates and/or most economical rates should be obtained whenever possible.
- b. This policy does not apply if the employee is attending a convention or meeting and there is a negotiated meeting rate at the host hotel. However, the employee should obtain an Exemption Permit for use of the Credit Card from the Administration Office prior to making the reservation.
- c. If employees charge non-room incidentals to the lodging bill, detailed documentation must be provided (see C2c.)

4. Transportation

- a. Detailed documentation needs to accompany the receipt for parking fees, toll fees, taxi and other transportation services.

5. Meals

- a. No claims may be made for alcoholic beverages.

- b. Meals cannot be claimed if they are provided as part of the workshop, training, or meeting.
- c. Accounting for Meals, Lodging and Other Travel Expenses

- 1) One Day Travel

Breakfast – Breakfast on the day of the trip can be claimed only if departure is at or before 6:30 AM.

Lunch – Lunch can be claimed if it is “on your own” and you are required to be at the event, and the event is not located in the community where you reside or the community of your normal work assignment.

Supper – Dinner on a one day trip can be claimed only if return is at or after 7:00 PM.

- 2) Meals for a trip with an overnight stay:

Breakfast – Breakfast can be claimed only if departure is at or before 6:30 AM or following an overnight stay.

Lunch – Lunch can be claimed if:

- a) on day of departure if at or before 11:00 AM
- b) on day of return if at or after 2:00 PM
- c) on other full days with overnight stay

Supper – Supper can be claimed only if return is at or after 7:00 PM.

Employees are responsible for reasonableness of all meal charges. Meal receipts must include a detailed breakdown of charges and must be submitted as part of the *Travel Request*.

### **Travel Coordination**

ESU 13 staff members travel to a number of trainings/conferences/meetings across the state. To ensure the efficient and effective use of ESU 13 resources, Department Directors (or designees) will make all travel arrangements including registrations.

In addition to the above mentioned Board Travel policy, please adhere to the following travel request guidelines:

1. Make sure the travel request is filled out completely and signed by the Department Director and Administrator.
2. If registration is required, include registration information and the meeting agenda if available. If online registration is required, include the web address and registration receipt. Make a copy of the travel request (and supporting documentation) and submit it to the Business Office.
3. If an ESU vehicle is required, notify the Receptionist at the Scottsbluff site so that one is reserved for you.
4. It is your responsibility to obtain an ESU credit card from the Executive Assistant to the Administrator at the Scottsbluff site or the Office Manager at the Sidney site before departure.
5. Travel receipts (including itemized receipts for food and beverages) must be submitted to the Business Office at the Scottsbluff site or the Office Manager at the Sidney site in a timely manner.

## Mileage

An employee authorized to use a personal vehicle for ESU 13 business will be reimbursed for use of the vehicle. Employees will submit a monthly Mileage Reimbursement Claim Form (BA 1) for reimbursement purposes for travel within ESU boundaries. The mileage rate will be equal to the rate established by the Internal Revenue Service Code. Mileage reimbursement shall be computed as follows:

1. Employees are assigned a home base from which mileage will be paid.
2. If an ESU 13 vehicle is not available, employees will be reimbursed for all miles driven from their home base to and from any subsequent assignments during the day, unless otherwise approved by an employee's Department Director.
3. Employees will be paid mileage from their last assignment to their home base each day.
4. For services contracted outside the ESU 13 boundaries, items (2) and (4) apply for mileage reimbursement.
5. Mileage paid to an employee will never exceed "round trip mileage."
6. Employees residing out of state or out of the ESU 13 service area and approved to work from home, will be paid mileage starting at the boundary line of the ESU 13 service area.

**Note: Personal vehicles should only be used when an ESU vehicle is not available or when special arrangements have been made with the Department Director in advance of the travel. ESU 13's liability insurance policy does not cover your personal vehicle.**

## Home Base Placement

Because ESU 13 activities are extended to a broad geographical area surrounding Scottsbluff, it shall be the policy of ESU 13 to, whenever possible, secure staff residing in or near the schools such staff will be serving. To this extent, the Administrator shall designate a home base for each employee and all mileage reimbursement will originate from the designated home base of the employee. All necessary travel to the designated home base shall be the responsibility of the employee. All required staff travel from the designated home base to ESU 13 assigned activities shall be eligible for mileage reimbursement as provided in the mileage section of Board policy.

