

BOARD OF EDUCATIONAL SERVICE UNIT NO. 13

Tuesday – February 21, 2017

Location – ESU #13 Center, 4215 Avenue I, Scottsbluff, NE

Videoconference Sites:

ESU #13 Satellite Office-1114 Toledo, Sidney NE

Alliance Public Schools Adm. Bldg.-1604 Sweetwater, Alliance, NE

Hay Springs High School-407 N. Baker, Hay Springs, NE

***Finance Committee Meeting, ESU #13 Center - 6:00 PM (Knapper, Millette, Richards, Sinner) (Changes in reporting and reducing balances)**

***Dinner - 6:30 PM**

REGULAR MEETING – 7:00 PM

1. Call to Order

- Meeting is governed by the Nebraska Open Meetings Act as posted.
- The ESU #13 Board reserves the right to rearrange the order of the agenda.
- The ESU #13 Board reserves the right to convene an executive session in accordance with § 84-1410

2. Excuse Absent Board Member(s) (Motion Necessary for Approval)

3. Approval of Agenda (Motion Necessary for Approval)

Consent Action Items (Motion Necessary for Approval)

- Minutes of Regular Meeting
- Treasurer's Report
- Fund Balance
- Budget Report
- Claims for Disbursement

Calendar

- **February 22, 2017** – ESU #13 Administrative Advisory Council Meeting-ESU #13 Center and offered DL, 10:00 AM.
- **February 26-27, 2017** – NASB President's Retreat. "Developing a Board President Leadership Plan", Kearney Holiday Inn (Richards)
- **March 7, 2017** – NASB and Nebraska Council of School Attorneys. "Back to the Basic of School Law", Gering Civic Center, 5:15 pm to 9:00 pm
- **March 17, 2017** – Staff In-service and Department Meetings
- **March 21, 2017** – Finance Committee – 6:00 PM – ESU #13 Center (review bids for Signage)

- **March 21, 2017** – Regular Meeting – 7:00 PM ESU #13 Center-Videoconference (sites to be determined at today’s meeting)
- **April 11, 2017** – Regular Meeting (Moved up one week to accommodate Administrator’s travel schedule.)

Public Forum

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

Reports

- Abbie Winters of Winters Creative – ESU #13 signage and upcoming bids
- Administrator’s Report ([Appendix A](#))
- Policy Manual/Updates for ESU’s from the Perry Law Firm.
- AdvancED Review Team preliminary report.
- Legislative Issues Conference/Budget & Finance Workshop held January 22 & 23– Cornhusker Marriott – Lincoln (Diemoz, Knapper)
- Education Forum held Feb 8 & 9 – Younes Conference Center – Kearney (Millette)
- Head Start Policy Council Activity Report and Director’s Report.

4. Old Business

- **Board Policy regarding Weapons; Use of Metal Detectors; Searches, Seizures, and Arrests; Security; and Access to Buildings:**

Continuing with the series of policies regarding NDE’s standardized protocol in response to emergencies in schools added to the official Board policies. The following policy was previously discussed with possible changes being implemented. Secondly, the current Board policy has a separate section for Firearms. The proposed Weapons Policy below would remove and replace the Firearms Policy. Jerry Ostdiek has reviewed the proposed changes and has suggested the following amendments (in red) and replacement.

WEAPONS:

The Board of Educational Service Unit No. 13 believes weapons and other dangerous objects and look-a-likes in ESU facilities cause material and substantial disruption to the ESU environment or present a threat to the health and safety of students, employees and visitors on the ESU premises or property within the jurisdiction of the ESU.

*Weapons and other dangerous objects and look-a-likes shall be taken from students and others who bring them onto the ESU property or onto property within the jurisdiction of the ESU or from students who are within the control of the ESU. **When appropriate, law enforcement may be requested for assistance.***

Parents of students found to possess weapons or dangerous objects or look-a-likes on ESU property shall be notified of the incident. Confiscation of weapons or dangerous objects shall be reported to the law enforcement officials, and students will be subject to disciplinary action including suspension or expulsion.

Students bringing firearms to the ESU or knowingly possessing firearms at the ESU may be expelled for a period of not less than one year. Students bringing to the ESU or possessing dangerous weapons, including firearms, will be referred to law enforcement authorities. The Administrator shall have the authority to recommend this expulsion requirement be modified for students on a case-by-case basis. For purposes of the portion of this policy, the term "firearm" includes, but is not limited to, any weapon which is designed to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, a muffler or silencer for such a weapon, or any explosive incendiary or poison gas.

