

BOARD OF EDUCATIONAL SERVICE UNIT #13

Tuesday – September 19, 2017

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

*Dinner – 6:30 PM

BUDGET HEARING – 7:00 PM

1. Call to Order

- Hearing is governed by the Nebraska Open Meetings

2. Review of ESU #13 Budget Document

Governing body will meet for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the proposed 2017-2018 budget for the operation of ESU #13 (§ Sections 13-501 to 13-513)

3. Adjournment

TAX REQUEST HEARING – IMMEDIATELY FOLLOWING

1. Call to Order

- Hearing is governed by the Nebraska Open Meetings Act as posted.

2. Review of *Resolution* Setting the ESU #13 2017-2018 Final Tax Request

Governing body will meet for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the proposed final tax request at a different amount than the prior year tax request. The Board of ESU #13 must pass by a majority vote a Resolution setting the tax request (§ Section 77-1601.02).

Year	Tax Request	Levy	Valuation
2016-2017	\$1,864,785.99	.01639565	\$11,373,673,318
2017-2018	\$1,666,873.61	.01417865	\$11,756,225,075

3. Adjournment

REGULAR MEETING – IMMEDIATELY FOLLOWING

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 (August Regular Meeting)
- Treasurer's Report (June 30, 2017 and August 31, 2017)
- Fund Balance (August 31, 2017)
- Budget Report
- Claims for Disbursement

Calendar

- **October 17, 2017** – Regular Meeting – 7:00 PM- Harms Center, Room 188
- **November 15-17, 2017** – 99th Annual State Education Conference – LaVista Conference Center/Embassy Suites
- **November 29-December 2, 2017** - AESA Annual Conference – San Antonio, Texas (Jeff West, Patricia Jones, Scott Marsh, Tom Millette, Ray Richards, Mark Sinner)

Public Forum

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

Reports

- Administrator's Report ([Appendix A](#))
NASB Area Membership meeting – August 29, 2017 - Gering Civic Center (Diemoz, Knapper, Marsh, Marx, Tollman, West)
- Legislative Lunch – Chadron - August 29, 2017 (Jones)
- Head Start Policy Council Activity Report and Director's Report (August 2017)

4. Old Business

- **Proposed Board Policy regarding ~~School~~ ESU 13 Wellness Policy-Students:**

This is the **first reading with amendments** for the following policy. It will replace the current Wellness Policy and has been reviewed by our attorney, Jerry Ostdiek. It is being updated based on new requirements from NDE.

~~School~~ ESU 13 Wellness Policy-Students

A mission of Educational Service Unit #13 (“ESU 13”) is to provide curriculum, instruction, and experiences in a health-promoting ~~school~~ program environment to instill habits of lifelong learning and health. Therefore, the Board adopts the following ~~School~~ ESU 13 Wellness Policy.

1. ~~District~~ ESU 13 Wellness Committee

Committee Role and Membership

ESU 13 will convene a representative (“~~EWC~~”) ESU 13 Wellness Committee or work within an existing ~~school~~ program health committee that meets at least four times per year to establish goals for and oversee ESU 13/~~school~~ program health and safety policies and programs, including development, implementation and periodic review and update of this ~~District~~ ESU 13 wellness policy.

The ~~EWC~~ ESU 13 Wellness Committee membership will represent all ~~school~~ program levels and include (to the extent possible), but not be limited to: parents and caregivers; students; representatives of the ~~school~~ ESU 13 nutrition program; ~~school~~ ESU 13 health professionals or staff and mental health and social services staff. When possible, membership will also include Supplemental Nutrition Assistance Program Education coordinators. To the extent possible, the ~~EWC~~ ESU 13 Wellness Committee will include representatives from each department and reflect the diversity of the community.

Leadership

The Administrator or designee(s) will convene the ~~EWC~~ ESU 13 Wellness Committee and facilitate development of and updates to the Wellness Policy, and will ensure ~~school~~'s ESU 13's compliance with the policy.

Each ~~school~~-ESU 13 will designate a ~~school~~ program wellness policy coordinator, who will ensure compliance with the policy.

2. Wellness Policy Implementation, Monitoring, Accountability and Community Engagement

Implementation Plan

ESU 13 will develop and maintain a plan for implementation to manage and coordinate the execution of this Wellness Policy. The plan delineates roles, responsibilities, actions and timelines specific to each ~~school~~ program; and includes information about who will be responsible to make what change, by how much, where and when; as well as specific goals and objectives for nutrition standards for all foods and beverages available on the ~~school~~ ESU 13 campus, food and beverage marketing, nutrition promotion and education, physical activity, physical education and other

~~school-~~ ESU 13 based activities that promote student wellness. It is recommended that the ~~school~~ ESU 13 use the Healthy Schools Program online tools to complete a school-level assessment based on the Centers for Disease Control and Prevention's School Health Index, create an action plan that fosters implementation and generate an annual progress report.

This wellness policy and the progress reports can be found at ESU 13's website.

