

**DATE:**

**TO:** ESU #1 Board of Directors

**FROM:** Bill Heimann, Administrator

**RE:** Tuesday, November 14, 2023 Board Meeting

There will be a meeting of the ESU #1 Board of Directors, on Tuesday, November 14, 2023, at 5:30 PM in the

ESU #1 Conference Room  
211 Tenth Street  
Wakefield, NE 68784-5014

Consideration, discussion and any action necessary will be taken on the following items.

- A. Notification of Open Meetings Law
- B. Roll Call\*
- C. Consent Agenda\*
  - C.1. Previous Minutes (copy attached)
  - C.2. Financial Reports\*
    - C.2.a. Revenue Report/Treasurer's Report
    - C.2.b. Cash Summary/Expenditure Report
  - C.3. Bills for November
  - C.4. Administrator's Monthly Report
    - C.4.a. EMC Insurance Dividend
    - C.4.b. Facility Projects
    - C.4.c. Clifton Strengths for ESU 1 Employees
    - C.4.d. AESA Conference
    - C.4.e. Lincoln Public Schools Accreditation Team Review
    - C.4.f. ESUCC Meeting Report
- D. Public Comment
- E. Educator Health Alliance Insurance Rates 2024-25
- F. Employee Negotiations Process
- G. Administrator Evaluation Process
- H. Personnel\*
  - H.1. Consider, discuss, and take necessary action on employee contracts and personnel changes.
    - H.1.a. Resignation(s)
    - H.1.b. New Hire(s)\*
    - H.1.c. Contract Change(s)
    - H.1.d. Termination(s)
- I. Adjournment

This agenda contains a list of subjects known at the time of its distribution on . A copy of the agenda reflecting any changes will be kept in the ESU #1 Administrative office and will be readily available for public inspection during normal office hours. Except for items of emergency nature, the agenda will not be enlarged later than twenty-four hours before the

scheduled commencement of the meeting. The Board reserves the right to change the order of business discussed.

\*Action Items

# Nebraska Open Meetings Act

**84-1407. Act, how cited.** Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

**84-1408. Declaration of intent; meetings open to public.** It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret. Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

**84-1409. Terms, defined.** For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

**84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.**

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as: (a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body; (b) Discussion regarding deployment of security personnel or devices; (c) Investigative proceedings regarding allegations of criminal misconduct; (d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting; (e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or (f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length. Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

**84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body.**

(1)(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public. (b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website. (ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by: (A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website; or (B) Posting written notice in three conspicuous public places in such city or village. Such notice shall be posted in the same three places for each meeting. (iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body. (c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee. (d) Each public body shall record the methods and dates of such notice in its minutes. (e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to

modify the agenda to include items of an emergency nature only at such public meeting.

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met: (i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity; (ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act; (iii) The governing body of a public power district having a chartered territory of more than one county in this state; (iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state; (v) An educational service unit; (vi) The Educational Service Unit Coordinating Council; (vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act; (viii) A community college board of governors; (ix) The Nebraska Brand Committee; (x) A local public health department; (xi) A metropolitan utilities district; (xii) A regional metropolitan transit authority; and (xiii) A natural resources district. (b) The requirements for holding a meeting by means of virtual conferencing are as follows: (i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference; (ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with at least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used; (iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and (iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, the organization may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

(3) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body. (b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings. (c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsection (5) of section 84-1413. (8) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (2)(a) of this section may hold a meeting by virtual conferencing if: (a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body; (b) No action is taken by the public body at the virtual meeting; and (c) The public body complies with subdivisions (2)(b)(i) and (2)(b)(ii) of this section.

**84-1412. Meetings of public body; rights of public; public body; powers and duties.**

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if: (a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction; (b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience; (c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an instate location to members, the public, or the press, if requested twenty-four hours in advance; (d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state; (e) Out-of-state meetings are not used to circumvent any of the public government purposes established in

the Open Meetings Act; and (f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) Each public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at a meeting.

(8) Public bodies shall make available at the meeting or the instate location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

**84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; when.**

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written or kept as an electronic record and shall be available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing or keeping the minutes is absent due to a serious illness or emergency.

(6) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public website for at least six months.

**84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.**

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

**84-1415. Open Meetings Act; requirements; waiver; validity of action.** No motion, resolution, rule, regulation, ordinance, or formal action made, adopted, passed, or taken at a meeting as defined in section 84-1409 of a public body as defined in this section shall be invalidated because such motion, resolution, rule, regulation, ordinance, or formal action was made, adopted, passed, or taken at a meeting or meetings on or after March 17, 2020, and on or before April 30, 2021, pursuant to a Governor's Executive Order which waived certain requirements of the Open Meetings Act.

Revised 4-2022

**Nebraska Open Meetings Act**



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PERRY, GUTHERY, HAASE & GESSFORD, P.C., L.L.O.  
233 South 13<sup>th</sup> Street, Suite 1400, Lincoln, NE 68508  
(402) 476-9200  
[perrylawfirm.com](http://perrylawfirm.com)



**Nebraska Council  
of School Administrators**

455 South 11<sup>th</sup> Street, Suite A  
Lincoln, NE 68508  
(402) 476-8055  
[ncsa.org](http://ncsa.org)



## ESU #1 Interior Remodel PM

October 31<sup>st</sup> @ 1:30

HCI Job# 5975

### Construction Progress Meeting Minutes

- 1) Progress since last meeting.
  - a) HVAC 100% completed – Needs Balancing done.
  - b) Lighting is 97% installed. – RFI to do can lights generated – using puck lights
  - c) Casework installed, minus the 117A area may need to change and some adjusting and finishing on CT's
  - d) Flooring all but 3 rooms installed.
  
- 2) Look ahead to the next four weeks.
  - a) Glass mullion and to 2 scratched panels to be replaced.
  - b) Ceiling for room 130A Structural installed, drywall today.
  - c) Touch up Painting, Install WC1.- done.
  
- 3) New Business / Question or Comments / Area of concerns.
  - a) Process all change orders to be billed out of allowance on next billing.
  - b) Can lights in 111 lobby didn't fit, potentially needing a different light.
  - c) Lights in kitchen 119, owner would like updated?
  
- 4) Future Meetings Dates:
  - a) Punch List November 9<sup>th</sup> or 10<sup>th</sup>?
- 5) Meeting Minutes:
  - a) Damon to include Bill H in light programming. Happening 11/13
  - b) Owner training to happen for hvac controls, lighting controls, ect.

- c) Insulation in attic space needs to be fixed.
- d) Requested extra shelving in cabinets – TBD
- e) Various punchlist items talked about during walkthrough with Mike and Bill.