## Courtesy Fund

Contributions:

- Suggested contribution each semester is \$10. Please submit your contribution to the Executive Assistant to the Administrator (Scottsbluff Office) and the Office Manager (Sidney Office). Suggested contribution dates:
  - First semester – on or around September 1st.
  - Second semester – on or around January 1st.

Acknowledgements:

- Death – employee or immediate family (plant or flowers or donation to memorial fund). Definition of immediate family for this purpose is employee's spouse/significant other, parents and children.
- Hospitalization – employee (plant or flowers or gift certificate)
- Birth – employee (gift certificate)
- Wedding – employee (gift certificate)
- Retirement – employee (\$50 gift certificate, card, cake and punch). Employees are welcome to bring personal retirement cards.

Contacts: The Executive Assistant to the Administrator is the contact person in Scottsbluff and the Office

Manager in Sidney. Inform them of a death, hospitalization, birth, wedding, retirement or employee leaving. It will be the responsibility of the Department Director or his/her designee to get this information to them.



## **SECTION 6 - PROFESSIONALISM**

### **Conditions of Professionalism**

As a condition of employment, all employees of ESU 13 are accountable for their personal, professional and ethical behavior within ESU 13 as set forth in this handbook. As employees of ESU 13, we are in the position of trust and, as such, must utilize sound judgment in the application of our organizational standards. This includes representing ESU 13 in a professional manner at all times by applying the highest standards of ethical behavior, appropriate conduct and professional attire in everything we do. Everyone at ESU 13 has a responsibility for building and maintaining an environment of respect which includes being considerate in how we communicate and interact with each other. In addition, all student and staff information, and other confidential or non-public information, is to be handled properly in order to protect it from inappropriate access, use and disclosure. All staff members shall be responsible for promoting a positive, professional environment at ESU 13.

The ESU 13 Board recognizes the need for continued professional growth on the part of the certificated employees. To meet the professional growth requirements of Nebraska State Statute 79-830, designated professional activities will be approved as evidence of professional growth by permanent certificated employees covered under the statute. If a certificated employee fails to give evidence of professional growth as required in the statute and defined as “just cause”, the ESU 13 Board, by a vote of the majority of its members, may determine that a certificated employee’s contract be terminated. A form entitled Personal Growth Plan may be found on the ESU 13 website by clicking the clipboard below ESU 13 Staff Resources. The Professional Growth Record of Activities is the second page of that form. Leaves of absence for professional reasons are defined in Part II of this handbook (Leaves of Absence).

### **Examples of Professionalism**

#### **ESU 13 Employees Serving on the Instructional Faculty of a School**

It shall be the policy of ESU 13 to coordinate and cooperate with all school districts receiving services through ESU 13 employees serving on the instructional or service faculty of a school. Such coordination and cooperation shall consist of accommodating reasonable requests from the administration of such school to the extent that any such coordination would be non-violative of any statute, rule or regulation or collective bargaining contract or individual contract of any employee of ESU 13. This policy shall be modified to be in conformity with such statute, rule or regulation, collective bargaining agreement, or individual employment contract.

#### **Professional Membership**

Your membership in professional organizations is not required; however, it is suggested that you should become a member of a professional organization dealing with your particular discipline. If you work very closely with teachers, you may want to consider membership in a professional organization.

#### **Staff Relationship**

Since the ESU is by nature one of service, it is extremely important that operations proceed smoothly and efficiently. If you can suggest a way of improving services, please do so. It is absolutely essential that we become known as a closely-knit team of experts who know their business and are concerned only with performing that business. The distinguishing character and attitude of a single department permeates throughout the Unit. Your successes (and failures) are viewed as ESU successes (and failures). We will all be diminished by malicious, derogatory comments made by one employee about a fellow employee.

### **Dress**

Discretion in style of dress and behavior is essential. All employees are required to dress in appropriate attire according to their job assignment. Staff who are assigned to work in a school district must adhere to the dress code of that building. The appearance of employees reflect on ESU's image; therefore, please use good judgment in your choice of work clothes and remember to conduct yourself at all times in a way that best represents you and ESU 13.