Weapons under the control of law enforcement officials shall be exempt from this policy. Firearms also may be possessed by a person for the purpose of using them, with the approval of the ESU, in a historical reenactment, in a hunter education program, or as part of an honor guard. The Program Director may allow authorized persons to display weapons or other dangerous objects or look-a-likes for educational purposes. Such a display shall also be exempt from this policy.

USE OF METAL DETECTORS

When Educational Service Unit No. 13 administration has reasonable cause to believe that weapons are in the possession of unidentified students, when there has been a pattern of weapons found at the ESU or when violence involving weapons has occurred at the ESU or at ESU sponsored events, the administration shall be authorized to use stationary or mobile metal detectors in accordance with procedures approved by the Board.

*Any search of a student's person as a result of the activation of the detector shall be conducted in private in accordance with the policy on Searches, Seizures and Arrests. **When appropriate, law enforcement may be requested for assistance.***

SEARCHES, SEIZURES AND ARRESTS

Educational Service Unit No. 13 property is held in public trust by the Board. ESU authorities may, without a search warrant, search students, protected student areas, or vehicles driven by students parked on ESU property based on a reasonable and definable suspicion that an ESU policy, rule, regulation or law has been violated.

The search shall be in a manner reasonable in scope to maintain order and discipline in the schools, promote the educational environment, and protect the safety and welfare of students, employees and visitors to the ESU facilities. The furnishing of a locker, desk or other facility or space owned by the ESU and provided as a courtesy to a student, even if the student provides the lock for it, shall not create a protected student area and shall not give rise to an expectation of privacy with respect to the locker, desk or other facility.

ESU authorities may seize any illegal, unauthorized or contraband materials discovered in the search. Items of contraband may include, but are not limited to, nonprescription controlled substances, marijuana, cocaine, amphetamines, barbiturates, apparatus used for controlled substances, alcoholic beverages, tobacco, weapons, explosives, poisons and stolen property. Such items are not to be possessed by a student while they are on ESU property or on property within the jurisdiction of the ESU; while on ESU owned and/or operated transportation; while attending or engaged in ESU activities; and while away from ESU grounds if misconduct will directly affect the good order, efficient management and welfare of the ESU.

Possession of such items will be grounds for disciplinary action including suspension or expulsion and may be reported to local law enforcement officials. The Board believes that illegal, unauthorized or contraband materials may cause materials and substantial disruption to the school environment or presents a threat to the health and safety of students, employees, or visitors on the ESU premises or property within the jurisdiction of the ESU.

The Administrator or Program Directors may release minor students into the custody of a law enforcement officer upon presentation of a court order or warrant for the student's arrest, or to remove a student from the ESU premises if the officer or ESU Administrator has reason to believe that the students has violated the law.

The Program Director or designee will immediately attempt to notify the parent/guardian or responsible relative of the student's release and the place to which the student is reportedly taken, except in cases of child abuse.

SECURITY

The Board of Educational Service Unit No. 13 encourages cooperation with the local law enforcement and the fire authorities and insurance company personnel in planning and carrying out proper security measures to preserve and protect ESU's investment in its physical plant. Buildings constitute one of the greatest capital investments of the ESU and should be protected. Security includes minimizing fire or other safety hazards, reducing the probability of faulty equipment, and keeping records and funds in a safe place. Security also includes having available floor plans of buildings and site plans showing the boundaries and access points.

A key control system shall be established and maintained limiting building access to ESU #13 personnel thus safeguarding against potential entry by unauthorized persons.

Protective devices designed as safeguards against illegal entry and vandalism shall be installed where appropriate. A security guard may be employed when special events or activities are scheduled, or in situations involving special risks.

The Administrator is directed to establish regulations as may be needed to provide for security of building and grounds.

Incidents of illegal entry, theft of school property, vandalism or damage to ESU property from any cause shall be reported by phone to the office of the Administrator and to the appropriate law enforcement agency as soon as discovered. A timely written report of the incident shall be forwarded to the Administrator.

ESU will share the levels of protection with local fire departments, law enforcement and 911 communications to include location of KNOX BOX and other safeguards and contact information for after-hour emergencies on ESU properties.

ACCESS TO BUILDINGS

Security for Educational Service Unit No. 13 buildings and grounds (at all times) contributes to the well-being and safety of its students and staff as well as to that of the sites themselves.

The Administrator and/or designee will control access to the ESU buildings and other facilities as appropriate and necessary to protect property, students and personnel.

Card access to buildings are determined and controlled through the issuances of cards. Hours shall be determined by the Administrator and enforced by the building Program Directors.

