

BOARD OF EDUCATIONAL SERVICE UNIT NO. 13 (ESU 13)

Tuesday - February 16, 2021

Location - ESU 13 Main Office, 4215 Avenue I, Scottsbluff, NE

In accordance with the Governor's Executive Order No. 21-02 (Coronavirus - Continued Limited Waiver of Public Meetings Requirements), some members of the Board will be participating in the meeting by Zoom connection.

Regular Meeting - 7:00 PM

A. Call to Order

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

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

C. Approval of Agenda (Motion Necessary for Approval)

Consent Action Items (Motion Necessary for Approval)

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

Calendar

- **February 19, 2021** - ESU 13 offices closed
- **February 24, 2021** - ESU 13 Administrative Advisory Council Meeting, 10:00 AM - Andrew will be hosting from Sidney. Dr. Mike Dulaney, NCSA will be joining.
- **March 14-15, 2021** - President's Retreat, Kearney Holiday Inn
- **March 16, 2021** - Regular Board meeting
- **March 19, 2021** - Staff In-service
- **April 20, 2021** - Sidney Office Ribbon Cutting and Open House; Board Meeting
- **April 28, 2021** - ESU 13 Administrative Advisory Council Meeting; Panhandle Beginnings Ribbon Cutting and Open House

Public Forum:

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

Reports

- Strategic Plan Goal #4 Update - Dr. Laura Barrett, Jadie Beam, and Dr. Pam Brezenski
- Legislative Issues Conference - Patricia Jones
- Head Start Eligibility Training - Donna Jenne
- Head Start Director's Report and Policy Council Report for January (uploaded to the Board Material webpage)
- Administrator's Report ([Appendix A](#))
- Board Member Comments

D. Old Business - None

E. New Business

1. Pupil Transportation Inspection

As part of the Nebraska Department of Education's Pupil Transportation Process, ESU 13 needs to have a Board appointed mechanic inspect student vehicles. ESU 13 uses Nebraska Machinery for the Scottsbluff student buses/vehicles and Sauder's Automotive for the Sidney vehicles.

Recommendation: Appointment by Chair.

2. Board Policy - Rescind Section VII (Accreditation of ESUs)

Our current policy was adopted in 2003. We have implemented the accreditation requirements listed in Rule 84, Regulations for the Accreditation of Educational Service Units, into our new Board policies as a result of adopting the Perry Law Firm templates.

Recommendation: Move to rescind Section VII (Accreditation of ESUs) Board Policy.

3. Amendment of Board Policy - Article 3, Services and Operations (Section 1 - Services)

This amendment is necessary to incorporate Advisory Committee (Council) verbiage from the Perry Law Firm template. This has been reviewed by Justin Knight, the Leadership Team, and Board Policy Committee. Due to the large content of the policy, it has been uploaded to the Board Materials webpage.

Recommendation: Move to amend Board Policy Article 3, Services and Operations (Section 1 - Services).

4. Negotiated Agreement Settlement

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

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

5. Amendment of Board Policy Article 4, Section 10D(5) - Release from Contract

The Negotiations Committee is recommending the following changes in the

Board policy below as a result of reaching an agreement with the ESU 13 Education Association. The Policy Committee has reviewed the changes.

Release from Contract

~~Request by any certificated employee for release from his/her contract will not be granted if the request is made by April 30th and all current contract obligations unless one (or more) of the following conditions are met.~~

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

~~a. the request is made by April 30th and all current contract obligations 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.~~

~~The Administrator is authorized to file a complaint with the Nebraska Professional Practices Commission against a certified employee who leaves without proper release from the Board. The Board of Education reserves the right to seek damages against any certificated employee as a result of breach of contract.~~

Recommendation: Move to approve the Negotiations Committee's recommendation to amend Board Policy Article 4, Section 10D(5).

6. Revision and Updated Head Start Policies and Procedures

As per the Performance Standards, we need Board approval of revised Policy and Procedures. The revised Head Start Communication and Record Keeping Written Plans, Planning and Monitoring Written Plans and ERSEA (Eligibility, Recruitment, Selection, Enrollment, and Attendance policies have been uploaded to the Board Materials webpage. Policy Council approved these items at their meeting on 1/26/21.

Recommendation: Move to approve the revised Head Start Communication and Record Keeping Written Plans, the Planning and Monitoring Written Plans, and ERSEA policies.

7. Certified Employee Contract

We have offered a 2021-2022 certified employee contract to Jenilee Woltman as a Speech Language Pathologist (SLP). Jenilee is finishing her SLP MSED program through the University of Nebraska at Kearney. She is currently providing Communication Assistant duties for three days a week during the school year under the supervision of an ESU 13 Speech Pathologist. In this role, she carries out direct service speech therapy at the direction of the SLP, creates materials, monitors and maintains data and provides input to the SLP of student progress. In addition, she is completing her SLP MS program as an intern for the remaining days. In this role, Jenilee acts as the SLP under the supervision of ESU 13. She attends and leads IEP meetings, communicates with parents, plans and provides speech therapy services, assesses students, and completes reports.

Recommendation: Move to approve the certified employee contract with Jenilee Woltman.