### **Cellular Phones Owned by ESU 13**

Cellular phones checked out to ESU 13 employees should be used for official business purposes only and calls should be kept as brief as possible. Use good judgment when using a cellular phone while driving.

ESU 13 employees, when operating a motor vehicle, shall not use cellular phones or similar electronic communication devices while holding it in their hand. They can only use it in a hands-free manner, such as speaker phone or voice commands, but never while holding it. However, when operating a motor vehicle to transport students, the driver may only use a cell phone or other communication device when safely pulled off the roadway for emergency situations only. Text messaging (reading, writing, sending) on any communication device during the operation of any student transportation vehicle is prohibited.

## **Performance-Based Staff Evaluation**

The Board of ESU 13 hereby establishes a performance-based evaluation system as a continuous process of formative and summative evaluation activities that are designed to promote professional growth and development for the certificated and classified employees of ESU 13.

The components of the evaluation process are identification of job related expectations, documentation of performance, conferencing about performance and the opportunity for improvement of performance. The activities of each component will be designed to promote fairness, objectivity, and mutual trust and respect.

To help assure that a performance-based evaluation system is developed and maintained under this policy, ESU 13 will provide the time, resources and training necessary for the effective implementation, operation and evaluation of the performance-based evaluation system. With this commitment on the part of ESU 13, the evaluation system is expected to make a positive difference in the educational services provided to schools served.

## **Personnel Files**

A personnel file is maintained on each employee. These files contain documentation regarding all aspects of the employee's tenure with ESU 13; e.g., performance appraisals, admonishments and commendations. To ensure that each personnel file is up to date, please notify the Human Resources Manager of any necessary changes or additions. It shall be the policy of ESU 13 to follow state statute regarding personnel files.

Personnel records shall be maintained on all current employees.

- All written materials other than pre-employment and job promotion materials in the individual's personnel file shall be available for inspection by the employee in the presence of the Administrator or his/her designee.
- The employee may authorize other persons to have access to the employee's file if so requested in writing.

- The employee shall have the right to attach a written response to any item in the employee's file. Such access and right to attach a written response shall not be granted with respect to any letters of recommendation solicited by the employer which appear in the file.
- ESU 13 shall comply with the requirements of the rights and privacy regulations governing inspection and review of personally identifiable data maintained on each employee, past or present, of ESU 13.
- Records of personnel who resign, retire, are terminated, or non-renewed from employment with ESU 13 shall be retained in a manner that complies with the Nebraska Records Management Act.

## **Complaint and Grievance**

### **Grievance Procedures (Board Policy - Article 5, Section 1)**

It is the intent of the Board of ESU 13 that potential areas of conflict and equitable solutions to problems which may arise affecting the welfare or working conditions of employees of ESU 13 be resolved at the lowest possible administrative level. In keeping with the goal to maintain high staff morale and increased effectiveness of employees, the Board has adopted a formal procedure for resolving complaints and grievances.

## **Community Relations**

The Board of ESU 13 recognizes political activity in our democratic society as legitimate and necessary. The Board will, at its discretion, take positions on political issues, which are likely to affect the educational process, but not on non-educational political issues.

The Board requires that staff members who desire to seek public office or to engage in other political activity likely to interfere with their normal work requirements seek prior Board approval so that necessary work adjustments can be made.

In order to guard against placing students or staff members under undue pressure to adopt particular positions on political issues, the Board directs that employees avoid using their positions or their access to school materials or facilities for solicitation, promotion, recruiting or to otherwise work for the election or defeat of any candidate for public office or to influence the outcome of an election or a decision by a governing body on a political issue. Specifically, employees are restricted from the use of the following for such purposes: (1) their position; (2) classrooms, buildings or facilities; (3) students, and (4) ESU 13 equipment, materials, mailing system, and technology resources such as the web page, fax, e-mail, or distance learning system.

These restrictions do not apply to employees who are engaged in authorized lobbying activities on behalf of ESU 13. The restrictions also do not apply to the distribution of employee-association correspondence or newsletters in the normal course of association business, even though those communication media may contain information concerning adopted positions of the association on political issues.