Participation. Collaboration. Cooperation.

## **Educators Health Alliance Sets 2024-25 School Year Rates**

*Overall premium increase of only 1.99% is well below the national average*

Lincoln, NE – Oct. 26, 2023 – There will be an overall increase of 1.99% in premiums next year for the medical and dental insurance plans used by nearly every Nebraska school district, following action by the Educators Health Alliance (EHA), a consortium of three statewide public school groups that manages the plan. All medical insurance rates and dental insurance rates for active employees and retirees will increase 1.99% from the 2023-24 rate level.

“The uncertainty brought on by the COVID-19 impact is diminishing and our claim experience has improved to the point that we are comfortable approving a rate increase below the national average,” said Trish Guinan, EHA Board Chair and NSEA Executive Director. “Given the current rate of inflation, we are particularly pleased we’ve been able to maintain our streak of more than 20 years without a double-digit increase in rates, and to average an increase of 4.45% for the last decade.”

Guinan also noted that there will be no benefit changes made in 2024-25.

“We believe it is important, particularly in these stressful times, to minimize the change in benefits to our members. We are happy to pass on the news that no benefit changes will be made for the 2024-25 contract year,” said Guinan.

The successful rollout of the alternate network product offering to all districts in areas of the state where network competition is possible will be continued in the 2024-25 plan year.

Guinan said the single-digit increase in premium rates is made possible due to several factors, including:

- The implementation of several new programs to manage pharmacy costs;
- Programs designed to assist in the management of chronic and emerging diseases; and
- Holding the line on health and administrative cost increases.

“The EHA Board has taken some strategic actions to manage our claim costs, especially with respect to a new diabetes claim management program,” said Beth Kernes Krause, EHA Vice Chair and Auburn Public Schools Board of Education member.

“The EHA Board takes its responsibility for plan oversight very seriously,” said Mike Dulaney, executive director of the Nebraska Council of School Administrators. “We believe the rate increase decision reached for the 2024-25 plan year will allow the EHA to continue to provide a quality, affordable health insurance plan well into the future.”

“The EHA Board understands the financial concerns of our members as well as the fiscal constraints facing school districts,” said Colby Coash, associate executive director of the Nebraska Association of School Boards. “With 80,000 members in the plan, EHA has the largest risk pool in the state, which allows more predictability and stability in rates. This benefits both districts and individuals and their families.”

*The Educators Health Alliance is a non-profit corporation that was created to procure quality, affordable healthcare insurance for Nebraska educational employees. The rates set by the EHA Board are for the Blue Cross and Blue Shield of Nebraska (BCBSNE) healthcare plan used by more than 400 public school districts and affiliate groups in the state. The plan is governed by a 12-member board representing the Nebraska Association of School Boards, the Nebraska Council of School Administrators, and the Nebraska State Education Association. More than 80,000 Nebraskans are covered by the plan, making it the largest health plan in the state.*

Find more information at <https://www.ehaplan.org/>

###

Contact: Trish Guinan, EHA Chair, 402-475-7611, [trish.guinan@nsea.org](mailto:trish.guinan@nsea.org)



Educators  
**Health**  
Alliance

Renewal Effective September 1, 2024

The EHA Board of Directors has announced the following rate and benefit change decisions for the 2024 - 25 contract year effective September 1, 2024.

**Premium Rate Change**

The medical rates for all Active Employee plans will increase by 1.99%.

The medical rates for all Early Retiree plans will increase by 1.99%.

The dental rates for all participants will increase by 1.99%.

The overall increase for medical and dental coverage combined is 1.99%.

**Benefit Changes**

There are no benefit changes for the 2024 - 25 contract year.

**MASTER AGREEMENT**

Between

EDUCATIONAL SERVICE UNIT #1  
211 Tenth Street  
Wakefield, Nebraska

and

EDUCATIONAL SERVICE UNIT #1 EDUCATION ASSOCIATION

FOR ACADEMIC YEARS

2022-23 & 2023-24

## **PREAMBLE**

This Agreement is made and entered into this 14th day of December, 2021 by and between the Board of Education of Educational Service Unit #1, in the State of Nebraska, herein referred to as the "Board" or "Unit" as the context may require, and Educational Service Unit #1 Education Association, herein referred to as the "Association".

## **GENERAL PURPOSE**

The Board and the Association recognize the need to develop a quality educational program for the children attending the public schools in the area serviced by Educational Service Unit #1. It is a joint responsibility which can best be achieved by agreement that all parties work toward common goals. The public officials and the Association enter into this Agreement with mutual dedication, recognizing that the experience, creativity, and judgment of all parties are necessary to reach the educational needs of the community.

## **TERM**

This Agreement shall set forth the terms and conditions of employment between the Board and the Association for school year's 2022-23 and 2023-24 and shall continue in full force and effect until superseded by a new Agreement executed by the parties or until superseded in whole or in part by an appropriate final order of the Commission of Industrial Relations.

## **ARTICLE I**

### Recognition

The Board recognizes, for the term of this Agreement, that the Association is the exclusive and sole collective negotiating representative for all teachers employed by the Unit.

Teachers shall mean all certificated teacher personnel and other professional personnel holding a position for which a certificate is required from the State Department of Education employed by the Unit.

## **ARTICLE II**

### Association Rights

#### A. COLLECTIVE BARGAINING

1. The Board and the Association have a mutual responsibility to monitor the administration of the provisions of this Agreement so that all certificated employees covered by its terms receive appropriate compensation and benefits.
2. Annually, by **October 15**, the Unit shall provide the Association President a report showing the placement of each teacher on the salary schedule, and fringe benefits provided.
3. If the Association believes that any member of the bargaining unit is not being appropriately compensated in accordance with this Agreement, it shall notify the ESU Administrator of the claimed deviation within thirty (30) days following receipt of the report. Failure of the Association to so notify the Administrator within the time frame set forth above shall constitute a waiver of any such deviation by the Association and the affected employee for the term of this Agreement.

#### B. ASSOCIATION USE OF UNIT PROPERTY

1. Representatives of the Association and its affiliates shall be allowed to conduct Association business on Unit property after normal ESU business hours, provided such business does not cause undue interruption of the Unit's program.

2. The Association shall be allowed the use of Unit buildings for meetings, provided such use does not result in unscheduled maintenance costs, in which case an appropriate fee for such use shall be negotiated between the parties to this Agreement.
3. The Association will be allowed the use of Unit equipment including computers, copiers, audiovisual equipment, and other standard office equipment, provided that the Board may assess the Association a reasonable fee for use of expendable supplies consumed during such use.
4. Upon administrative approval, the Association may request secretarial assistance. Labor expenses will be billed to the Association at actual cost.

