

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF EDUCATION  
OF STERLING PUBLIC SCHOOLS, DISTRICT #33  
Monday, March 16, 2020

A regular meeting of the Board of Education of Sterling Public Schools was convened in open and public session on Monday, March 16, 2020, 7:01 PM at Sterling Public Schools. The roll was called and the following Board members were present or absent:

Notice of the meeting was given in advance by posting in accordance with the Board approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Education. The agenda was posted in accordance to board policy. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the attendance of the public.

- A. Call Meeting to Order
- B. Recognize Nebraska Open Meetings Law
- C. Publication of Meeting
- D. Roll Call
- E. Pledge of Allegiance
- F. Approval of agenda
- G. Public Comment
- H. Teacher Report - Mrs. Saathoff on Special Education Transitions
- I. Board Committee Reports
- J. Administration Reports
- K. Consent Agenda

I move to accept the consent agenda minus check #29626. Passed with a motion by Kevin McAuliffe and a second by Mark Horstman.

John Harms: Yea  
Mark  
Horstman: Yea  
Stan Karr: Yea  
Kevin  
McAuliffe: Yea

Rick  
Vollman: Yea  
Cheri  
Wirthele: Yea  
Yea: 6, Nay: 0

Financial Statements - Handed out by Sharp  
February 17, 2020 board meeting minutes.  
Hiring of Angie Mohr as a fulltime para professional.

L.Action Items

L.1. Approve the 2020-2021 District Calendar - Option B.

I move to approve calendar B. Passed with a motion by John Harms and a second by Stan Karr.

John Harms: Yea  
Mark  
Horstman: Yea  
Stan Karr: Yea  
Kevin  
McAuliffe: Yea  
Rick  
Vollman: Yea  
Cheri  
Wirthele: Yea  
Yea: 6, Nay: 0

L.2. Approve principal contract for Jacob Davenport for 2020-2021 school year.

I move to accept the contract for Jake Davenport for the 2020-2021 school year. Passed with a motion by Rick Vollman and a second by Kevin McAuliffe.

John Harms: Yea  
Mark  
Horstman: Yea  
Stan Karr: Yea  
Kevin  
McAuliffe: Yea  
Rick  
Vollman: Yea  
Cheri  
Wirthele: Yea  
Yea: 6, Nay: 0

L.3. KSB Policy Service.

I move to accept the KSB policy service. Passed with a motion by Mark Horstman and a second by Stan Karr.

John Harms: Yea

Mark  
Horstman: Yea  
Stan Karr: Yea  
Kevin  
McAuliffe: Yea  
Rick  
Vollman: Yea  
Cheri  
Wirthele: Yea  
Yea: 6, Nay: 0

L.4. 1st Reading on Policy 3003.

L.5. Replacement of Policy 3004.

L.6. Amend Policy 9200

L.7. Approve the following 3 contracts with ESU4 for the 2020-2021 school year:

- 1) Special Education Contract
- 2) Technology Support Contract
- 3) Extended Technology Support Contract - Jake McCormick

I move to approve the 3 service contracts through ESU4 for the 2020-2021 school year.

Passed with a motion by John Harms and a second by Rick Vollman.

John Harms: Yea  
Mark  
Horstman: Yea  
Stan Karr: Yea  
Kevin  
McAuliffe: Yea  
Rick  
Vollman: Yea  
Cheri  
Wirthele: Yea  
Yea: 6, Nay: 0

L.8. Approve Volunteer Track Coaches:

Melissa Boldt  
Austin Buss  
Micah Erickson

I move to approve the volunteer track coaches. Passed with a motion by Mark Horstman and a second by Stan Karr.

John Harms: Yea  
Mark  
Horstman: Yea  
Stan Karr: Yea

Kevin  
McAuliffe: Yea  
Rick  
Vollman: Yea  
Cheri  
Wirthele: Yea  
Yea: 6, Nay: 0

L.9. Coronavirus Resolution

I move to accept the Covid-19 resolutions. Passed with a motion by Cheri Wirthele and a second by Rick Vollman.