Recordkeeping

ESU 13 will retain records to document compliance with the requirements of the Wellness Policy at the Administrator's office and/or on ESU 13's computer network. Documentation maintained in this location will include but will not be limited to:

- The written Wellness Policy;
- Documentation demonstrating that the policy has been made available to the public;
- Documentation of efforts to review and update the ~~Local Schools~~ ESU 13's Wellness Policy; including an indication of who is involved in the update and methods ESU 13 uses to make stakeholders aware of their ability to participate on the ~~EWC~~ ESU 13 Wellness Committee;
- Documentation to demonstrate compliance with the annual public notification requirements;
- The most recent assessment on the implementation of the ~~local school~~ ESU 13 Wellness Policy;
- Documentation demonstrating the most recent assessment on the implementation of the ~~Local School~~ ESU 13 Wellness Policy has been made available to the public.

Annual Notification of Policy

ESU 13 will actively inform families and the public each year of basic information about this policy, including its content, any updates to the policy and implementation status. ESU 13 will make this information available via ESU 13 website. This will include a summary of ESU 13's events or activities related to the Wellness Policy implementation. Annually, ESU 13 will also publicize the name and contact information of ESU 13 officials leading and coordinating the committee, as well as information on how the public can get involved with the ~~school~~ ESU 13 wellness committee.

Triennial Progress Assessments

At least once every three years, ESU 13 will evaluate compliance with the Wellness Policy to assess the implementation of the policy and include:

- The extent to which ESU 13's ~~schools~~ programs are in compliance with the Wellness Policy;
- The extent to which ESU 13's Wellness Policy compares to the Alliance for a Healthier Generation's model wellness policy; and
- A description of the progress made in attaining the goals of ESU 13's Wellness Policy.

The position/person responsible for managing the triennial assessment and contact information is the Administrator or the Administrator's designee.

The ~~EWC~~ ESU 13 Wellness Committee, in collaboration with individual ~~schools~~ programs, will monitor ~~schools'~~ ESU 13's compliance with this Wellness Policy.

ESU 13 will notify households/families of the availability of the triennial progress report.

Revisions and Updating the Policy

The ~~EWG~~ ESU 13 Wellness Committee will update or modify the Wellness Policy based on the results of the annual School Health Index and triennial assessments and/or as ~~District~~ ESU 13's priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. The Wellness Policy will be assessed and updated as indicated at least every three years, following the triennial assessment.

Community Involvement, Outreach and Communications

ESU 13 will actively communicate ways in which representatives of ~~EWG~~ ESU 13 Wellness Committee and others can participate in the development, implementation and periodic review and update of the Wellness Policy through a variety of means appropriate for that ~~district~~ program. ESU 13 will also inform parents of the improvements that have been made to ~~school~~ ESU 13 meals and compliance with ~~school~~ ESU 13 meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in School nutrition standards. ESU 13 will use electronic mechanisms, such as email or displaying notices on ESU 13's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to the Wellness Policy, as well as how to get involved and support the policy. ESU 13 will ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that ESU 13 and ~~individual schools~~ school districts are communicating important ~~school~~ program information with parents.

ESU 13 will notify the public about the content of or any updates to the Wellness Policy annually, at a minimum. ESU 13 will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

3. Nutrition

~~School~~ ESU 13 Meals

All ~~schools~~ programs within ESU 13 that participate in USDA child nutrition programs, including the National School Lunch Program (NSLP), the School Breakfast Program (SBP), and any additional Federal child nutrition programs will meet the nutrition requirements of such programs

Staff Qualifications and Professional Development

All ~~school~~ ESU 13 nutrition program directors, managers and staff will meet or exceed hiring and annual continuing education/training requirements in the USDA professional standards for child nutrition professionals. These ~~school~~ ESU 13 nutrition personnel will refer to USDA's Professional Standards for School Nutrition Standards website to search for training that meets their learning needs.

Water

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the ~~school~~ program day and throughout every ~~school~~ ESU 13 campus ("~~school~~ ESU 13 campus" and "~~school~~ program day" are defined in the

glossary). ESU 13 will make drinking water available where ~~school~~ ESU 13 meals are served during mealtimes.

Competitive Foods and Beverages

The foods and beverages sold and served outside of the ~~school~~ ESU 13 meal programs (e.g., “competitive” foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum.

To support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable ~~school~~ ESU 13 meal programs that are sold to students on the ~~school~~ ESU 13 campus during the ~~school~~ program day, will meet or exceed the USDA Smart Snacks nutrition standards or, if the state policy is stronger, will meet or exceed state nutrition standards. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, ~~school~~ ESU 13 stores and snack or food carts.

Celebrations and Rewards

ESU 13 will encourage staff to ensure that foods offered on the ~~school~~ ESU 13 campus will meet or exceed the USDA Smart Snacks in School nutrition standards or, if the state policy is stronger, will meet or exceed state nutrition standards, including through:

1. Celebrations and parties. ESU 13 will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.
2. Classroom snacks brought by parents. ESU 13 will provide or make available to parents a list of foods and beverages that meet Smart Snacks nutrition standards.
3. Rewards and incentives. ESU 13 will provide teachers and other relevant ~~school~~ ESU 13 staff a list of alternative ways to reward children or other comparable resources. Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

Fundraising

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrition standards may be sold through fundraisers on the ~~school~~ ESU 13 campus during the ~~school~~ program day.