## **SECTION 7 - ACCREDITATION AND UNIT IMPROVEMENT**

### **ESU Accreditation**

#### **Improvement and Evaluation (Board Policy - Article 3, Section 3)**

ESU 13 will develop and implement a continuous improvement process to promote quality learning, equity, and accountability. This improvement process will include, but is not limited to, the following activities within each five-year period: review and update of a mission and vision statement; on-going collection and analysis of aggregate data about student performance, programs, core services and services, demographics, and school district satisfaction; identification of annual improvement goals based on such data; development and implementation of a plan that includes procedures, strategies, or actions to achieve goals; and annual evaluation of progress toward improvement goals.

### **Unit Improvement**

ESU 13 is committed to continuous improvement through implementation of a Unit Improvement Plan.

#### **Steering Committee**

A committee of various staff members, representing ESU Departments, who collaborate with the Leadership Team to lead the continuous improvement process and organize the plans for quarterly Unit Improvement Days.

#### **Unit Improvement Committees**

Following the annual staff survey, internal improvement committees were created as problem-solving teams to address issues raised, to increase the lines of communication, to utilize the strengths and expertise of all staff members, and to share the responsibilities and workload involved with the continuous improvement process. Representatives from all departments serve on the committees. Committee meetings are held in conjunction with the four scheduled inservice days. Agendas and minutes of committee meetings are placed on the public drive for all to read.

#### **Unit Improvement Committee Process**

- Open meeting with introductions (at all sites if video conference meeting)
- Ask for additions to the agenda
- Name a recorder, time-keeper, and norms keeper
- Ask for any additions to the norms
- Old Business:
  - Review any progress made on issues discussed at earlier meetings
  - Celebrate progress
  - List action items. Determine responsibility to accomplish needed action and report
- New Business
  - Discuss new issues
  - Assign collection of information regarding new issues and determine timeline
  - Make recommendations
- Share summary of meeting and/or recommendations with the Leadership Team
- Email action items and minutes to committee members and post on the public drive for all to read

#### **Unit Improvement Committee Types**

**Leadership Team (Department Directors):** Focuses on service unit and department progress, accomplishments, and planned activities. Through collaboration, the Leadership Team works to assist with problem solving and shared decision making, coordination of efforts, and program improvement and expansion.

Other Unit Improvement committees were established to align to data collected from the annual internal staff survey. (Exception: The Safety Committee is required by law to hold quarterly meetings and will continue every year.) Each Unit Improvement committee is facilitated by a Department Director who develops the agenda based on Steering Committee recommendations and seeks input from staff members. The ESU Administrator is invited to be an integral part of each committee.

## **SECTION 8 - NEGOTIATED AGREEMENT 2023-2025**

This Agreement is made and entered into this 17th day of January 2023 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 "the 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.**
- 2. 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.**
- 4. The agreement shall be reduced to writing, submitted to the Board and the Association for ratification. Both parties shall sign the document following ratification.**

### **ARTICLE I - Association Rights**

#### **A. Association Use of ESU #13 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 Use of Facility guidelines.

The Association shall be allowed the use of Unit equipment including computers, copiers, audio-visual equipment, and standard office equipment, provided that the Board may assess the Association a reasonable fee for expendable supplies 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, etc. Such use shall not cause unnecessary interruption of the education program of the Unit.

### **ARTICLE II - Grievance Procedure**

ESU #13's current Grievance Procedure can be found in 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**

The base salary for the 2023-2024 school year shall be \$38,722.

The base salary for the 2024-2025 school year shall be \$XX,XXX.

For the 2023-2024 and 2024-2025 school years, the total package shall increase by 4.5% 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 dental 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 dental 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, 2022) 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 2023-2024 year. The same process will be used for the 2024-2025 year based on the faculty positions in place as of October 1, 2023.