John Harms: Yea  
Mark  
Horstman: Yea  
Stan Karr: Yea  
Kevin  
McAuliffe: Yea  
Rick  
Vollman: Yea  
Cheri  
Wirthele: Yea  
Yea: 6, Nay: 0

M. Discussion Items:

M.1. Senator Slama Letter

N. Closed Session - Deployment of Security Devices

I move to go to close session to discuss the deployment of security devices. Passed with a motion by Stan Karr and a second by Kevin McAuliffe.

John Harms: Yea  
Mark  
Horstman: Yea  
Stan Karr: Yea  
Kevin  
McAuliffe: Yea  
Rick  
Vollman: Yea  
Cheri  
Wirthele: Yea  
Yea: 6, Nay: 0

O. Adjourn

The meeting was duly adjourned.  
DATED: Monday, March 16, 2020

JOHNSON COUNTY SCHOOL DISTRICT #33,  
a/k/a STERLING PUBLIC SCHOOLS

ATTEST:

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Secretary

## CURRICULUM REPORT

Addie Heusman

March 16th, 2020

- Assessment Update

## TRANSPORTATION/MAINTENANCE REPORT

Brent Heusman

March 16th, 2020

- We have started our 80 day vehicle inspections for the 3rd quarter cycle. I will have a report for you at our April board meeting.
- I am planning on riding all bus routes this Spring to evaluate drivers and check on the conditions of our county roads as we enter the spring season.
- Our activity bus made it out to Grand Island for our girls BB district final with no issues. I hope to have a 3rd quarter inspection report for you for the activity bus at this meeting. I just wanted to remind the board that if we are planning on looking at purchasing a new activity bus for the 2020-2021 school year, we will need to get the ball rolling on this in the near future.
- Track season is upon us and as of this writing we have 31 athletes out for track this year. (20 boys/11 girls) Our 1st track meet will be the Pioneer Indoor meet on Wednesday, March 25th at Doane College (Crete).
- I will be attending a Pioneer Conference Scheduling meeting on Tuesday, March 17th and a Pioneer Conference AD meeting on Tuesday, March 24th. I will give you a breakdown of information that affects us at our next meeting.
- We will be hosting the Mudecas HS quiz bowl on Wednesday, April 8th. We will have no school for students this day. Staff will all be assigned a duty to help with the quiz bowl this day. School will be in session on April 1. This is a date change from the beginning of the school year due to conflicts with state FBLA and state FFA competitions, which along with the state Skills competition, have now all been canceled.
- The District and State Speech competitions have been suspended until further notice.
- More information will be coming on various activities regarding the impact of COVID-19 as we move forward.

Principal Report  
Scott Harrington  
March 16th, 2020

### Lockdown Drill

- The school participated in a lockdown drill on Monday, March 9th in the afternoon.
  - Sherriff Walton and Steve Eickhoff from Sterling Fire and Rescue also joined in during the drill.
    - Sheriff Walton commented on how much smoother this drill was executed compared to drills in the past.
  - It took 20 seconds from when the announcement was made until all the halls were clear and students were behind locked doors.
- Items that were brought up from teacher feedback include:
  - Blinds in several rooms need to be fixed or replaced.
  - Locks on doors need to be updated/evaluated on the ball-room, locker rooms, & kitchen
  - We will assemble a key ring for law enforcement to have if called to the school to be able to access any and all rooms needed.
  - Create a checklist of places for administration and law enforcement to clear to make sure all locations are covered and add this to the building maps.
  - We are also going to give Sterling Fire & Rescue a key fob to be able to enter the building to help out as needed.
    - Johnson County Sheriffs Office already has some.
- Missoula Children's Theatre is here this week presenting the Emperor's New Clothes.
  - They are again staying at DeAnn Wade's house.
  - I have been in contact with them about the Coronavirus situation.