Nutrition Promotion

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in ~~school~~ ESU 13 meal programs. Students and staff will receive consistent nutrition messages throughout ~~schools~~ ESU 13, classrooms, gymnasiums, and cafeterias. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by ~~school~~ ESU 13 staff, teachers, parents, students and the community.

Nutrition Education

ESU 13 will teach, model, encourage and support healthy eating by all students. ~~Schools~~ ESU 13 will provide nutrition education and engage in nutrition promotion that:

- *Is designed to provide students with the knowledge and skills necessary to promote and protect their health;*
- *Includes enjoyable, developmentally-appropriate, culturally-relevant and participatory activities, such as cooking demonstrations or lessons, promotions, taste-testing, farm visits and ~~school~~ ESU 13 gardens;*

Food and Beverage Marketing in Schools

Any foods and beverages marketed or promoted to students on the ~~school~~ ESU 13 campus during the ~~school~~ program day will meet or exceed the USDA Smart Snacks in School nutrition standards or, if stronger, state nutrition standards, such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students.

Food and beverage marketing is defined as advertising and other promotions at ~~schools~~ ESU 13. This term includes, but is not limited to the following:

- *Brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container.*
- *Displays, such as on vending machine exteriors*
- *Corporate brand, logo, name or trademark on ~~school~~ ESU 13 equipment, such as marquees, message boards, scoreboards or backboards (Note: immediate replacement of these items are not required; however, ~~districts~~ ESU 13 will replace or update scoreboards or other durable equipment when existing contracts are up for renewal or to the extent that it is financially possible over time so that items are in compliance with the marketing policy.)*
- *Corporate brand, logo, name or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans and other food service equipment; as well as on posters, book covers, pupil assignment books or school supplies displayed, distributed, offered or sold by ESU 13.*
- *Advertisements in ~~school~~ ESU 13 publications or ~~school~~ ESU 13 mailings.*
- *Free product samples, taste tests or coupons of a product, or free samples displaying advertising of a product.*

As ESU 13/program nutrition services/Athletics Department/PTA/PTO reviews existing contracts and considers new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by ESU 13 Wellness Policy.

4. Physical Activity

Children and adolescents should participate in physical activity every day. To the extent practicable, ESU 13 will ensure that its grounds and facilities are safe and that equipment is available to students to be active. ESU 13 will conduct necessary inspections and repairs.

Classroom Physical Activity Breaks (Elementary and Secondary)

Students will be offered periodic opportunities to be active or to stretch throughout the day on all or most days during a typical ~~school~~ program week. ESU 13 recommends teachers provide short (3-5-minute) physical activity breaks to students during and between classroom times at least three days per week.

ESU 13 will provide resources and links to resources, tools, and technology with ideas for classroom physical activity breaks. Resources and ideas are available through the USDA and the Alliance for a Healthier Generation.

5. Other Activities that Promote Student Wellness

ESU 13 will integrate wellness activities across the entire ~~school~~ ESU 13 setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. ESU 13 will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes. All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy ~~school~~ program environments will be coordinated with and complementary of the Wellness Policy, including but not limited to ensuring the involvement of the ~~EWC~~ ESU 13 Wellness Committee.

Community Partnerships

ESU 13 will develop, enhance, or continue relationships with community partners (e.g., hospitals, universities/colleges, local businesses, SNAP-Ed providers and coordinators, etc.) in support of this Wellness Policy's implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with the Wellness Policy and its goals.

Staff Wellness and Health Promotion

The ~~EWC~~ ESU 13 Wellness Committee will have a staff wellness subcommittee that focuses on staff wellness issues, identifies and disseminates wellness resources and performs other functions that support staff wellness in coordination with human resources staff.

~~Schools~~ Programs in ESU 13 will implement strategies to support staff in actively promoting and modeling healthy eating and physical activity behaviors. ESU 13 promotes staff member participation in health promotion programs and will support programs for staff members on healthy eating/weight management that are accessible and free or low-cost.

Professional Learning

When feasible, ESU 13 will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and ~~school~~ ESU 13 (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help ~~District~~ ESU 13 staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing ~~district~~ ESU 13 reform or academic improvement plans/efforts.

Glossary

~~School~~ ESU 13 Campus: areas that are owned or leased by ~~the school~~ ESU 13 and used at any time for ~~school~~ ESU 13-related activities, including on the outside of the

~~school~~ ESU 13 building, ~~school~~ ESU 13 buses or other vehicles used to transport students, athletic fields and stadiums (e.g., on scoreboards, coolers, cups, and water bottles), or parking lots.

~~School~~ Program Day: the time between midnight the night before to 30 minutes after the end of the instructional day.