C. ASSOCIATION USE OF UNIT'S COMMUNICATION SYSTEMS

The Association shall be allowed to make reasonable use of the Unit's communication systems, including teachers' mailboxes, teacher bulletins, e-mail, etc., but exclusive of telephones or other systems of communication requiring the expenditure of Unit funds. Use of such systems shall not cause unnecessary interruption within the Unit.

D. PAYROLL DEDUCTIONS

Upon written authorization from the employee, the Unit will make employee salary deductions and appropriate remittance for health insurance, life insurance, credit unions, annuities, savings bonds, charitable donations, and other insurance policies not specifically named. These deductions must be requested no later than ten (10) days prior to the date of payroll preparation for the month in which the deduction is to begin.

**ARTICLE III**

Grievance Procedure

A. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to a grievance which may arise affecting certificated employees with regard to the terms and conditions of employment set forth in the negotiated agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. DEFINITIONS

1. Grievance:

Any claim or claims by a certificated employee, a group of certificated employees, or the Association, that there has been a violation, misinterpretation, or misapplication of the terms and conditions of employment set forth in the negotiated Agreement.

2. Grievant:

Certificated employee, group of certificated employees, or the Association making the claim as provided in paragraph B. 1., above.

3. Time Limits:

All time limits herein shall consist of certificated working days; except when a grievance is submitted after the end of the school year. The time limits shall consist of all days Monday through Friday. The number of days indicated at each level should be considered maximum; and every effort shall be made at all levels to expedite the process. Failure of any Grievant to

comply with the time limits contained herein shall constitute a waiver of right of appeal to the next step. Failure of the Board or its representatives to comply with the time limits at any level shall permit the Grievant to appeal the grievance to the next step.

4. Grievance Meetings or Hearings:

All meetings and hearings under this procedure up to and including Step 2, shall be conducted in private, and shall include only the Administration's representatives, the Grievant and his/her designated representatives. If the Grievant chooses to represent himself, the Association shall have the right to be present as provided in Section C of this procedure. All parties shall have the right to request a record of the proceedings of any hearing or meeting at all formal levels of the grievance procedure; provided that the cost of such recording shall be paid by the party requesting the same. A copy of any record proceeding shall be made available to the other party at the other party's cost upon request. All proceedings recorded under this grievance procedure shall be by transcription by a certified court reporter. Hearings before the Board shall be open or closed at the discretion of the Grievant.

C. ASSOCIATION REPRESENTATION

1. A Grievant shall have the right to have Association representatives present at each level of the grievance procedure. When a Grievant chooses to represent himself, the Association, at its discretion, may have representatives present for any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented. Nothing herein shall be construed as limiting the right of any certificated employee to discuss his grievance informally with his immediate superior and to have the grievance adjusted informally. The Association shall be notified in writing of the issues and the settlement before the settlement becomes effective. The settlement shall be consistent with the terms of the negotiated Agreement.
2. Under this provision, the Board recognizes the grievance committee of the Association, and its grievance representatives, as parties in interest to any grievance proceeding as provided above.

D. REPRISALS

No reprisals of any kind shall be taken against any employee who utilizes this grievance procedure.

E. WITHDRAWAL OF GRIEVANCE

An employee may withdraw a grievance at any level of the procedure without fear of reprisal from any party. When the Association feels that the issues should be resolved, the Association may assume the grievance at the point discontinued by the individual and advance through the remainder of the procedure.

F. ADVANCE STEP FILING

The grievance shall initially be filed at the level where the decision resulting in the grievance was made.

G. THE PROCEDURE

When requested by the certificated employee, a representative of the Association may assist in this resolution. However, when the grievance remains unresolved, then the grievance may proceed as follows:

- STEP 1: The employee or Association may present the grievance in writing to the employee's immediate supervisor, who will arrange for a meeting of the parties in interest within three (3) days. The Association's representative, the Grievant, and his/her immediate

supervisor shall be present at the meeting. Within two (2) days, the immediate supervisor shall provide the Grievant and the Association with a written answer to the grievance.

STEP 2: If the grievance is not resolved at Step 1, the Grievant or the Association shall refer the grievance to the Administrator or designee within six (6) days of receipt of the answer in Step 1. The Administrator shall arrange for a hearing with the Grievant and the Association's representative to take place within five (5) days of receipt of the appeal. Each party shall have the right to include in his representation such witnesses deemed necessary to develop the facts pertinent to the grievance. The Administrator will have four (4) days from the date of the hearing to provide the Grievant and the Association of his written decision.

STEP 3: If the grievance is not resolved at Step 2, the Grievant or the Association shall refer the grievance in writing to the Board Chairman within ten (10) days of the decision provided by the Grievant at Step 2, above. The board Chairman shall have ten (10) days from the date the appeal is received in which to schedule a hearing on the grievance before the Board. Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance. The Board will have five (5) days from the date of the hearing to notify, in writing, the Grievant and the Association of the Board's decision.

#### H. OTHER CONSIDERATIONS

1. The employee must file the grievance within fifteen (15) calendar days of the date the employee knew of the conditions giving rise to the grievance.
2. The form herein presented as **EXHIBIT "A"** shall be used for all grievances.

### **ARTICLE IV**

#### Salary Schedule Placement

#### A. SALARY SCHEDULE

##### 1. Full-Time Employees:

The salary schedules for regular full-time instructional staff covered by this Agreement is set forth in the appendix attached hereto and made part of this Agreement as **EXHIBIT "B1"** for contract year 2022-2023 and **EXHIBIT "B2"** for contract year 2023-2024.

A non-indexed wage in the amount of \$3,500 will be added to the base salary of each full-time employee for both the 2022-2023 and 2023-2024 contract year, which is subject to retirement contributions by the ESU and the employee. The parties agree that such retirement contribution by the ESU constitutes a portion of the total compensation paid to members of the bargaining unit and should be included along with the FICA/Medicare taxes thereon in the calculation of total compensation for purposes of comparability.

##### 2. Part-Time Employees:

The salaries and non-indexed wage of all regular part-time employees covered by this Agreement will be at a ratio proportionate to their part-time service. (Example: A certificated employee carrying a .50 work assignment for a full contract year will be paid .5 of the salary indicated on **EXHIBIT "B1"** for contract year 2022-2023 and **EXHIBIT "B2"** for contract year 2023-2024 for education and experience level and .5 of the non-indexed wage shown in A-1 above.)