Superintendent Report  
Dr. Tom Sharp  
March 16th, 2020

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A. Call Meeting to Order

B. Recognize Nebraska Open Meetings Law

C. Publication of Meeting

D. Roll Call

E. Pledge of Allegiance

F. Approval of agenda

G. Public Comment

H. Teacher Report - Ms. Harlan

I. Board Committee Reports

J. Administration Reports

K. Consent Agenda

Move to accept consent agenda as is. Passed with a motion by Mark Horstman and a second by Stan Karr.

John Harms:           Yea

Mark Horstman:      Yea

Stan Karr:            Yea

Kevin McAuliffe:    Yea

Rick Vollman:        Yea

Cheri Wirthele:      Yea

Yea: 6, Nay: 0

Approve resignation of paraprofessional Jesse Phillips.

L. Action Items

L.1. Approve Superintendent Contract for Adrian Allen

Make a motion to approve a 2 year contract for Adrian Allen. Passed with a motion by Kevin McAuliffe and a second by Rick Vollman.

John Harms: Yea

Mark Horstman: Yea

Stan Karr: Yea

Kevin McAuliffe: Yea

Rick Vollman: Yea

Cheri Wirthele: Yea

Yea: 6, Nay: 0

L.2. Approve 2020-2021 Negotiated Agreement with SEA.

Move to accept the negotiated agreement with the SEA for the 2020-2021 school year. Passed with a motion by Mark Horstman and a second by Cheri Wirthele.

John Harms: Yea

Mark Horstman: Yea

Stan Karr: Yea

Kevin McAuliffe: Yea

Rick Vollman: Yea

Cheri Wirthele: Yea

Yea: 6, Nay: 0

L.3. Approve the hiring of Steve Logston as daytime custodian.

Move to accept the hiring of Steve Logston as daytime custodian. Passed with a motion by Stan Karr and a second by Kevin McAuliffe.

John Harms: Yea

Mark Horstman: Yea

Stan Karr: Yea

Kevin McAuliffe: Yea

Rick Vollman: Yea

Cheri Wirthele: Yea

Yea: 6, Nay: 0

L.4. Approve the Resignation of Mr. Harrington.

Move to accept the resignation of Mr. Harrington. Passed with a motion by Mark Horstman and a second by Rick Vollman.

John Harms: Yea

Mark Horstman: Yea

Stan Karr: Yea

Kevin McAuliffe: Yea

Rick Vollman: Yea  
Cheri Wirthele: Yea  
Yea: 6, Nay: 0

L.5. Approve Sterling Public Schools to be a member of the Nebraska Association of School Boards for the 2020-2021 school year.

Move to approve the district to join NASB for the 2020-2021 school year. Passed with a motion by Mark Horstman and a second by Stan Karr.

John Harms: Yea  
Mark Horstman: Yea  
Stan Karr: Yea  
Kevin McAuliffe: Yea  
Rick Vollman: Yea  
Cheri Wirthele: Yea  
Yea: 6, Nay: 0

L.6. Discuss and Approve the Legal Newspaper for the District.

Move to approve the Voice and Tecumseh Chieftain as the official newspapers of the district. Passed with a motion by Stan Karr and a second by Rick Vollman.

John Harms: Yea  
Mark Horstman: Yea  
Stan Karr: Yea  
Kevin McAuliffe: Yea  
Rick Vollman: Yea  
Cheri Wirthele: Yea  
Yea: 6, Nay: 0

L.7. Commendations

Move to approve the commendations. Passed with a motion by Mark Horstman and a second by Cheri Wirthele.

John Harms: Yea  
Mark Horstman: Yea  
Stan Karr: Yea  
Kevin McAuliffe: Yea  
Rick Vollman: Yea  
Cheri Wirthele: Yea  
Yea: 6, Nay: 0

Pioneer Conference Art Show - Stan Raetz, Isabella Cambron, Kylie Mathes-Riensche, Madison Smith

Government Field Trip - Doug Peterson, Kyle McGowan, Senator Slama

Superintendent Interviews - John Keizer, Kristie Thies, Dylan Little, Brad Goracke, McKenzie Saathoff, Mary Lafferty, Kevin Moss, Jon Rathe, Shanna Bridges, Russ Trauernicht, Jen Uher, DeAnn Richardson, Carrie Wusk, Larry Rathe, Terry Thies, Renae Kinney, Brian Helmberger, Addie Heusman, Zach Lempka, Michelle Salberg, Jake Davenport, Joe Zager, and Kendra Matkins

M. Discussion Items:

M.1. Review Calendar for 2020-2021 School Year.