Triennial – recurring every three years.

Legal Reference: Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. section 1758b; 7 CFR sections 210.11 and 210.30; National School Lunch Program, 42 U.S.C sections 1751-1760, 1770; Regulations and Procedures for Accreditation of Schools, NDE Rule 10

Recommendation: First reading with amendments. No action required.

• **Proposed Board Policy Regarding Annual Emergency Safety Plan, Warning System, Bomb Threats, Safety Drills, Crisis Management and Communications and Visitors to ~~School~~ ESU 13:**

This is the **first reading with amendments** to the following policies. These proposed policies are a continuation of NDE’s request to standardize protocol for safety and security. Jerry Ostdiek has reviewed our existing policies and recommends we add these policies.

ANNUAL EMERGENCY SAFETY PLAN

All employees have the responsibility for maintaining safe, healthful and sanitary conditions within the buildings and on the grounds of ESU 13. The ESU 13 Administrator shall designate staff and develop procedures to insure that all facilities meet fire, safety and health codes.

The ESU 13 Administrator shall appoint ~~school~~ an ESU 13 Safety and Security Committee represented by faculty, parents and community members that will prepare and review the ESU 13 safety plan. This plan will be updated annually by the committee and approved by the ESU 13 Board. The plan will address safety procedures and security plans for students, staff and visitors, including during emergency events.

Typical elements of this plan will include:

- *The assignment of specific employees to safety tasks and responsibilities.*
- *Instructions relating to the use of alarm systems and signals.*
- *Information concerning methods of fire containment and equipment use.*
- *Systems for notification of appropriate authorities.*
- *Specification of evacuation routes and procedures.*
- *Posting of plans and procedures at suitable locations.*
- *Procedures and frequency of emergency evacuation drills.*
- *An evaluation of each evacuation drill.*

The plan shall be reviewed annually by one or more persons not on the committee and not an employee of the ESU 13. This review includes a visit to each ESU 13 building to analyze

plans, policies, procedures and practices.

Recommendations shall be made to the Administrator and the committee for use in revising the plan.

WARNING SYSTEMS

ESU 13 shall maintain a warning system designed to inform students, employees, and visitors in the facilities of an emergency. This system shall be maintained on a regular basis under the maintenance plan for ESU 13 buildings and sites.

Students shall be informed of this system according to ESU 13 Board policy. Each classroom and office shall have a plan for helping those in need of assistance to safety during an emergency. This shall include, but not be limited to, students and employees with disabilities.

Certificated employees shall be responsible for instructing students on the proper techniques to be followed during an emergency.

BOMB THREATS

As soon as a bomb threat is reported to the ESU 13 Administration, the local police authorities shall be notified. The ESU 13 facility may be cleared immediately. A thorough search will be made by the appropriate ESU 13 or law enforcement officials and take other precautions they believe to be necessary and prudent.

It shall be the responsibility of the Administrator to file a report or keep a report of each incident for the ESU 13 records.

SAFETY DRILLS

~~All schools are~~ ESU 13 is required to instruct and drill students on emergency procedures so that students may respond to an emergency without confusion and panic. The ESU 13 Administrator will conduct emergency drills in accordance with state statute and the ESU 13 Emergency Safety Plan.

Drills and instruction on fire emergencies shall include routes and methods of exiting the building.

Drills and instruction on tornado dangers and natural disasters shall be conducted at least twice each year.

CRISIS MANAGEMENT AND COMMUNICATIONS

A ~~school~~ crisis at ESU 13 may occur at any time, may take various shapes, and may hit with varying degrees of severity. The ESU 13 Administrator is directed to develop appropriate procedures to ensure the crisis and all necessary communications will be managed effectively.

VISITORS TO SCHOOL ESU 13

The ESU 13 Board encourages parents and other district citizens to visit ESU 13 programs and classrooms at any time to observe the work of students, teachers and other employees. All visitors, which includes persons other than employees or students, must notify the program Director of their presence in the facility upon arrival and request authorization to visit elsewhere in the building.

Persons who wish to visit a classroom while ~~school~~ ESU 13 is in session are asked to notify the program Director and obtain approval from the program Director prior to the visit so appropriate arrangements can be made and so class disruption can be minimized. Teachers and other employees shall not take time from their duties to discuss matters with visitors.

Visitors shall conduct themselves in a manner fitting to their age level and maturity and with mutual respect and consideration for the rights of others while attending ~~school~~ ESU 13 events. Visitors failing to conduct themselves accordingly may be asked to leave the premises. The Board and Administration will not tolerate any person or persons whose presence disturbs classes or ~~school~~ ESU 13 activities or hinders the instructional process. Children who wish to visit ~~school~~ ESU 13 must be accompanied by a parent or responsible adult.

It shall be the responsibility of employees to report inappropriate conduct. It shall be the responsibility of the Administrator and Directors to take the action necessary to cease the inappropriate conduct. If the Administrator or Directors are not available, an ESU 13 employee shall act to cease the inappropriate conduct.