3. Supplemental Programs:

- a. Service under supplemental and/or summer programs shall be voluntary on the part of any employee.
- b. Opportunity for employment under supplemental and/or summer programs shall be extended to current employees before any others may be employed for such service.
- c. Supplemental contracts will be written for supplemental and/or summer programs.
- d. The rate of pay for all days worked beyond the stated number of contract days shall be paid on a per diem basis based on the employee's regular indexed contract. The work requiring extra hours/days is to be directly related to the staff's current position and job duties as stated in their Job Description.
- e. The rate of pay for hours/days worked beyond a staff member's contract for duties unrelated to their current position, or not specified in their current Job Description, may be mutually determined by the employee and the administration.

4. Extra Duty Compensation for Supervisory/Coordinator Positions:

Employees whose jobs include supervisory and/or coordinating duties as determined by the Administrator, shall receive an additional ten percent (10%) of the Base Salary for five additional days of service as compensation, for the added responsibility and work. Days worked beyond the designated amount must be administratively approved and reimbursed on a per diem basis.

5. Instructional Salary Schedule Definitions:

- a. BA Lane: Shall mean any baccalaureate degree granted by an accredited college or university on the basis of an approved program of studies.
- b. BA+9 Lane: Shall mean any baccalaureate degree granted by an accredited college or university on the basis of an approved program of studies, as well as the accumulation of nine (9) additional graduate level semester hours of study earned at an accredited institution.
- c. BA+18 Lane: Shall mean any baccalaureate degree granted by an accredited college or university on the basis of an approved program of studies, as well as the accumulation of eighteen (18) additional graduate level semester hours of study earned at an accredited institution.
- d. BA+27 Lane: Shall mean any baccalaureate degree granted by an accredited college or university on the basis of an approved program of studies, as well as the accumulation of twenty-seven (27) additional graduate level semester hours of study earned at an accredited institution.
- e. BA+36 or MA Lane: Shall mean any baccalaureate degree granted by an accredited college or university on the basis of an approved program of studies, as well as the accumulation of thirty-six (36) additional graduate level semester hours of study earned at an accredited institution, OR shall mean any Masters Degree granted by an accredited college or university on the basis of an approved program of studies.
- f. MA+9 Lane: Shall mean any Masters Degree granted by an accredited college or university on the basis of an approved program of studies, as well as the accumulation of nine (9) additional graduate level semester hours of study earned at an accredited institution.
- g. MA+18 Lane: Shall mean any Masters Degree granted by an accredited college or university

on the basis of an approved program of studies, as well as the accumulation of eighteen (18) additional graduate level semester hours of study earned at an accredited institution.

- h. MA+27 Lane: Shall mean any Masters Degree granted by an accredited college or university on the basis of an approved program of studies, as well as the accumulation of twenty-seven (27) additional graduate level semester hours of study earned at an accredited institution.
- i. MA+36 Lane: Shall mean any Masters Degree granted by an accredited college or university on the basis of an approved program of studies, as well as the accumulation of thirty-six (36) additional graduate level semester hours of study earned at an accredited institution.
- j. Specialist Lane: Shall mean a Specialist Degree granted by an accredited college or university on the basis of an approved program of studies specific to the teaching position. No certified employee will lose their position on the salary schedule.
- k. For purposes of interpreting b. through i. above, it shall be assumed generally that the phrase "...additional hours of study..." means hours of study related to the field in which an individual is employed. Undergraduate or non-field related hours of study may be granted, for purposes of salary schedule placement, provided such hours of study are judged to be of direct benefit to the clients of the service unit or to the Unit in general.
- l. Any employee intending to earn additional credits to be considered for additional pay shall submit the proposed course in writing to the Administrator before taking said course. The employee shall be notified in writing of the Administrator's decision within ten (10) working days of the employee's request.
- m. All transcripts of credits or grade reports (until transcript becomes available) must be on file at the Unit on or before September 1.

## B. PLACEMENT ON THE SALARY SCHEDULE

### 1. Adjustment to Salary Schedule:

Each employee shall be placed at the proper step and lane of the salary schedule as of the effective date of this Agreement and in accordance with 2., below (Credit for Previous Experience).

After the academic year 2010-11, employees hired for positions for which they are not endorsed and who are not enrolled in a program of study to become endorsed in the assigned teaching area will be placed at the BA to BA+18 level. Final placement will be determined by the Administrator and based on degree and graduate hours earned.

### 2. Eliminated Step Placement:

Staff currently placed on a step that was eliminated through the restructuring of the 2004-05 salary schedule will remain at that index indefinitely as shown in grey shading on Exhibit B1 and Exhibit B2. If a staff member moves horizontally from an eliminated step to an active step, they will be unable to access the eliminated area in the future. Staff members currently placed outside of the eliminated area will not be allowed future access to the eliminated area.

### 3. Credit for Previous Experience:

All degreed staff shall be given credit for previous position-related experience as determined by the administration.

4. Placement in Writing:

All certificated staff shall be notified in writing of their placement on the salary schedule in effect at the time they sign their annual contracts.

5. In lieu of a subsequent and superseding Agreement, all employees shall be given credit for years of service and horizontal movement as they become eligible for such placement.

C. ADVANCEMENT ON SALARY SCHEDULE

1. Experience Steps:

- a. Employees shall be granted not more than one (1) increment of vertical movement on the salary schedule for each year of service. There was no vertical movement for contract year 2004-05.
- b. For purposes of determining such increments, a year of service consists of employment for consecutive working days equaling fifty percent (50%) or more of the working days in the contract year. Employees working less than fifty percent (50%) of the contract year will be eligible to move every other year.

2. Educational Lanes:

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall be placed on the experience steps corresponding to that which they would have been entitled had they remained in their former educational lanes. An eligible employee shall be entitled to move both horizontally and vertically in the same year. The employee shall not be limited in the number of educational lanes to which he may advance in one year.

D. METHOD OF PAYMENT

1. Pay Periods:

Every effort shall be made to insure that each employee shall receive salary payment on the fifteenth (15th) of each month.

2. Exceptions:

When a payday falls on or during a school holiday, vacation, or weekend, the Unit will use every reasonable means to insure that employees receive their salary payment on the last previous workday.

3. Deduction for Absence:

Salary deductions for each day of absence from duty for reasons not allowable under this Agreement shall be determined by a fraction of which the numerator is one (1) and the denominator is the total number of contract days of employment for the respective employee. Deductions may be made the month following such absence.

E. BASE SALARY

1. The base salary for the 2022-2023 year for certified staff members, applicable to the 1.02 index as indicated by the appropriate schedule in **EXHIBIT "B1"** shall be \$39,805 for a 185-day regular contract for the period September 1, 2022 through August 31, 2023.