M.2. Discuss Staffing for 2020-2021

M.3. Review District Annual Report

N. Closed Session

O. Adjourn

The meeting was duly adjourned.  
DATED: Monday, February 17, 2020

JOHNSON COUNTY SCHOOL DISTRICT #33,  
a/k/a STERLING PUBLIC SCHOOLS

ATTEST:

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Secretary

2020-2021 Proposed School Calendar B

178 student days ---- 157 full days, 18 late-start days, 3 early-dismissal days

---- 1041.4 instructional hours, 88.5 instructional hours, 14 instructional hours

---- totals 1143.9 instructional hours (1080 instructional hours minimum)

7 paid teacher contract days

PROPOSED CALENDAR B

TEACHERS RETURN MONDAY, JANUARY 4

NO SCHOOL FRIDAY, MARCH 5

NO SCHOOL FRIDAY, MARCH 26

AUGUST, 2020

12 full teaching days

1 late-start day

3 paid teacher contract days

The month of August has 3 paid teacher workdays. Two of the days are scheduled for all teachers on Monday, August 10, and Tuesday, August 11. The third required teacher workday for August is flexible to suit the teacher's personal schedule. This workday can be scheduled by the teacher on one of these August days: August 3, 4, 5, 6, 7, or Friday, August 14, a day when no school is scheduled because of the Johnson County Fair.

Monday, August 10 first day of fall practices

Monday, August 10 and Tuesday, August 11 2 paid teacher contract days; third day flex schedule

Wednesday, August 12 first day of school full day of school 8:00 am to 3:37 pm

Thursday, August 13 second day of school full day

Friday, August 14 NO SCHOOL Johnson County Fair

Monday, August 17 thru August 25 full days

Wednesday, August 26 10:00 Late start teacher in-service

Thursday, August 27 thru August 31 full days

\*Thursday, August 20 PRE-K school begin

\* Wednesday, August 26 NO Pre-K

SEPTEMBER, 2020

17 full teaching days

1 early dismissal day

2 late-start days

1 paid teacher contract day

Tuesday, September 1 thru September 4 full days

Monday, September 7 NO SCHOOL Labor Day

Tuesday, September 8 thru September 15 full days

Wednesday, September 16 10:00 am Late Start teacher in-service

Thursday, September 17 thru September 23 full days

Thursday, September 24 1:37 pm Early Dismissal Parent-Teacher Conferences 2:30 – 8:00 pm

Friday, September 25 NO SCHOOL paid teacher compensation contract day ( teachers not required to report)

Monday, September 28 thru September 29 full days

Wednesday, September 30 10:00 am Late Start teacher in-service

\* Wednesday, September 16 NO PRE-K

\*Thursday, September 24 NO PRE-K

\*Wednesday, September 30 No PRE-K

OCTOBER, 2020

19 full teaching days

2 late-start days

Thursday, October 1 thru October 13 full days

Friday, October 9 End of First Quarter 41 days

Wednesday, October 14 10:00 am Late Start teacher in-service

Thursday, October 15 thru October 22 full days

Friday, October 23 NO SCHOOL non-contract day

Monday, October 26 thru October 27 full days

Wednesday, October 28 10:00 am late start teacher in-service day

Thursday, October 29 thru October 30 full days

\*Wednesday, October 14 NO Pre-K

\*Wednesday, October 28 NO Pre-K

|   |                     |                       |
|---|---------------------|-----------------------|
|   | NOVEMBER, 2020      | 16 full teaching days |
|   |                     | 2 late-start days     |
| Monday, November 2 thru November 3      | full days           |                       |
| Wednesday, November 4                   | 10:00 am Late Start | teacher in-service    |
| Thursday, November 5 thru November 17   | full days           |                       |
| Wednesday, November 18                  | 10:00 am Late Start | teacher in-service    |
| Thursday, November 19 thru November 24  | full days           |                       |
| Wednesday, November 25 thru November 27 | NO SCHOOL           | Thanksgiving break    |
| Monday, November 30                     | full day            |                       |
| *Wednesday, November 4                  | NO PRE-K            |                       |
| *Wednesday, November 18                 | NO PRE-K            |                       |