The Board discourages using ~~the school~~ ESU 13 as a site for parents without custody to visit their children. The onsite supervisor may deny the parent without custody the opportunity to deliver packages, gifts, messages, etc., to the child and/or to see the child during the ~~school~~ program day without the approval of the custodial parent or legal guardian. In this paragraph, "without custody" means the parent lacks joint legal custody under Nebraska law.

ESU 13 may restrict the use of its buildings and grounds or restrict access to ~~school~~ ESU 13 property by issuing no trespassing commands and/or stay away/ no trespassing letters when deemed necessary by the Administrator when any individual or group:

- is determined to present a risk to the safety of others,
- presents a disruption to the learning environment,
- fails to follow proper check-in and identification procedures, or
- does not have a legitimate purpose to be present on ~~school~~ ESU 13 grounds or activities.

In the event a person prohibited by this or other board policies is on ESU 13 property or is attending an ESU 13 sponsored event, the administrator or program Director will tell the person he or she must leave and will notify the person they are not permitted back on ESU 13 property, except if their presence is required by the ESU 13. The Administrator or program Director may contact the proper legal authorities if necessary to enforce this policy and may file a report or sign a complaint on behalf of ESU 13.

Recommendation: First reading with amendments. No action required.

- **2017-2018 ESU #13 Handbooks:**
After Board approval, the following handbooks will be posted under the ESU #13 website under Administration and Special Services-Meridian. These handbooks are the 2017-2018 Personnel Handbook and Meridian Handbook. (Handbooks were also uploaded with your Board materials.) Updates to the Personnel

handbook were made to reflect changes in mission statement, Board of Education members, personnel, school districts/superintendents, calendars, payroll dates, employment applications, payroll benefits, office closing dates, process for recording leaves, unit improvement committees, negotiated agreement and certificated staff salary schedule (reflects the new base).

Recommendation: Move to approve the 2017-2018 ESU #13 Handbooks.

5. NEW BUSINESS:

- **Resolution to Increase Restricted Funds Authority by an Additional 1%:**

In addition to the allowable 2.5% base increase, the Board can increase budgeted restricted funds authority by an additional 1% upon the affirmative vote of at least 75% of the authorized Board ([Appendix B](#))

Recommendation: Move to approve the *Resolution* to increase restricted funds authority by an additional 1%.

- **Proposed 2017-2018 Budget for ESU #13**

A copy of the Budget Document has been uploaded to the website. The proposed budget reflects a decrease of \$981,360 over last year's adopted budget. The decrease is due to the removal of JDC and tech bond cooperative #8, and decrease in Head Start grant budget.

Recommendation: Move to approve the 2017-2018 proposed budget for the operation of ESU #13 in the amount of \$15,065,216.

- **Resolution Setting the 2017-2018 Final Tax Request:**

The property tax request for the prior year will be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the governing body passes by a majority vote a *Resolution* setting the tax request at a different amount. ([Appendix C](#))

Recommendation: Move to approve the Resolution setting the 2017-2018 property tax request at \$1,666,873.61

- **Interlocal Agreement between ESU #13 and Laramie County School District #2**

The purpose of this proposed agreement is to create a cooperative undertaking between ESU #13 and Laramie County School District #2 to provide psychological services to qualified students in Pine Bluffs, Wyoming. ([Appendix D](#))

Recommendation: Move to approve the proposed Interlocal Agreement between ESU #13 and Laramie County School District #2.

6. Approval of Minutes (Motion necessary for Approval)

7. Adjournment

APPENDIX A

ESU 13 BOARD NOTES Dr. Jeff West September 2017

Scottsbluff Facility Projects

The new boilers and pumps are installed and functioning. We will have about \$167,126 carried over into this next fiscal year on the mechanical side to complete this project. The Meridian classroom cabinets and heater work will happen from October 16-30 so we will be moving the classrooms to conference rooms B and C during that time. The reason we are doing the work now is that it did not get included in last year's bid.

They should begin phase two of the concrete work in October. It includes the rest of the cement work north of the building as well as the south parking lot. I have budgeted \$600,000/year the past 3 years for improvements. I have done the same in the 2017-18 budget to cover the parking lots, cabinets/heaters in Meridian classrooms and the mechanical carryover.

Rusch Construction (Adams Electric) Garage Electrical

Adams Electric purchased the electrical equipment for the garage extension we are considering in the future to house our buses as part of the bid for the electrical to the garage for Fermin to work on cars. A letter from Jamie at Baker and Associates is included in your board packet with all the details. My question to the board is this; do we purchase the equipment from Adams Electric and then make sure we show when we bid the bus garage, that the owner has this electrical material? Since the electrical part of the garage has already been bid, I believe we would not need to bid it again, just the building. If we move forward with the bus garage, not an issue as we use the material we purchase from Adams. If for some reason we wouldn't, we would be stuck with the materials. I need to know the direction you wish me to take.