## **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:

<b>School Psychologists</b>	<b>35% of base salary</b>
<b>Speech Pathologists with National Certification</b>	<b>30% of base salary</b>
<b>Speech Pathologists</b>	<b>15% of base salary</b>
<b>Physical Therapist</b>	<b>15% of base salary</b>
<b>Occupational Therapist</b>	<b>15% of base salary</b>

**ARTICLE IV - Annuities and Insurance**

**A. Flat Salary**

The flat salary amount for 2023-2024 shall be \$783.33 per month and for 2024-2025 shall be \$866.67 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 Dental Insurance**

The Board offers an insurance plan to employees who wish to carry insurance in the EHA (Educators Health Alliance) health and dental insurance, \$1050 Deductible and the \$3800 HSA-Eligible. The Dental Plan option is PPO-100% A, 75% B, 50% C Coverage-Option 2.

The employer contribution toward the cost of the health and dental plan for the contract period shall be at least \$500.00 per month, but not less than 60% of the premium for a single health and dental plan.

Health = \$802.22 + Dental Single = \$29.54      Total= \$831.76 X .60 = \$500.00 Benefit toward insurance cost

**C. Life Insurance**

\$20,000 of Life Insurance is provided for staff whose salary exceeds \$20,000 per year.

**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 employees covered by this Negotiated Agreement. For the 2023-2024 and 2024-2025 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**



Request by any certificated employee for release from his/her contract will be granted if the request is made by April 30th and all current contract obligations are met.

Requests made after April 30th will be granted if one or more of the following conditions are met:

- a) a suitable and qualified replacement has been employed to fill the position
- b) the conditions of the resignation are in the best interest of ESU13.

## **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 days paid sick leave allowance. Employees contracted to work more than 185 days and less than 240 days are granted one day of sick leave for each additional 30 days they work, or major portion thereof. The unused portion of such allowance shall be accumulated from year to year up to 60 days.

Employees who resign with at least 20 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 two 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 five days before taking such leave (except in the case of emergencies). Requests for personal leave must be submitted to the immediate supervisor on the employee portal.

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 days of personal leave with pay. Employees contracted to work more than 185 days and less than 240 days are granted one day of personal leave for each additional 30 days they work, 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 12 days per year if employed from one to five years increasing to 18 days per year if employed more than five years to a maximum of 30 days.

### **D. Bereavement**

Up to three 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, seNice, 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 2023-2024 school year and shall continue in effect until August 31, 2025.

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**

By \_\_\_\_\_

By \_\_\_\_\_

**Its President**

**Its President**

By \_\_\_\_\_

By \_\_\_\_\_

**Its Chief Negotiator**

**Its Chief Negotiator**

**ADDENDUM TO THE 2023-2024 & 2024-2025 Negotiated Agreement BY AND BETWEEN THE EDUCATIONAL SERVICE UNIT NO. 13 BOARD OF EDUCATION, AND THE EDUCATIONAL SERVICE UNIT NO. 13 EDUCATION ASSOCIATION**

THIS ADDENDUM to the “2023-2024 & 2024-2025 Negotiated Agreement” is made by and between the Board of Educational Service Unit No. 13, in the County of Scotts Bluff, in the State of Nebraska (hereinafter referred to as the “Board”), and the Educational Service Unit No. 13 Education Association, Certified Collection Bargaining Agent (hereinafter referred to as “Association”) as follows:

**WHEREAS**, the Board and Association entered into a Negotiated Agreement, providing the terms and conditions of compensation for members of the bargaining unit during the 2023-2024 & 2024-2025 school years; and

**WHEREAS**, the Board and Association jointly desire to amend said Negotiated Agreement to address a one-time Return and Educate Retention Incentive.

**WHEREAS**, the parties acknowledge that fundings into the future for these payments are uncertain, and therefore, Educational Service Unit No. 13 cannot guarantee these funds beyond those dates set forth below.

**WHEREAS**, any payment made pursuant to this Agreement creates no property right in continuing employment.

**NOW, THEREFORE**, the Board and Association agree that the “2023-2024 & 2024-2025 Negotiated Agreement” should be and is hereby amended as follows:

Educational Service Unit No. 13 shall pay a stipend to Head Start certified employees for the 2023-2024 school year as follows:

- a. Each Head Start certified employee who has been employed for less than one year as of March 1, 2023 shall receive a one-time stipend in the amount of \$1,500.00, the amount prorated for each month worked, payable by June 30, 2023.
- b. Each Head Start certified employee who has been employed a minimum of one year and less than five years as of March 1, 2023 shall receive a one-time stipend in the amount of \$2,250.00, payable by June 30, 2023.
- c. Each Head Start certified employee who has been employed more than five years as of March 1, 2023 shall receive a one-time stipend in the amount of \$3,000.00, payable by June 30, 2023.