|   |   |                               |
|---|---|-------------------------------|
|   | DECEMBER, 2020                                | 13 full teaching days         |
|   |   | 3 late-start days             |
| Tuesday, December 1 thru December 8     | full days                                     |                               |
| Wednesday, December 9                   | 10:00 am Late Start                           | teacher in-service            |
| Thursday, December 10 thru December 18  | full days                                     |                               |
| Monday, December 21                     | 10:00 am Late Start                           | teacher in-room planning time |
| Tuesday, December 22                    | 10:00 am Late Start                           | teacher in-room planning time |
| *Tuesday, December 22                   | End of 2 <sup>nd</sup> quarter/first semester | 43 days/ 88 days              |
| Wednesday, December 23 thru December 31 | NO SCHOOL                                     | winter break                  |
| *Wednesday, December 9                  | NO PRE-K                                      |                               |
| *Friday, December 18                    | Last Day of PRE-K for first semester          |                               |

JANUARY, 2021

17 full teaching days

2 late-start day

1 paid teacher contract day

Monday, January 4 teacher paid contract workday

Tuesday, January 5 thru January 12 full days

Wednesday, January 13 10:00 am late start teacher in-service

Thursday, January 14 thru January 26 full days

Wednesday, January 27 10:00 am Late Start teacher in-service

Thursday, January 28 thru January 29 full days

\*Tuesday, January 5 Pre-K begins 2<sup>nd</sup> semester

\*Wednesday, January 13 NO Pre-K

\*Wednesday, January 27 No Pre-K

FEBRUARY, 2021

15 full teaching days

1 late-start day

2 early-dismissal day

1 paid teacher contract day

Monday, February 1 full day

Tuesday, February 2 1:37 pm Early Dismissal teacher in-service hosting PC BB @ 3:00 pm

Wednesday, February 3 thru February 10 full days

Thursday, February 11 1:37 pm Early Dismissal Parent-Teacher Conferences 2:30 – 8:00 pm

Friday, February 12 NO SCHOOL paid teacher contract day (Engaging Educators @Peru)