Program Directors will control access to the ESU buildings and will provide safeguards against unauthorized access to these buildings. Each Program Director, with the Administrator's approval, will develop regulations designed to control the use of the building keys and to ensure that buildings are adequately closed and locked when no authorized personnel are present. Staff or students who fail to obey such regulations may be disciplined, suspended or dismissed.

During regular school hours, flow of traffic into and out of buildings shall be closely monitored and limited to certain doors. Visitors shall be required to check in to show proper identification and reason for being at the school and shall wear name tags identifying them as visitors. This will not apply when parents/guardians have been invited to a classroom or assembly program.

Access to school buildings outside of regular school hours shall be limited to personnel whose work requires it and to sponsors of approved student activities.

Recommendation: First reading with Amendments. No action required.

5. **New Business:**

- **Negotiated Agreement Settlement:**

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

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

- **Changes in Reporting:**

The Board Finance Committee met prior to regular meeting to advise/recommend changes in reporting to ease the burden on staff due to software applications.

Recommendation: Move to change the reporting of Board of Education Summary report.

- **State and Local Audit:**

ESUs who either plan to have two audits or did have two audits are: ESU 15 and ESU 9. The ESUs who only had the state audit are ESU 5, ESU 2, ESU 17, AND ESU 8.

Recommendation: Move to have either both audits or only the State audit in 2017.

- **Baker & Associates, Inc. Agreement:**

In November, Jeff reviewed projects that need completed. Baker & Associates has completed an Agreement outlining the projects, scope of work, scheduling, method of payment, and amendment of agreement. ([Link to Baker & Associate Agreement](#))

Recommendation: Approve the proposal by Baker & Associates

- **Rehire ESU #13 Administrator:**

At the February meeting each year, the Board takes official action to either extend my contract or terminate it at the end of the current contract period (June 30, 2019). The April agenda will include my annual goal-setting session with the Board.

Recommendation: Your decision.

- **Videoconference Meeting Sites for March**

The Board needs to decide on the videoconference sites for the March Board meeting. In past years, we have broadcast to Alliance, Sidney, Crawford, and Hay Springs. Additional sites can be added at your request.

Recommendation: Your decision.

6. **Approval of Minutes (Motion Necessary for Approval)**

7. **Adjournment**

APPENDIX A

**ESU 13
BOARD NOTES
Dr. Jeff West
February 2017**

Scottsbluff Location Facility Projects

- *New Boiler System/Controls in original Building: \$110,000-200,000
- *Replace Pathway: \$70,000
- *Efficient Heating System in Meridian Classrooms: \$35,000
- *Air Conditioning in Sixpence offices: \$25,000-40,000
- *Garage Additional Heat and Power
Maintenance free siding on multi-purpose room/out buildings
Parking lots
Extend Vehicle storage building
Outside security cameras: ??
- *Sprinklers/Landscaping: \$25,000 (this is outside the Baker Agreement but approved by the Board)

Baker and Associates Agreement

I have placed the agreement on the agenda for the board to review and approve. This agreement lists the scope of work that Baker and Associates will do for ESU 13 as we address the projects that the board approved to move forward on. Those projects are listed above with asterisks. The only addition is the item of "Garage Additional Heat and Power" which would allow Fermin to work on vehicles in a garage that is properly lighted and heated. It also puts the necessary electrical power in place should we extend the vehicle storage garage.

Alliance Board of Education Retreat

I am going to do a retreat/Goal-Setting session with the Alliance School Board and Superintendent on March 22nd.

AESA Federal Advocacy Committee Meeting in Washington, DC

I was in Washington, DC February 7-9. Issues discussed were:

- Federal Education Policy Review
- Federal Funding and Appropriations
- 2017 Congress, Administration and Politics
- E-Rate
- Medicaid
- School Infrastructure

3 Focus Areas for AESA: IDEA, E-Rate/FCC, and Teacher Shortages

New Mid-Bus Next Year

We will need to plan on replacing our oldest mid-bus next year. It is 16 years old and has had major engine/oil issues. We have replaced the oil pump and it is still not back to the maximum pressure which Fermin believes points to a major engine issue. Fermin feels we can make it

through the rest of this year and we do have an old Head Start bus we could use if necessary, but at 16 years old, Fermin and I both feel it is not wise to dump major money into this bus. It could be used as a backup or traded in when we buy a new bus. Fermin estimates that cost to be around \$65,000.

Nebraska Early Childhood Workforce Commission

I was in Lincoln on February 15th for a Commission meeting. I have asked Desira to upload 2 attachments that can provide you with background information on the Workforce Commission. ([Buffet Early Childhood Institute](#))

AdvancEd External Report

We had an excellent visit and report from the external team. While we don't have the final report yet, I can share the highlights with you. We will put the report on the agenda in the future once we receive the exit report.