Sidney Office Update

Sounds like we should know something in 3 months or so according to the article in the Star-Herald on September 14th. I have not heard anything from the group in Sidney that is talking about a possible facility collaboration that I shared with you last month. The group is called "Sidney Create! It includes the following entities: Sidney Public Library, Sidney Chamber, UNL Extension-Sidney and ESU 13. They are discussing shared space and needs and if it might be possible for several of us to go together in a facility. Possibly one of the Cabela's corporate buildings should they become available and for the right price.

Board Finance Committee and 2017-18 Budget

The Finance Committee met to review the budget on September 7th. Members of the finance committee include, Bill, Ray, Mark, and Tom.

We have lowered the levy and reduced tax askings by \$197,000 this year. We are also lowering the cash reserve to \$4.7 million at the end of this year if we spend everything that is budgeted. The budgeted cash reserve is down from \$5.9 million at the start of last year. We reduced the cash reserve last year by about \$400,000. Our plan is to continue to address the projects and facility upgrades that will naturally reduce the cash reserve.

Of the \$4.7 million in this year's budgeted cash reserve here is the breakdown:
3 months payroll and bills: \$3 million
New Sidney office: \$1.7 million

This year's valuation increase was 3.3%. That was down from previous years of around 5%. I am wondering if we are beginning to see a downward adjustment to farm land valuations.

Landscaping and Sprinklers

This project has been completed.

Outside/Inside Signage

Mike Ferguson placed the last external sign in the north parking lot on Monday, September 11th so I believe this project has now also been completed.

Rule 11 Teacher Certification for Head Start

After our discussions last month, at the direction of the board, I reached out to a Lincoln school attorney, Rex Schultze, to give us some legal guidance on the issue of the Nebraska State Department of Education's Rule 11 (teacher certification) and if that applies to a federal program like Head Start and our Head Start teachers.

I will have a hard copy of Rex's legal opinion on this issue for you at our meeting. Rex recommended that I collect them at the end of the meeting so we don't have them circulating out there right now. This is because I have asked Rex to hold on to this letter that is addressed to the Commissioner of Education until I have given the Commissioner and the State Department of Education ample time to try and address this issue though some change in Rule 11. This is something we do not want to share with others as I don't want the Commissioner to be blindsided or surprised by this until we feel we have given it as much time as possible and need to consider introducing legislation.

Day Treatment/Day School Proposal

Members of the ESU 13 team (Jeff, Laura, Katie and Paul) and Region 1 talked with Senator Stinner to review our proposal for a Day Treatment/Day School in Scottsbluff. Senator Stinner is having his legislative staff work on possible legislation to introduce our proposal to the Education Committee this next year. He will also talk with some other Senators and the Governor. With the state deficit, Senator Stinner is not overly optimistic about our chances of getting funded this year, but hopeful we can get some funding for it in the next biennium. Senator Stinner is trying to get a pilot funded for 3-4 years at \$200,000/year.

The cost of educational side of the proposal is closer to \$700,000/year so we will need to get additional funding to make this work. I believe in order to get this done; we will need to braid funding from the state, ESU 13, our member schools, Region 1 and some other partners and/or funders. I have included a copy of the proposal in your Board packet. Next month I have asked Laura Barrett, Katie Carrizales and Paul Smith come to a meeting and talk in much more detail with you about our proposal and to answer any questions you may have.

Intensive Outpatient Program (ESU 13/Region 1)

This IOP project is being developed with ESU 13/Region 1 to fill the current void of IOP services available in Western Nebraska to meet the needs of children and youth with significant behavioral health concerns until we can get our day treatment/day school proposal in place. Students are not currently able to access IOP services in Western Nebraska. ESU 13/Region 1 are currently in the process of planning for a day treatment/day school facility, which would work closely with IOP services for meeting the needs of youth in the Region 1 area. The school districts with which we work indicate that, although they provide student supports through a variety of other strategies, they do not have the capacity to address severe behavioral or mental health concerns of students.

I am going to have Laura Barrett and Katie Carrizales come to the October Board meeting and talk with you in much more detail about these two issues (Day treatment/day school and IOP) and answer any questions you may have.

ESU 13 Contracting Psychological Services with Laramie CO School District #2 (Pine Bluffs)

This next year, we will be providing psychological services to Pine Bluffs. Paul Smith will be going there 1.5 days a week. Some of his caseload here in Nebraska will be distributed to other psychological department staff. Pine Bluffs will also be paying hotel and meals.

I am excited about the possibility of expanding into Wyoming in this area next year with the hope that maybe we can find other opportunities to provide additional services to Eastern Wyoming in the future.

At last month's board meeting, I was asked to check with a school law attorney to see if we can legally cross state lines and provide services. We can, and I asked Rex Schultze to write up an interlocal agreement between ESU 13 and Pine Bluffs, Wyo.

Both Boards will need to sign the agreement.

Official State Auditor Letter

We have officially received the letter from the State Auditor's Office about next year's visit. They will begin work in October.

They will issue the following reports:

- A report on the financial statements of the ESU, on a cash basis;
- A report on the internal control structure based solely on their consideration of the structure made as a part of the audit of the financial statements; and
- A report on compliance with laws and regulations that may have a material effect on the financial statements.