Monday, February 15 NO SCHOOL non-contract day

Tuesday, February 16 thru February 23 full days

Wednesday, February 24 10:00 am Late Start teacher in-service

February 25 thru February 26 full days

\*February 2 NO PRE-K

\*February 11 NO Pre-K

\*February 24 NO PRE-K

MARCH, 2021

18 full teaching days

2 late-start day

Monday, March 1 thru March 4 full days

Friday, March 5 NO SCHOOL non-contract day

Thursday, March 11 End of 3<sup>rd</sup> quarter 45 days

Friday, March 12 NO SCHOOL non-contract day

Monday, March 15 thru March 16 full days

Wednesday, March 17 10:00 am Late start teacher in-service

Thursday, March 18 thru March 25 full days

Friday, March 26 NO SCHOOL non-contract day

Monday, March 29 thru March 30 full days

Wednesday, March 31 10:00 am Late Start teacher in-service

\*Friday, March 5 NO Pre-k

\*Friday, March 12 No Pre-K

\*Wednesday, March 17 No Pre-K

\*Friday, March 26 No Pre-K

\*Wednesday, March 31 No Pre-K

APRIL, 2021

18 full teaching days

2 late-start days

Thursday, April 1 full day

Friday, April 2 thru April 5 spring break

Tuesday, April 6 thru April 13 full days

Wednesday, April 14 10:00 am Late Start teacher in-service

Thursday, April 15 thru April 27 full days

Wednesday, April 28 10:00 am Late Start teacher in-service

Thursday, April 29 thru April 30 full days

\*Wednesday, April 14 NO PRE-K

\*Wednesday, April 28 NO PRE-K

MAY, 2021

12 full days

1 late-start day

1 paid teacher contract day

Monday, May 3 thru May 11 full days

Tuesday, May 11 Last day for seniors

Wednesday, May 12 10:00 am Late Start teacher in-service

Thursday, May 13 thru May 19 full days

Saturday, May 15 Graduation @ 2:00 pm

\*Wednesday, May 12 No Pre-K

\*Thursday, May 13 Last day for PRE-K; PRE-K graduation

Wednesday, May 19 End of 4<sup>th</sup> quarter/2<sup>nd</sup> semester 45 days/ 90 days

Thursday, May 20 paid teacher contract day

## **PRINCIPAL'S CONTRACT OF EMPLOYMENT STERLING PUBLIC SCHOOLS**

THIS CONTRACT is made by and between the **Board of Education of Sterling Public Schools**, legally known as **Johnson County School District No. 49-0033**, and referred to as "the Board" and "the School District" respectively, and **Jacob Davenport**, referred to herein as "the Principal". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Principal, and the Principal agrees to accept such employment, subject to the terms and conditions set forth herein.

**Section 1. Term of Contract.** The Principal shall be employed for 1 year beginning on July 1, 2020, and expiring on June 30, 2021. During this and any subsequent year under this contract, the Principal shall render at least 215 working days of service in the performance of his duties as Principal. "Working days" typically will not include Saturdays, Sundays, and legal holidays, but it shall include all days on which the Principal actually and necessarily completes his contractual duties. The Principal agrees to work sufficient hours and days to satisfactorily complete the duties of this contract. The Principal shall keep complete and accurate records of his working days and shall provide the Superintendent with a report of his accumulated working days at least quarterly.

**Section 2. Renewal of Contract.** Unless the Superintendent recommends the nonrenewal, termination, amendment, and/or cancellation of this contract, the contract will automatically renew for a period of **one contract year**, as defined in Section 1, from and after the expiration date provided in Section 1 of this contract.

**Section 3. Salary.** The Principal's salary for the contract year shall be \$75,000 which shall be paid in 12 equal monthly installments beginning in the month of July 2019. The Board shall not reduce the Principal's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

**Section 4. Deductions.** This contract shall conform to the statutes and regulations governing deductions from compensation. The Principal authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Principal or the value of property or money entrusted to the Principal or owed by the Principal to the District during the course of or as a result of the Principal's

employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Principal and Board may agree.

**Section 5. Professional Status.** The Principal affirms that he is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, he will hold a valid and appropriate certificate to act as a principal in the State of Nebraska which he will register and maintain on file in the school district's central administrative office. This contract shall not be valid and the Board will not compensate the Principal for any service performed prior to the date that he registers his certificate. The Principal represents that: (1) all information he provided in connection with his application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, he will advise the Board immediately; (2) he has never been convicted of or plead no contest to, a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) he has not had any professional licenses or certificates suspended or revoked.

**Section 6. Principal's Duties.** The Principal's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Principal agrees to devote his time, skill, labor and attention to his duties throughout the contract term. He shall be subject to the direction and control of the Superintendent at all times and shall perform such administrative duties as the Superintendent or Board assigns to him. By agreement with the Superintendent, he may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his duties and obligations to the school district.

**Section 7. Nonrenewal, Termination, Cancellation or Mid-Term Amendment.** Nonrenewal, termination, cancellation, or amendment of this contract shall be in accordance with state statutes. During any applicable probationary period, the Board may non-renew or amend this contract for any reason so long as it is not unconstitutional. At all other times, the Board may terminate, cancel or amend this contract for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Principal's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence:

(e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Principal's continued performance of his duties; (m) any arrest, criminal charge, or criminal conviction of Principal or the failure to report the same; (n) any filing against the Principal under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying school district records or documents; (p) misrepresentation of fact to the district and its personnel in the conduct of the district's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician.