The Education Service Unit shall pay a stipend to all other Educational Service Unit No. 13 certified employees for the 2023-2024 & 2024-2025 school years as follows:

- a. Each full-time certified employee who has been employed with Educational Service Unit No. 13 less than a year as of July 1, 2023 shall receive a one-time stipend in the amount of \$750.00, the amount prorated for each month worked, payable by

September 30, 2023.

- b. Each full-time certified employee who has been employed with Educational Service Unit No. 13 a minimum of one year and less than five years as of July 1, 2023 shall receive a one-time stipend in the amount of \$1,225.00, payable by September 30, 2023.
- c. Each full-time certified employee who has been employed with Educational Service Unit No. 13 more than five years as of July 1, 2023 shall receive a one-time stipend in the amount of \$1,500.00, payable by September 30, 2023.
- d. Each full-time certified employee who has been employed with Educational Service Unit No. 13 less than a year as of July 1, 2024 shall receive a one-time stipend in the amount of \$750.00, the amount prorated for each month worked, payable by September 30, 2024.
- e. Each full-time certified employee who has been employed with Educational Service Unit No. 13 a minimum of one year and less than five years as of July 1, 2024 shall receive a one-time stipend in the amount of \$1,225.00, payable by September 30, 2024.
- f. Each full-time certified employee who has been employed with Educational Service Unit No. 13 more than five years as of July 1, 2024 shall receive a one-time stipend in the amount of \$1,500.00, payable by September 30, 2024.

Any certified employee who receives a stipend as set forth above who does not maintain employment with Educational Service Unit No. 13 through the remainder of the 2023-2024 contract year shall refund to Educational Service Unit No. 13 the stipend received within 30 days of separation from Educational Service Unit No. 13.

All other provisions of the “2023-2024 & 2024-2025 Negotiated Agreement” shall continue in effect without alteration or change.

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**

By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its Chief Negotiator

By: \_\_\_\_\_  
Its Chief Negotiator

**NEGOTIATED AGREEMENT SALARY SCHEDULE 2023-2024**

Year	BA+00	BA+09	BA+18	BA+27	BA+36
1	\$38,722	\$40,368	\$42,013	\$43,659	\$45,305
2	\$40,368	\$42,013	\$43,659	\$45,305	\$46,950
3	\$42,013	\$43,659	\$45,305	\$46,950	\$48,596
4	\$43,659	\$45,305	\$46,950	\$48,596	\$50,242
5	\$45,305	\$46,950	\$48,596	\$50,242	\$51,887
6		\$48,596	\$50,242	\$51,887	\$53,533
7		\$50,242	\$51,887	\$53,533	\$55,179
8		\$51,887	\$53,533	\$55,179	\$56,825
9			\$55,179	\$56,825	\$58,470
10			\$56,825	\$58,470	\$60,116
11			\$58,470	\$60,116	\$61,762
12				\$61,762	\$63,407
13				\$63,407	\$65,053
14				\$65,053	\$66,699
15					\$68,344
16					\$69,990
17					\$71,636
18					\$73,281