Restructuring the Finance Department

After our last audit, there were some suggestions made to me by the lead auditor to explore ways that we might become more efficient and create ways for better oversight and monitoring with current staff. I will be moving some of Jodi's payroll responsibilities to Letitia. These payroll responsibilities stayed in place from when Marsha was the business manager. This would allow Jodi time to monitor the work done in payroll rather than being a part of the payroll work. Also, we are hiring a part-time EDN secretary and part-time Accounts Payable clerk. This part-time Accounts Payable clerk would take those AP duties, and others, from Jodi and again, allow Jodi to provide more oversight and monitoring that I feel is needed. This would also allow Jodi time to better monitor the Head Start grant that she has not been able to do the past 2 years. I think this is even more important due to the fact that Pam Hebbert, our Head Start Fiscal Agent, is leaving to take another job.

APPENDIX B

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

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

NEGOTIATIONS PROCEDURES

Negotiations shall be conducted as follows:

1. The Board and the Association's representatives will meet to provide both parties the opportunity to explain proposals.
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 Association for ratification. Both parties shall sign the document following ratification.

ARTICLE I – Association Rights

A. Payroll Deduction of Dues

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

B. Association Use of District Property

The Association shall be allowed the use of the Unit buildings for meetings, providing that such use does not result in unscheduled maintenance costs, in which case a fee for that use will be assessed according to the established rental policy.

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

The Association shall be allowed, upon approval of the Administrator, to make use of the Unit's communication system, including the distance learning system, teachers' e-mail,

mailboxes, intercom, teacher bulletins, etc. Such use shall not cause unnecessary interruption of the education program of the Unit.

ARTICLE II – Grievance Procedure

The current Grievance Procedure is part of Board Policy.

ARTICLE III – Salaries

A. Salary Schedule

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

B. Base Salary

The base salary for the 2017-2018 school year shall be **XXXXX**.

The base salary for the 2018-2019 school year shall be **XXXXXXXXXXXXX**.

For the 2017-2018, and 2018-2019 school years, the total package shall increase by 2.5% annually. The total package is defined as the cost of the standard salary schedule (the base salary times the cumulative index factor), plus extended contracts, extra standards compensation, flat salary, health and accident insurance, life insurance and disability insurance. The base will be calculated after allowing for costs of extended contracts, extra standards compensation, flat salary, health and accident insurance, life insurance and disability insurance.

The faculty in place at the time of this Agreement's approval 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 2017-2018 year. The same process will be used for the 2018-2019 year.

C. Initial Placement

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

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

D. Horizontal Movement

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

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

E. Vertical Movement

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

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

F. Extended Contracts

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

G. Extra Standards Compensation

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

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

ARTICLE IV – Insurance and Annuities

A. Flat Salary

The flat salary amount for 2017-2018, and 2018-2019 shall be \$700 per month for 12 months for each employee who is 1.0 FTE.

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

B. Health and Accident Insurance

The Board offers an insurance plan to employees who wish to carry insurance in the EHA (Educator's Health Alliance) health and dental insurance, \$600 deductible, PPO with 80% A & B with 50% C (BCBS Option 2) Dental Plan. For new hires whose initial date of employment falls on or before the 15th of the month, the effective date of insurance coverage shall be the 1st of that month. For new hires whose initial date of employment falls after the 15th of the month, the effective date of insurance coverage shall be the 1st of the following month.

The employer contribution toward the cost of the health and dental plan shall be \$402 monthly for the 2017-2018 contract year.

The employer contribution for the 2018-2019 contract year shall be at least \$402 per month, but not less than 60% of the premium for a single health and dental plan.

C. Life Insurance

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

D. Disability Insurance

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

E. Section 125 Cafeteria Plan

The Board shall provide a Section 125 Cafeteria Plan for all employees of the Service Unit. The Board shall pay all expenses related to the administration of this plan.

ARTICLE V – Terms of Employment

A. Release from Contract

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

B. Part-Time

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

C. Annual Employment Period

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

ARTICLE VI – Leaves

A. Sick Leave

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

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

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

B. Personal

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

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

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

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

C. Vacation Leave

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

D. Bereavement

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

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

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

ARTICLE VII – Miscellaneous Provisions

A. Compliance Between Individual Contract and Master Agreement

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

B. Separability Clause

If any of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be

deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE VIII – Personnel File

A. Derogatory Material

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

ARTICLE IX – Authorization

This contract shall be effective as of the beginning of 2017-2018 school year and shall continue in effect until August 31, 2019.

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