**Section 8. Disability.** If the Principal is unable to perform his duties by reason of illness, accident or other disability beyond his control, and the disability continues for a period of more than 6 months or if the disability is permanent, irreparable, or of such a nature as to make performance of his duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Principal under any insurance coverage furnished by the district.

**Section 9. Transportation.** The Board shall provide the Principal with transportation or reimburse him for mileage required in the performance of his official duties at the rate approved by the Board. The expectation is that District transportation be used, when available.

**Section 10. Fringe Benefits.** The Board shall provide the Principal with the following fringe benefits:

- a. Health Insurance.** Health insurance that is provided to certificated staff through the District's health insurance carrier, up to full family.
- b. Dental Insurance.** Single dental insurance that is available to certificated staff through the District's health insurance carrier.
- c. Sick Leave.** The Principal shall be entitled to 8 days of sick leave per year which may accumulate to a total of 40 sick days. Sick leave may only be used for personal illness or as

otherwise provided in District policy. If the Principal qualifies for disability pay under a long-term disability policy, he shall be required to take the disability pay instead of sick leave pay. The Principal shall keep complete and accurate records of his sick days. The Principal shall not be compensated for unused days of sick leave upon the ending of his employment with the District.

- d. Disability Insurance.** The Principal shall purchase long-term disability insurance from the school district's carrier at his own expense. The Board will increase his salary by the amount of the premium cost.
- e. Personal Days.** The Principal shall have 2 personal days for the 2020-21 contract year which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. Any extended personal leave period while school is in session will require advance approval by the Superintendent, and all parties will cooperate in arranging leave time so as to cause the least inconvenience to the normal operation of the District. Upon the commencement of any subsequent contract term, the Board shall give the Principal the number of days necessary to restore his total to 2 days. For example, if he uses 1 day in one year, the board will provide him with 1 day the following year to bring his total to 2 days. The Principal shall develop a system for recording his use of leave days and shall keep such records current and on file in the District's central office. The Board or Superintendent may require him to use his personal leave days, and the Board shall compensate him for unused days upon the conclusion of his employment at his per diem rate.
- f. Professional Development.** The Principal is expected to continue his professional development and to participate in relevant learning experiences. With the approval of the Superintendent or Board, he may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance. If the Principal attends a national convention and does not return following the initial year of employment as Principal, the Principal agrees to repay the District in full for national convention expenses paid by the District.

- g. Professional Dues.** The school district will pay the annual dues for the Principal's membership in the following organizations: NCSA and NASSP.
- h. Bereavement Leave.** The Principal shall be permitted bereavement leave as provided in District policy. In the event that the District does not have a bereavement leave policy, the Principal will be allowed up to 5 days of paid bereavement leave per year.
- i. Cell Phone.** The Principal shall be required to purchase and maintain a cellular phone so that he can be reached at all times for work-related emergencies or while away from school grounds during the work day. The School District will reimburse the Principal up to a maximum of \$50 per month for the actual cost of a cellular phone service plan.
- j. Expense Reimbursement.** The Board shall pay or reimburse the Principal for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (Neb. Rev. Stat. § 13-2201 *et seq.*) or some other provision of law, and (2) the Principal shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$250.00 or more.

**Section 11. No Penalty for Release or Resignation.** There shall not be a penalty for the release or resignation of the Principal from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

**Section 12. Compensation Upon Termination and Credit for Accrued Vacation.** Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Principal shall refund any portion of the salary he was paid but had not earned prior to the date of termination of

this contract. He shall be paid for any unused personal days (up to 2 days) at the daily compensation rate then in effect at the termination of employment.

**Section 13. Evaluation.** The Superintendent shall evaluate the Principal as required by state statute. The Principal agrees that the full instructional/observational evaluation period, as required by section 79-828, shall mean any observation of the Principal's duties for at least 40 minutes, whether consecutive or as aggregated throughout the period applicable to the evaluation. The Principal agrees that time spent working in conjunction with the Superintendent on school-related matters may be counted toward observation for a full instructional period.