2. The base salary for the 2023-2024 year for certified staff members, applicable to the 1.02 index as indicated by the appropriate schedule in **EXHIBIT "B2"** shall be \$40,310 for a 185-day regular contract for the period September 1, 2023 through August 31, 2024.

**ARTICLE V**  
Insurance

A. DISABILITY INSURANCE

Each eligible employee shall be covered by a group long-term disability insurance program according to the terms of the program agreed to by the parties. The policy provided shall be the "Protector Plus" with an elimination period equal to the end of accumulated sick leave. An employee of ESU #1 in a position of at least .5 FTE will participate in and pay the premium for, group long-term disability coverage contracted by the Unit with an insurance company to partially protect salaries of employees unable to perform their duties. The premium will be a monthly employee payroll deduction.

B. GROUP HEALTH AND DENTAL INSURANCE

A group health and dental insurance plan providing for benefits equal to Educators Health Alliance – Blue Preferred \$1,050 Deductible Plan and the \$2,500 Dual Option Deductible Plan with 80% A, B w/ 50% C dental coverage (hereinafter "Group Plan") shall be in effect for the term of this Agreement.

<b>2022-2023/BC-BS \$1,050 Ded Plan &amp; \$2,500 Dual Option Ded Plan</b>	<b>\$1,050 Plan Annual Premium</b>	<b>\$2,500 Plan Annual Premium</b>	<b>ESU Annual Premium Pay</b> (Unless noted, the same for both plans)	<b>ESU Monthly Premium Pay</b> (Unless noted, the same for both plans)
Single w/ Single Dental	\$9,334.56	\$7,931.04	\$1,050 ~ \$8,885.64 \$2,500 ~ \$7,931.04	\$1,050 ~ \$740.47 \$2,500 ~ \$660.92
Employee/Child(ren) w/ Single Dental	\$16,967.88	\$14,371.68	\$12,814.56	\$1,067.88
Employee/Spouse w/ Single Dental	\$19,212.72	\$16,265.64	\$13,555.20	\$1,129.60
Family w/ Single Dental	\$25,676.28	\$21,719.04	\$18,079.80	\$1,506.65

<b>2023-2024/BC-BS \$1,050 Ded Plan &amp; \$2,500 Dual Option Ded Plan</b>	<b>\$1,050 Plan Annual Premium</b>	<b>\$2,500 Plan Annual Premium</b>	<b>ESU Annual Premium Pay</b> (Unless noted, the same for both plans)	<b>ESU Monthly Premium Pay</b> (Unless noted, the same for both plans)
Single w/ Single Dental	TBD	TBD	\$1,050 ~ \$9,418.68 \$2,500 ~ \$8,406.84	\$1,050 ~ \$784.89 \$2,500 ~ \$700.57
Employee/Child(ren) w/ Single Dental	TBD	TBD	\$13,583.40	\$1,131.95
Employee/Spouse w/ Single Dental	TBD	TBD	\$14,368.56	\$1,197.38
Family w/ Single Dental	TBD	TBD	\$19,164.48	\$1,597.04

\* 2023-24 rates were estimated at a 6% increase. Final calculations will be completed once exact figures are known. The ESU will pay 95%, 75% and 70% of the \$1,050 deductible premium costs and 100% of the employee only dental plan not to exceed the maximum amounts shown above.

1. Employees whose terms of work are less than full-time shall have premiums noted above paid in proportion to the time worked in relation to full-time employment; further, payroll deductions shall be authorized in an amount equal to the total premium less an amount authorized for payment by the Board. Employees employed less than .50 FTE are not eligible for insurance benefits.
2. All insurance programs provided by the Board shall be for twelve (12) consecutive months.
3. Federal Law HR 3838 - COBRA; refer to **EXHIBIT "C"** for continuation of coverage options.
4. An employee covered by this Agreement may pay the extra money necessary for any of the additional EHA 80% A, B, w/ 50% C coverage dental options through a payroll deduction representing the difference between the cost of individual dental coverage and the additional option selected.

C. LIFE INSURANCE

Each eligible certified employee shall be covered by a term-life insurance policy in the amount of \$30,000 with additional benefits offered by accidental death and dismemberment. Each employee shall name the beneficiary of choice and the full premium shall be paid by the Board.

**ARTICLE VI**

Temporary Leaves of Absence

A. FORMS OF AUTHORIZED TEMPORARY LEAVE:

Sick, Bereavement/Funeral, Personal, Civil, Professional and Administrative Leave are all forms of authorized temporary Leave. Leave days are only available when the employee is currently employed by the ESU and the employee is unable to perform assigned duties based on the guidelines of each type of leave. Leave days outlined within are based on full-time employment of 185 days. Leave for less than full-time staff is pro-rated according to their FTE.

1. The Unit Administrator or designee shall maintain a record for each employee, accounting for time worked and for all absences from work. Such records must be maintained in order to serve as documentary evidence to support and justify authorized absences.
2. At the end of each school year, each employee shall be informed of the balances of leave accrued and unused.
3. All requests for leaves of absence shall be submitted in writing to the Unit Administrator or designee in advance of the anticipated absence except in such circumstances of illness or emergency which may preclude advance knowledge. In such cases a verbal, telephonic, or e-mail means of request is acceptable. A follow-up written notification of illness or emergency shall be submitted to the Unit Administrator or designee upon request.
4. Failure to comply with 3., above, may result in loss of pay.
5. Only Sick leave is cumulative; all others are for annual periods as noted.