Flat Salary \$9,400/year

SLP 1<sup>st</sup> Year: 15% on Base / SLP Ntl Cert: 30% on Base

OT/PT: 15% on Base

School Psyc: 35% on Base

***\*The Flat Salary amount of \$9,400/year is not included in the above amounts.***

Year	MA+00	MA+09	MA+18	MA+27	MA+36	SP+00
1	\$45,305	\$46,950	\$48,596	\$50,242	\$51,887	51,887
2	\$46,950	\$48,596	\$50,242	\$51,887	\$53,533	\$53,533
3	\$48,596	\$50,242	\$51,887	\$53,533	\$55,179	\$55,179
4	\$50,242	\$51,887	\$53,533	\$55,179	\$56,825	\$56,825
5	\$51,887	\$53,533	\$55,179	\$56,825	\$58,470	\$58,470
6	\$53,533	\$55,179	\$56,825	\$58,470	\$60,116	\$60,116
7	\$55,179	\$56,825	\$58,470	\$60,116	\$61,762	\$61,762
8	\$56,825	\$58,470	\$60,116	\$61,762	\$63,407	\$63,407
9	\$58,470	\$60,116	\$61,762	\$63,407	\$65,053	\$65,053
10	\$60,116	\$61,762	\$63,407	\$65,053	\$66,699	\$66,699
11	\$61,762	\$63,407	\$65,053	\$66,699	\$68,344	\$68,344
12	\$63,407	\$65,053	\$66,699	\$68,344	\$69,990	\$69,990
13	\$65,053	\$66,699	\$68,344	\$69,990	\$71,636	\$71,636
14	\$66,699	\$68,344	\$69,990	\$71,636	\$73,281	\$73,281
15	\$68,344	\$69,990	\$71,636	\$73,281	\$74,927	\$74,927
16	\$69,990	\$71,636	\$73,281	\$74,927	\$76,573	\$76,573
17	\$71,363	\$73,281	\$74,927	\$76,573	\$78,218	\$78,218
18	\$73,281	\$74,927	\$76,573	\$78,218	\$79,864	\$79,864

Flat Salary \$9,400/year

SLP 1<sup>st</sup> Year: 15% on Base / SLP Ntl Cert: 30% on Base

OT/PT: 15% on Base

School Psyc: 35% on Base

***\*The Flat Salary amount of \$9,400/year is not included in the above amounts.***

## **SECTION 10 - EMPLOYEE CLASSIFICATION SCHEDULES**

Educational Service Unit No. 13 employs personnel with various degrees, education, and experience. Therefore, ESU 13 employees have been divided into classifications that generally define conditions of their employment.

### **Schedule 1 - Hourly Employee**

1. Positions include employees who are hired on an hourly basis as the need arises.
2. Salaries are computed on the basis of the exact number of hours worked.
3. No paid holidays.
4. No paid vacations.
5. No sick, personal, vacation or bereavement leave.
6. No fringe benefits.

### **Schedule 2 - Daily Employee**

1. Positions include employees who are hired on a daily basis as the need arises.
2. Salaries are computed on the basis of the exact number of days worked.
3. No paid holidays.
4. No paid vacations.
5. No sick, personal, vacation or bereavement leave.
6. No fringe benefits.

### **Schedule 3 - Less than 240 Day Employees**

1. Positions include 0.5 to 1.0 FTE, less than 240 days.
2. Qualifies for sick, personal, and bereavement leave upon hire date. Accrual rate based on FTE. Director designation receives leaves up front.
  - Sick: Ten (10) sick days are granted at the rate of one day per month. Cumulative to 60 days. Employees contracted to work more than 185 days and less than 240 days are granted one day of sick leave for each additional 30 days they work, or major portion thereof, e.g., an employee contracted for 205 days is granted eleven (11) days
  - Personal Days: Two (2) personal days of leave each year. Individuals who are working extended contracts shall receive one additional personal leave day for each 30 work days, or major portion thereof. Not cumulative.
  - Bereavement: Up to three (3) days leave may be granted with pay for each bereavement.
3. Qualifies for fringe benefits (health, dental, life, and LTD insurance and retirement plan) on the first of the month following the 1<sup>st</sup> day of work, unless that day is the first of the month, then coverage is effective on the first of the month. Health insurance premiums if not paid during summer months must be paid in advance by the employee if coverage is desired.

### **Schedule 4 - Negotiated Agreement for Certificated and Licensed**

1. Positions include employees required to have Nebraska certification and/or licensure for their particular position. Terms of employment are defined in the Negotiated Agreement or in the Notice of Appointment.
2. Qualifies for sick, personal, and bereavement leave upon hire date. Accrual rate based on FTE.
  - Sick: Ten (10) sick days are given up front. Cumulative to 60 days. Employees contracted to work more than 185 days and less than 240 days are granted one day of sick leave for each additional 30 days they work, or major portion thereof, e.g., an employee contracted for 205 days is granted eleven (11) days



- Personal Days: Two (2) personal days of leave each year. Individuals who are working extended contracts shall receive one additional personal leave day for each 30 work days, or major portion thereof. Not cumulative.
  - Bereavement: Up to three (3) days leave may be granted with pay for each bereavement.
3. Qualifies for fringe benefits (health, dental, life, and LTD insurance and retirement plan) on the first of the month following the 1<sup>st</sup> day of work, unless that day is the first of the month, then coverage is effective on the first of the month.