8. Employee Resignation

Nicole Lanning, School Psychologist, has submitted her resignation effective May 22, 2021. Nicole states, "I am so thankful and appreciative of the opportunities and experiences that ESU 13 has provided me over the past seven years, as well as the support and guidance that has allowed me to grow within my role as a School Psychologist."

Recommendation: Move to approve the resignation of Nicole Lanning, School Psychologist.

9. Employee Resignation

Ellen Fiscus, School Psychologist, has submitted her resignation effective May 22, 2021. She states, "I have benefited from this employment in many ways, including the development of my professional skills and in my personal growth."

Recommendation: Move to approve the resignation of Ellen Fiscus, School Psychologist.

10. ESU 13 Proposed Calendar for 2021-2022

The proposed ESU 13 calendar for 2021-2022 has been uploaded to the Board Material webpage. It is ready for approval.

Recommendation: Move to approve the ESU 13 proposed calendar for 2021-22.

11. Consideration of Amendment to Administrator's Contract

The Personnel Committee met on Wednesday, February 3rd, to discuss the Administrator's salary for the 2021-22 contract year. It is the recommendation of the Committee to increase the salary to \$176,400. The proposed contract has been uploaded to the Board Materials webpage.

Recommendation: Move to approve the recommendation of the Personnel Committee to increase the Administrator's salary to \$176,400 for the 2021-22 contract year.

F. Approval of Minutes (Motion necessary for Approval)

G. Adjournment

Appendix A

Administrator Notes February 2021

AED Grant Approval and EpiPens

Carol Sinner, School Nurse, applied for a grant through AEDGRANT.com to help offset the cost of purchasing an AED for our new Sidney Office. On February 5th, we received notice that our grant application was approved, allowing us to take advantage of their “specially formulated grant pricing”. Based on the AED we elected to purchase, we were able to save \$825.60.

Additionally, we recently received six EpiPens and six EpiPen Juniors for ESU 13 programs through the Premier Pharmacy Services Myla School Grants. This grant provided the EpiPens for free (savings of \$7,800). EpiPens are used for anaphylaxis (severe allergic reaction). We have also received four, 2 packs of Narcan nasal spray for Opioid overdose at a cost of \$300 through a program that provided us with an approximate \$80 discount.

Reissuing Checks

In the instance of a missing or lost check, our current process is to wait until the next Board meeting to reissue one. However, an employee did not receive a mileage reimbursement check that we mailed on January 20th. With the Board’s approval, would it be allowable to stop payment on that check and reprint a new check prior to the next Board meeting since the funds were approved at the prior Board meeting? Desira has called the bank, and it is possible that the bank would waive the stop payment fee on a case-by-case basis.

Update on ESU 13 Audit

For a second consecutive year, ESU 13 has had a favorable summary of findings in our auditor’s draft. No material weaknesses, significant deficiencies or noncompliance material to financial statements were noted in both the Financial Statements and Federal Awards sections of the audit. I would like to extend my sincere appreciation to Jodi Walker, Pam Hebbert, Desira Martin, Crystal Smith, Luke Pankonin, Rhoda Frailey, Theresa Reimers, Kerri Weinmaster, and Jacey Marietta for their day in and day out attentiveness to sound financial practices. The final draft report will be distributed to the Board members at the March Board meeting.

Amendment of Teacher Contract

As a result of reaching an agreement with the ESU 13 Education Association, and contingent on the Board’s vote regarding the Negotiated Agreement and amendment of Board Policy regarding Release from Contract, the Teacher Contract will be updated to reflect the date of April 30 rather than June 1. In addition, Jerry Ost diek reviewed the Teacher Contract and recommends adding, “This contract is subject to the provisions of the School Employees Retirement Act.”

Bids for Sidney Building

There were no bids received for the Sidney building. Other options to be discussed.

Retirement Reception

Scotts Bluff County is holding a retirement reception for Ray Richards and Mark Sinner on Friday, February 26th from 1:00-4:00 PM. The reception will be held in the Commissioners Meeting Room, second floor of the County Administration Building, 1825 10th Street, Gering. Congratulations to Mark and Ray for their outstanding careers and dedication to public service!

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 16th day of February 2021 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 2021-2022 school year shall be \$XX,XXX.

The base salary for the 2022-2023 school year shall be \$XX,XXX.

For the 2021-2022 and 2022-2023 school years, the total package shall increase by 2.6% 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, 2020) 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 2021-2022 year. The same process will be used for the 2022-2023 year based on the faculty positions in place as of October 1, 2021.

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 – Annuities and Insurance

A. Flat Salary

The flat salary amount for 2021-2022 and 2022-2023 shall be \$700 per month for 12 months for each employee who is 1.0 FTE.

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

B. Health and 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, \$650 Deductible and the \$3,600 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 \$464.00 per month, but not less than 60% of the premium for a single health and dental plan.

Health = \$743.58 + Dental Single = \$29.54	Total = \$773.12 X .60 =
	\$464.00 Benefit toward insurance cost

C. Life Insurance

Life Insurance in the amount of \$20,000 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. 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 ESU #13.

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, 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 2021-2022 school year and shall continue in effect until August 31, 2023.

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