B. AUTHORIZED LEAVES:

1. Sick Leave:

- a. Sick leave shall accrue to a maximum of fourteen (14) days for each annual employment anniversary and is cumulative to a maximum accrual balance of sixty-five (65) days, including current year. Sick leave may not be used in less than one-half day increments. Unused sick leave may be carried over from one leave year to the next succeeding leave year or years. The maximum that may be accumulated is 65 days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing leave year or years until the accumulated number of days is less than 65, and then only to the extent necessary to restore the total number of available sick leave days to a maximum of 65 days. There shall be no pay for unused sick leave either during or upon ending of employment.
  - b. The following conditions are considered valid reasons for which Sick leave shall be used: (1) When an employee is unable to perform his assignments because of illness, disability, or injury; or (2) When an employee obtains medical, dental surgery, optical examinations or treatment; or (3) When an employee's presence at work jeopardizes the health of others by exposing others to a contagious disease; or (4) When the illness, disability or injury of a member of the employee's immediate family (spouse, dependent children, other relatives residing with and dependent on the employee, or persons bearing the same relationship to the spouse) demands the employee's presence. For this circumstance, the Unit Administrator may determine the maximum term of sick leave to be granted. At the Unit Administrator's discretion, the definition of "immediate family" may be broadened.
  - c. A maximum of two [2] sick leave days may be used for nondependent family members (i.e. children, parents, grandparents, etc. as well as those bearing the same relationship to the employee's spouse) when the presence of the employee is deemed necessary. The use of this leave is subject to administrative approval. The following conditions are considered valid reasons for use of non dependent leave: (1) illness, disability or injury; or (2) medical, dental surgery, optical examinations or treatment; that demands the employee's presence.
  - d. Employees who use all accrued Sick leave for illness, disability, or injury may request and be granted, in lieu of Sick leave, Emergency, or Personal leave.
  - e. Absence due to illness, disability, or injury and which extends beyond the allowances provided for in this section may be authorized as Administrative leave without pay.
  - f. Advance notification shall be provided to the Administrator for the use of any sick leave that an employee may have prior knowledge (pregnancy, scheduled surgery and/or therapy, etc.)
  - g. Employees covered by this Agreement will be granted leave consistent with the provisions of the Family and Medical Leave Act of 1993.
2. Funeral/Bereavement Leave:

Sick leave benefits for Funeral/Bereavement leave will be granted for the period as hereinafter defined, during the time of the regular contract work period pursuant to the following provisions:

- a. Not more than five (5) days paid Sick leave shall be granted to the employee for each death in the immediate family (spouse, children, grandchildren, parents, grandparents, brother, sister, aunt, uncle, or other persons bearing the same relation to the employee's spouse). Family bereavement leave of 5 days is available for each such death, provided that the total paid family bereavement leave may not exceed 10 days in the leave year.
- b. For funerals of persons not in the employee's immediate family as defined in a., above, but for whom the employee has a close and significant relationship, up to one (1) day of paid Sick leave shall be granted. The combination of family and non-family bereavement leave

may not exceed 10 days in the leave year.

- c. Personal or Emergency leave shall, at the employer's option, be granted beyond the provisions for a. and b., above.

3. Personal Leave:

Two (2) days of Personal leave will be granted to each employee per year. The employee shall notify his division supervisor not less than five (5) days prior to using Personal leave. The five-day notification period may be waived in instances where Personal leave is used in lieu of expired Sick leave provisions. Personal leave may be used in not less than one-half (1/2) day increments. Leave following or preceding a holiday will be by permission of the administrator only. There is no carryover or accumulation of unused personal leave. Employees shall be required to use Personal Leave before requesting any leave without pay. **There shall be no pay for unused personal leave either during or upon ending of employment.**

4. Civil Leave:

- a. Jury Duty: If an employee is summoned for jury selection or to serve as a juror, he shall be entitled to paid Civil leave. The employee may retain pay as allowance earned for such duty.
- b. Court Subpoena: An employee subpoenaed to court on behalf of the court's jurisdiction shall be entitled to paid Civil leave.
- c. Other Court Appearances: Employees attending court as a plaintiff, defendant, witness, or spectator on a personal matter shall not be granted Civil leave.
- d. Other Legal: Employees may be granted Civil leave not to exceed two (2) days per year for the following:
  - (1) Estate settlement or probate for the employee's spouse, parent(s), brother, sister, or other person for whom the employee has been legally assigned responsibilities such as trustee, executor, or administrator; OR
  - (2) Legal proceedings, hearings, or inquiries related to child adoption, custody or foster parenting.
  - (3) Personal or Emergency Leave may, at the employer's option, be granted beyond the provisions for (1) and (2), above.

Employees required to appear in court or serve on a jury for a partial day (one-half or less) should make every attempt to return to their assigned duty station for the remainder of the day.

6. Professional Leave:

- a. Employees may be granted up to three (3) days paid Professional leave as follows:
  - (1) For attendance at local, regional, state, or national functions provided attendance is judged by the Administrator to be of potential benefit: (a) to school clients served by the employee; or (b) for the professional development of the employee; or (c) for the Unit, generally.
  - (2) Expenses for (1), above, may be paid by the Unit in accordance with guidelines set forth in **EXHIBIT "D"** attached hereto.
- b. Employees who are assigned/directed to attend functions described in as., (1), above, will have expenses paid by the Unit, including: transportation, meals, registration fees, and other function-related expenses deemed necessary and approved by the Administrator.

7. Administrative Leave:

- a. Administrative leave may be granted by the Unit Administrator at his/her discretion when there is potential benefit to school clients, for the general welfare of the employee, or for the general welfare of the Unit.
- b. In cases where all authorized paid leave has been used, as allowed above, the Administrator may grant Administrative leave without pay for a period not to exceed six (6) calendar months, at which time the employee's position may be declared vacant and a replacement sought.

**ARTICLE VII**

Miscellaneous Provisions

A. NONDISCRIMINATION

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the Unit shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of applicable state and federal law.

B. BOARD POLICY

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

C. SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision 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.

D. COMPLIANCE BY INDIVIDUAL CONTRACT & MASTER AGREEMENT

Any individual contract between the Board and an individual teacher, 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 this Agreement, this Agreement during its duration shall be controlling. This Agreement shall not prohibit the Board from compensating an individual employee in excess of the sums due pursuant to the provisions of **Article V** and **EXHIBIT "B"** hereof. However, the Board will agree to the following steps in instances where deviation may occur:

STEP 1: The Board and ESU #1 Education Association will mutually agree on three individuals from the ESU #1 Association that will serve as contacts if deviation is necessary. The Administrator shall be required to contact one of the three designees and arrive at a mutual agreement with the designee prior to deviation occurring.

STEP 2: The administration may hire two people that require placement higher than allowed relative to the sums due pursuant to the provisions of Article V and Exhibit C of the current contract year. In addition, the Administrator will notify one of the designees that a deviation will occur.

E. NOTICE

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by registered letter at the following address: ESU #1 - 211 Tenth Street - Wakefield, NE 68784-5014.

F. PRESUMPTION OF NEGOTIATION

It is agreed by and between the parties to this agreement that the entire contents of the negotiated agreement consist of matters agreed to whether in this contract year or in previous contract years. It shall be presumed that the entire contents of this agreement have been negotiated in good faith by and between the parties.

**ARTICLE IX**

Execution of Agreement

By executing this Agreement, the representative of each party hereto affirmatively represents to the other party that he has been authorized to execute this Agreement, following its ratification and approval by the Association, or the Board, as the case may be.