#### **Schedule 5 - Administrator**

1. Position includes the Administrator who is required to have a Nebraska Administrative Certificate.
2. Salary is computed on an annual basis for a specific number of days of service as specified in the employment contract.
3. Vacation leave is granted as specified in the employee contract.
4. No personal leave.
5. Paid Holidays.
6. Qualifies for sick and bereavement leave. Sick leave is granted on the first day of employment at the rate of 12 days per year cumulative to 60. Up to three (3) days leave may be granted with pay for each bereavement.
7. Qualifies for fringe benefits on the first of the month following the 1<sup>st</sup> day of work, unless that day is the first of the month, then coverage is effective on the first of the month.

#### **Schedule 6 - 240 Day Employees**

1. Positions include employees who are 0.5 to 1.0 FTE, 240 days.
2. Qualifies for sick, vacation, and bereavement leave upon hire date. Accrual rate based on FTE. Director designation receives leaves up front.
  - Sick: Twelve (12) sick days are granted at the rate of one day per month. Cumulative to 60 days.
  - Vacation: Twelve (12) days are granted at the rate of one day per month for year one to five years. Eighteen (18) days after 5 years to accrue at one and one-half days per month. Cumulative to a maximum of 30 days.
  - Bereavement: Up to three (3) days leave may be granted with pay for each bereavement.
3. Qualifies for fringe benefits (health, dental, life, and LTD insurance and retirement plan) on the first of the month following the 1<sup>st</sup> day of work, unless that day is the first of the month, then coverage is effective on the first of the month.

## SECTION 11 - CLASSIFIED EMPLOYEE WAGE LEVELS

### **LEVEL I: Education/Skill (High School Diploma or Equivalent)**

Step	Yrs. Exp.	Salary	Flat Salary	Total Hourly Rate
1	0-4	\$7.75	\$4.38	\$12.13
2	5-9	\$8.08	\$4.38	\$12.46
3	10-14	\$8.42	\$4.38	\$12.80
4	15-19	\$8.78	\$4.38	\$13.16
5	20-24	\$9.15	\$4.38	\$13.53
6	25-29	\$9.54	\$4.38	\$13.92

### **LEVEL II: Education/Skill/Experience (Related to Job Assignment)**

Step	Yrs. Exp.	Salary	Flat Salary	Total Hourly Rate
1	0-4	\$8.75	\$4.38	\$13.13
2	5-9	\$9.12	\$4.38	\$13.50
3	10-14	\$9.51	\$4.38	\$13.89
4	15-19	\$9.91	\$4.38	\$14.29
5	20-24	\$10.34	\$4.38	\$14.72
6	25-29	\$10.77	\$4.38	\$15.15

### **LEVEL III: Education (Degree)/Skill/Experience (Related to Job Assignment)**

Step	Yrs. Exp.	Salary	Flat Salary	Total Hourly Rate
1	0-4	\$9.75	\$4.38	\$14.13
2	5-9	\$10.16	\$4.38	\$14.54
3	10-14	\$10.60	\$4.38	\$14.98
4	15-19	\$11.05	\$4.38	\$15.43
5	20-24	\$11.52	\$4.38	\$15.90
6	25-29	\$12.01	\$4.38	\$16.39

### **LEVEL IV: Education (Degree)/Skill/Experience/Management (Related to Job Assignment)**

Step	Yrs. Exp.	Salary	Flat Salary	Total Hourly Rate
1	0-4	\$10.75	\$4.38	\$15.13
2	5-9	\$11.21	\$4.38	\$15.59
3	10-14	\$11.68	\$4.38	\$16.06
4	15-19	\$12.18	\$4.38	\$16.56
5	20-24	\$12.70	\$4.38	\$17.08
6	25-29	\$13.24	\$4.38	\$17.62

Salary—Above Federal Minimum Wage; Flat Salary—\$8,400/year; **Salary** Increments—4.25%