Cost: not to exceed \$25,000.

Still not sure of the exact week they will be here, sometime in October.

ESU Administrator Evaluation Instrument

I have reached out to the other ESU administrators and asked them to share with me the evaluation instrument they use with their boards. Desira has uploaded them to the board packet. This is something I think we need to take our time with this year to review and discuss so we end up with an instrument that meets the needs of the Board, is clear and easy for me to understand, and is not overly complicated or lengthy. Perhaps a committee can be established and we can work to select the appropriate evaluation tool and bring it back to the entire board?

APPENDIX B

RESOLUTION REGARDING 1% ADDITIONAL INCREASE IN RESTRICTED FUNDS FOR EDUCATIONAL SERVICE UNIT NO. 13

WHEREAS the Board of Educational Service Unit No. 13 (ESU #13) received testimony on a proposed additional one percent (1%) increase in the restricted funds budget for the 2017-2018 fiscal year, in addition to the allowable growth rate for such funds for ESU #13; and

WHEREAS testimony, if any, was received on the issue as follows; and

WHEREAS the Board has followed the procedures set forth in Nebraska State Statute, Section 13-519 and has received a basic allowable growth rate in the amount of 2.5%; and

WHEREAS the Board believes it is in the best interest of ESU #13 to raise the restricted funds portion of the 2017-2018 General Fund budget by 1% (not to exceed allowable growth rate plus up to an additional 1%) over the restricted funds portion of the General Fund budget, as otherwise allowed by law;

NOW BE IT THEREFORE RESOLVED that the 2017-2018 General Fund budget of ESU #13 be authorized to include an additional 1% increase in the restricted funds budget for the 2017-2018 fiscal year, and that this **RESOLUTION** be adopted by an affirmative vote of at least 75% of the authorized Board.

It is so moved by _____ and seconded by _____ this 19th day of September, 2017.

Roll call vote as follows:

Board Member	Yes	No
Diane Coon		
Steve Diemoz		
Patricia Dobry		
Don Egging		
Patricia Jones		
William Knapper		
Scott Marsh		
Kim Marx		
Tom Millette		
Ray Richards		
Mark Sinner		
Rosalene Tollman		

The undersigned herewith certifies as Secretary of the Board of ESU #13 that the above **RESOLUTION** was duly adopted by a majority of said Board at a duly constituted public meeting of said Board.

Secretary of Board: _____

APPENDIX C

RESOLUTION SETTING THE FINAL PROPERTY TAX REQUEST
OF EDUCATIONAL SERVICE UNIT NO. 13

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the governing body of Educational Service Unit No. 13 (ESU #13) passes by a majority vote a **RESOLUTION** setting the tax request at a different amount; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interest of ESU #13 that the property tax request for the current year be a different amount than the property tax request for the prior year.

NOW, THEREFORE, the governing body of ESU #13, by a majority vote, resolves that:

1. The 2017-2018 property tax request be set at:

Fund	Tax Request	Levy
General	\$1,607,768.61	0.013675891
Bonded Indebtedness	\$ 59,105.00	0.000502754
Total	\$1,666,873.61	0.014178645
2017 Valuation: \$11,756,225,075		

2. A copy of this **RESOLUTION** shall be certified and forwarded to the County Clerk prior to October 13, 2017.

It is so moved by _____ and seconded
by _____ this 19th day of September, 2017.

Roll call vote as follows:

Board Member	Yes	No
Diane Coon		
Steve Diemoz		
Patricia Dobry		
Don Egging		
Patricia Jones		
William Knapper		
Scott Marsh		
Kim Marx		
Tom Millette		

Ray Richards		
Mark Sinner		
Rosalene Tollman		

The undersigned herewith certifies as Secretary of the Board of ESU #13 that the above-stated **RESOLUTION** was duly adopted by a majority of said Board at a duly constituted public meeting of said Board.

Secretary of the Board _____

APPENDIX D

INTERLOCAL AGREEMENT – PSYCHOLOGIST SERVICES

This Interlocal Agreement (“Agreement”) is made and entered into on the dates provided below by and between EDUCATIONAL SERVICE UNIT NO. 13 OF NEBRASKA, a political subdivision of the State of Nebraska (hereinafter referred to as "ESU No. 13") and LARAMIE COUNTY SCHOOL DISTRICT NO. 2, a political subdivision of the State of Wyoming (hereinafter referred to as "School District No. 2").