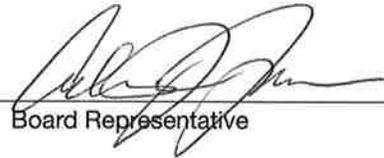
Signed Agreement on File @ ESU #1



Association Representative

12/15/21

Date



Board Representative

12/16/21

Date



## **Educational Service Unit #1 Administrator Job Description**

It is the policy of Educational Service Unit #1 to not discriminate on the basis of sex, handicap or disability, race, color, religion, marital status, veteran status, or national or ethnic origin in its educational programs, admission policies, employment policies or other administered programs. Persons requiring accommodations to apply and/or be considered for positions are asked to make their request to the Administrator.

- A. Job Title:** Administrator
- B. Department:** Administration
- C. FLSA Status:** The employee has the primary duty of performing office or non-manual work directly related to the management general business operations of ESU #1. The employee customarily and regularly exercises discretion and independent judgment or has a primary duty of performing administrative functions directly related to academic instruction or training in the school district or a department or subdivision.
- D. Education Level and Certification:** Specialist Degree. Must possess a Nebraska Administrative and Supervisory Certificate at all times during employment with such endorsements as required by NDE Rule 10.
- E. Reports To:** Board
- F. May Receive Guidance From:** Board, Advisory Council, School District Personnel, Department of Education
- G. Essential Job Functions:**
  - 1. General supervisory, teaching and instructional skills
  - 2. Basic operational skills for Macintosh or PC computer
  - 3. Poised
  - 4. Supervise a variety of tasks at the same time
  - 5. No history of child abuse or negligence
  - 6. Good oral and written skills
  - 7. Driver's license and reliable vehicle.
- H. Working Conditions:**
  - 1. Inside heated and air conditioned office.
- I. Job Tasks:**
  - 1. Attends, participates in all meetings of the Board and its committees, except when own employment or salary is under consideration.

2. Serves as ex officio member of all Board committees and assigns administrative personnel to support committee activities when necessary.
3. Advises the Board on the need for new or revised policies and ensures through delegation to staff that all policies of the Board are implemented.
4. Prepares and submits to the Board recommendations relative to all matters requiring Board action, placing before the Board such necessary and helpful facts, information, and reports as are needed to ensure the making of informed decisions.
5. Acts on own discretion if emergency action is necessary in any matter not covered by Board policy, reports such action to the Board as soon as practicable, and recommends policy in order to provide guidance in the future.
6. Supervises the implementation of all laws, regulations, and Board policies.
7. Establishes procedures to ensure all administrative decisions necessary to the proper function of ESU #1 are made.
8. Delegates at own discretion to other employees the exercise of any powers or the discharge of any duties with the knowledge that the delegation of power or duty does not relieve the administrator of final responsibility for the action taken under such delegation.
9. Formulates objectives, policies, plans, and programs; prepares (or causes to be prepared) and presents facts and explanations necessary to assist the Board in its duty of legislation.
10. Communicates directly or through delegation all actions of the Board relating to personnel matters to all employees and receives from employees communications to be made to the Board.
11. Directs staff negotiations with professional and nonprofessional personnel.
12. Secures and nominates for employment the best qualified and most competent persons for positions, as may be necessary within the limits of budgetary provisions.
13. Assigns and transfers employees as the interest of ESU #1 may dictate and reports such action to the Board for information and record.
14. Approves leave schedules for salaried district employees under direct supervision.
15. Takes appropriate disciplinary actions with employees and reports, as necessary, to the Board.

16. Recommends to the Board for final action the promotion, salary changes, demotion, or dismissal of any employee.
17. Submits to the Board explanation of any proposed procedure that would involve either departure from established policy or the expenditure of substantial sums.
18. Directs the preparation of the annual budget for adoption by the Board and administers the budget as enacted by the Board, acting at all times in accordance with legal requirements and adopted Board policies.
19. Establishes and maintains efficient procedures and effective controls for all expenditures of funds in accordance with the adopted budget including procedures for the purchase of supplies, etc.
20. Provides suitable instructions and regulations for staff to govern the use and care of ESU properties.
21. Recommends to the Board sales of all property no longer required by the Board and delegates the proper execution of such sales through staff and legal advisors.
22. Maintains directly or through delegation such personnel records, business records, and other records that are required by law and by Board policy.
23. Ensures that all reports required by statute or regulation are filed.
24. Assures that the accreditation standards set by the Department of Education are met.
25. Oversees the financial transactions of all funds.
26. Evaluates administrative staff.
27. Represents or delegates a representative for ESU #1 in its dealing with other school systems, institutions, agencies, and community organizations.
28. Attends such conventions and conferences as are necessary to keep abreast of latest educational trends.
29. Works with and maintains a relationship with the Advisory Council.
30. Consults with local administrators to determine supplementary educational needs of the schools and recommends methods for meeting those needs.
31. Confers periodically with professional and lay groups concerning the school program and transmits to the Board suggestions gained from such conferences.

32. Represents ESU #1 before the public and establishes and maintains a program of public relations to keep the public well-informed of the activities and needs of ESU #1, effecting a wholesome and cooperative working relationship between ESU #1 and the community.
33. Keeps the public informed about modern educational practices, educational trends, and the policies, practices, and problems in ESU #1.
34. Performs such other tasks as may, from time to time, be assigned by the Board.

**J. Knowledge:**

1. Education and Training — Knowledge of principles and methods for curriculum and training design, teaching and instruction for individuals and groups, and the measurement of training effects.
2. Administration and Management — Knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources.
2. English Language — Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.
3. Personnel and Human Resources — Knowledge of principles and procedures for personnel recruitment, selection, training, compensation and benefits, labor relations and negotiation, and personnel information systems.
4. Mathematics — Knowledge of arithmetic, algebra, geometry, calculus, statistics, and their applications.
5. Communications and Media — Knowledge of media production, communication, and dissemination techniques and methods. This includes alternative ways to inform and entertain via written, oral, and visual media.
6. Economics and Accounting — Knowledge of economic and accounting principles and practices, the financial markets, banking and the analysis and reporting of financial data.
7. Psychology — Knowledge of human behavior and performance; individual differences in ability, personality, and interests; learning and motivation; psychological research methods; and the assessment and treatment of behavioral and affective disorders.

**K. Skills**

1. Coordination — Adjusting actions in relation to others' actions.
2. Speaking — Talking to others to convey information effectively.
3. Reading Comprehension — Understanding written sentences and paragraphs in work related documents.
4. Writing — Communicating effectively in writing as appropriate for the needs of the audience.
5. Social Perceptiveness — Being aware of others' reactions and understanding why they react as they do.
6. Critical Thinking — Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
7. Judgment and Decision Making — Considering the relative costs and benefits of potential actions to choose the most appropriate one.
8. Active Listening — Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.
9. Management of Personnel Resources — Motivating, developing, and directing people as they work, identifying the best people for the job.
10. Systems Evaluation — Identifying measures or indicators of system performance and the actions needed to improve or correct performance, relative to the goals of the system.

**L. Abilities**

1. Oral Expression — The ability to communicate information and ideas in speaking so others will understand.
2. Written Expression — The ability to communicate information and ideas in writing so others will understand.
3. Written Comprehension — The ability to read and understand information and ideas presented in writing.
4. Oral Comprehension — The ability to listen to and understand information and ideas presented through spoken words and sentences.
5. Speech Clarity — The ability to speak clearly so others can understand you.

6. Near Vision — The ability to see details at close range (within a few feet of the observer).
7. Fluency of Ideas — The ability to come up with a number of ideas about a topic (the number of ideas is important, not their quality, correctness, or creativity).
8. Inductive Reasoning — The ability to combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events).
9. Deductive Reasoning — The ability to apply general rules to specific problems to produce answers that make sense.
10. Originality — The ability to come up with unusual or clever ideas about a given topic or situation, or to develop creative ways to solve a problem.

**M. Work Activities:**

1. Communicating with Persons Outside Organization — Communicating with people outside the organization, representing the organization to customers, the public, government, and other external sources. This information can be exchanged in person, in writing, or by telephone or e-mail.
2. Communicating with Supervisors, Peers, or Subordinates — Providing information to supervisors, co-workers, and subordinates can be exchanged in person, in writing, or by telephone or e-mail.
- 3.
4. Getting Information — Observing, receiving, and otherwise obtaining information from all relevant sources.
5. Provide Consultation and Advice to Others — Providing guidance and expert advice to management or other groups on technical, systems-, or process-related topics.
6. Coordinating the Work and Activities of Others — Getting members of a group to work together to accomplish tasks.
7. Training and Teaching Others — Identifying the educational needs of others, developing formal educational or training programs or classes, and teaching or instructing others.
8. Establishing and Maintaining Interpersonal Relationships — Developing constructive and cooperative working relationships with others, and maintaining them over time.
9. Staffing Organizational Units — Recruiting, interviewing, selecting, hiring, and promoting employees in an organization.

10. Developing Objectives and Strategies — Establishing long-range objectives and specifying the strategies and actions to achieve them.
11. Organizing, Planning, and Prioritizing Work — Developing specific goals and plans to prioritize, organize, and accomplish your work.

**N. Required Employee Characteristics:**

1. Cooperation — Being pleasant with others on the job and displaying a good-natured, cooperative attitude.
2. Attention to Detail — Being careful about detail and thorough in completing work tasks.
3. Dependability — Being reliable, responsible, and dependable, and fulfilling obligations.
4. Integrity — Being honest and ethical.
5. Concern for Others — Being sensitive to others' needs and feelings and being understanding and helpful on the job.
6. Self Control — Maintaining composure, keeping emotions in check, controlling anger, and avoiding aggressive behavior, even in very difficult situations.
7. Stress Tolerance — Accepting criticism and dealing calmly and effectively with high stress situations.
8. Adaptability/Flexibility — Being open to change (positive or negative) and to considerable variety in the workplace.
9. Independence — Developing one's own ways of doing things, guiding oneself with little or no supervision, and depending on oneself to get things done.
10. Initiative — A willingness to take on responsibilities and challenges.

**O. Continuing Contract Law:** Employment with ESU #1 is subject to the rights and responsibilities of the Nebraska Teacher Tenure Act, Neb. Rev. Stat. §§79-824 et. seq. and the terms of the Contract between the Administrator and ESU #1. The terms of the employment agreement may not be modified except in writing signed by the Board President.

**P. Essential Functions:** The essential functions of the Administrator position include (1) regular, dependable attendance on the job; (2) the ability to perform the identified tasks and to possess and utilize the identified knowledge, skills, and abilities and to perform the

identified work activities; and, (3) the ability to perform the following identified physical requirements:

<b>Physical Requirements Administrator</b>  E = Essential NE = Non-Essential		Item is not a requirement of the job	Occasional -- up to 33% of time	Occasional/Essential -- up to 33% of time, absolutely essential to the job	Frequent -- between 34% - 66%	Continuous -- over 66% of time
<b>Stamina</b>						
	1. Sitting				X	
	2. Walking				X	
	3. Standing		X			
	4. Sprinting/Running	X				
<b>Flexibility</b>						
	5. Bending or twisting at the neck more than the average person		X			
	6. Bending or twisting at the trunk more than the average person		X			
	7. Squatting/Stooping/Kneeling		X			
	8. Reaching above the head		X			
	9. Reaching forward		X			
	10. Repeating the same hand, arm or finger motion many times (For example: typing, data entry, etc.)				X	
<b>Activities</b>						
	11. Climbing (on ladders, into large trucks/vehicles, etc.)	X				
	12. Hand/grip strength	X				
	13. Driving on the job			X		
	14. Typing non-stop		X			
<b>Use of Arms and Hands</b>						
	15. Manual dexterity (using a wrench or screwing a lid on a jar)		X			
	16. Finger dexterity (typing or putting a nut on a bolt)		X			
<b>Lifting Requirements</b>						
	17. Lifting up to 10 pounds (Mark all that apply)					
	Floor to waist		X			
	Waist to shoulder		X			
	Shoulder to overhead		X			
	18. Lifting 11 to 25 pounds (Mark all that apply)					
	Floor to waist	X				
	Waist to shoulder	X				
	Shoulder to overhead	X				
	19. Lifting 26 to 50 pounds (Mark all that apply)					
	Floor to waist	X				
	Waist to shoulder	X				
	Shoulder to overhead	X				
	20. Lifting 51 to 75 pounds (Mark all that apply)					
	Floor to waist	X				

	Waist to shoulder	X				
	Shoulder to overhead	X				
	21. Lifting 76 plus pounds (Mark all that apply)					
	Floor to waist	X				
	Waist to shoulder	X				
	Shoulder to overhead	X				
	22. Can load/items weighing over 50 pounds that are lifted or carried be shared, or reduced into smaller loads?	X				
	<b>Pushing/Pulling</b>					
	23. 25 to 50 pounds	X				
	24. 51 to 75 pounds	X				
	25. 76 to 90 pounds	X				
	26. Over 90 pounds	X				
	<b>Carrying</b>					
	27. 10 to 25 pounds		X			
	28. 26 to 50 pounds	X				
	29. 51 to 75 pounds	X				
	30. 76 to 90 pounds	X				
	31. Over 90 pounds	X				