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq., (the "Act"), of the State of Nebraska, and specifically Neb. Rev. Stat. §13-804(1) provides that two or more public agencies of Nebraska and a public agency of any other state may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act and no separate legal or administrative entity is created under this Agreement; and

WHEREAS, the ESU No. 13 and School District No. 2 have engaged in a cooperative program for the mutual benefit of both entities for ESU No. 13 to provide psychological services to qualified students, assistance in developing and writing confidential Psychological Reports, provisions of relevant documentations and progress reports for programming purposes of students, and provide consultation with relevant staff of School District No. 2.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by the parties hereto as follows:

1. Purpose, Program Administrators and Duration:

A. Purpose. The purpose of this Agreement is to create a cooperative undertaking between the ESU No. 13 and School District No. 2 for ESU No. 13 to provide psychological services by a person licensed and certificated in the State of Wyoming to qualified students, assistance in developing and writing confidential Psychological Reports, provisions of relevant documentations and progress reports for programming purposes of students, and provide consultation with relevant staff of School District No. 2.

B. Program Administrators. Except as otherwise provided herein, the cooperative undertaking shall be administered by a program administrator from ESU No. 13 and a program administrator from School District No. 2 (the “Program Administrator(s)”). School District No. 2 hereby designates Nancy Malcom, or designee as its Program Administrator under this Agreement. ESU No. 13 hereby designates Jeff West or his designee as its Program Administrator under this Agreement. The Program Administrators shall be directly responsible for making decisions and for administering and managing student participation and ESU No. 13 obligations of School District No. 2/ESU No. 13 for the provisions of school psychologist services. The Program Administrators shall mutually administer this Agreement and agree on the practices, procedures and parameters of utilization as provided herein. The Program Administrator may be changed from time to time by any party appointing a successor Program Administrator upon no less than seven (7) days advance written notice to the other party.

C. Duration and Consideration and Termination.

1. Duration: This Agreement shall be in full force and effect for a term of one (1) year beginning July 1, 2017 and ending June 30, 2018 (initial term) and may be renewed for additional two (2) year terms (renewal term(s)) as mutually agreed upon by the parties.

2. Consideration: In consideration of the Psychologist services provided by ESU No. 13, School District No. 2 shall pay, upon receipt of an invoice from ESU No. 13:

a. Psychologist Services: Psychologist services shall be provided on an hourly basis at the rate of \$115 per hour for the services of the certificated Psychologist, PROVIDED, that when total compensation reaches \$95,000.00, services shall end unless extended by mutual agreement of the parties. Invoices shall detail the specific services rendered, including the number of hours (in increments of .25 hour), date and time of such services.

b. Psychologist Expenses: The Psychologist assigned by ESU No. 13 to provide the Psychologist services shall be paid a per diem for the following in the following amounts:

Meals	\$51.00 per day
Lodging	\$70.00 per day*

*When services are rendered two days in a row.

3. Termination: Either party shall notify the other party ninety (90) days in advance of any intent to terminate the Agreement. Any expenses or obligations shall be paid and/or completed prior to the effective date of the termination.

2. Indemnification.

A. ESU No. 13 shall indemnify, defend, and hold School District No. 2, its officers, agents and employees harmless from and against all claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from the School District No. 2/ESU No. 13 School Psychologist Services that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by any intentional or negligent act or omission.

B. School District No. 2 shall indemnify, defend, and hold ESU No. 13, its officers, agents and employees harmless from and against all claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from inappropriate use of School District No. 2/ESU No. 13 School Psychologist Services that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by any intentional or negligent act or omission.

C. This section shall not require either party to indemnify or hold harmless the other party for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of one party. The parties do not waive their governmental immunity by entering into this Agreement and fully retain all immunities and defenses provided by law. This section survives any termination of this Agreement.

3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors and assigns.

4. Amendments. This Agreement may only be amended or modified in writing signed by all parties to this Agreement.

5. Further Assurances. Each party will use its best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

6. Execution in Counterparts. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

7. Governing Law. All aspects of this Agreement shall be governed by the laws of the State of Wyoming, except the authorization for ESU No. 13 to enter into this agreement under the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq. Invalidity of any portion of this Agreement shall not invalidate the remaining provisions.

8. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against any party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of the rules, regulations and policies of School District No. 2 and interpretation of contracts generally.

9. Severability and Savings Clause. Each section of this Agreement is hereby declared to be independent of every other section so far as inducement for the acceptance of this Agreement and invalidity of any section of this Agreement shall not invalidate any other section.

10. Waiver. Any waiver by any party of a default of any other party of this Agreement shall not affect or impair any right arising from any subsequent default. No custom or practice of the parties which varies from the terms of this Agreement shall be a waiver of any party's right to demand exact compliance with the terms of this Agreement

11. Relationship of Parties. Neither the method of computation of funding nor any other provisions contained in this Agreement nor any acts of any party shall be deemed or construed by either party, or by any third person to create the relationship of partnership or of joint venture or of any association between the parties, other than contractual relationships stated in this Agreement.

12. Assignment. This agreement may not be assigned by either party.

IN WITNESS WHEREOF, each of the parties hereto have executed and delivered this document by its duly authorized officer on the date set forth below.

Laramie County School District No. 2	Educational Service Unit No. 13 of Nebraska
Dated this ___ day of _____, 2017	Dated this ___ day of _____, 2017

By: _____ - Nancy Malcolm, Director of Special Services	By: _____ - Dr. Jeff West, Administrator
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