**Section 14. Legal Actions.** The Board will support the Principal if there is a legal dispute caused by his carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Principal as a result of his performance of his duties or his position as Principal of the district, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

**Section 15. Physical or Mental Examination.** The Principal agrees that, at the request of the Board or Superintendent, he will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this Contract. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board and/or Superintendent must address whether the Principal is able to perform the "essential functions" of his position.

**Section 16. Governing Laws.** The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contract.

**Section 17. Amendments to be in Writing.** This contract may be modified or amended only by a writing duly authorized and executed by the Principal and the Board.

**Section 18. Severability.** If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.


**Executed by the Board this \_\_\_\_ day of \_\_\_\_\_, 2020.**

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Secretary, Board of Education

**Executed by the Principal this 28 day of February, 2020.**

Principal



\_\_\_\_\_

KAREN A. HAASE  
STEVE WILLIAMS  
BOBBY TRUHE



COADY H. PRUETT  
JORDAN JOHNSON  
SHARI RUSSELL, Paralegal

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## M E M O R A N D U M

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**To:** Superintendent Tom Sharp and the Board of Education of Sterling Public Schools

**FROM:** KSB School Law

**DATE:** March 12, 2020

**RE:** KSB Policy Service

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This memorandum provides a description of our policy service and costs, which we believe is much simpler and cheaper than a full review of your current policy book. We also believe that the service concept allows boards and administrators to stay more current in the ever-expanding universe of policies that state and federal law require.

**Writing Style.** Our policies are shorter and contain more headings and numbers than most policies. We believe that careful writing, attention to detail, familiarity with school practices, and a thorough knowledge of the law are essential to creating good policies. We describe our writing style as "lean and clean." We have seen too many instances when an employee, an NSEA representative, or a plaintiffs' attorneys has turned flowery, loosely written, or overly complicated policies to a school district's disadvantage. We strive to write policies that are short, clear, and useful. If no one can understand a policy provision, it's useless.

**Organization.** Our policies are divided into the following six sections:

1000 Series: Mission and Belief Statements

2000 Series: The Role and Conduct of the Board of Education

3000 Series: Business Operations

4000 Series: Employees

5000 Series: Students

## 6000 Series: Instruction and Extracurricular Activities

There is nothing special about this organizational system. If you have traditionally used letters rather than numbers or if you have used a numbered system that you want to retain, you can simply place our policies into the structure you prefer.

**Additional Services.** We want to make sure that you have all the policies you want in the form you want. As part of the service, we will write any policies that you request and will work with you to make sure that the policies incorporate the elements that you want. We will also work with you to incorporate any special existing policies that the board wants in its policy manual. We fully understand that boards often have unique local issues they like to address through policy.

**Policy Updates.** We will provide you with policy updates during the school year, and at the end of each school year necessitated by court decisions and changes in state and federal law and regulations. We provide the policy updates as part of the service free for a two-year period. After the initial two-year period, we will continue to provide you with updated policies for a modest annual fee (currently the annual subscription fee is \$750). We conduct an informational webinar and are also happy to arrange a private conference or call to review any particular questions you have about any future updates as part of that same fee.

**Delivery of Policies.** Most boards tackle the policies one section at a time, but, some boards do more at one time or split them out further. All of the policies, forms, indices, and cover memos for each section stay resident on our website, so you and the board can go at whatever pace you prefer. We include a memorandum with each set explaining the purpose of the policies and pointing out areas in which you might want to exercise some discretion or have to make a choice.

**Board Adoption of Policies.** Some boards require two readings of a policy before they may adopt it. There is no legal requirement of two readings, and we recommend against it because there are many instances when boards needed to act quickly to adopt or amend a policy.

We recommend that the board record the dates when it reviews, adopts, and revises each policy. Nebraska Department of Education representatives examine board policies for these dates when they conduct accreditation reviews. The dates can also be useful in communicating the board's commitment to following its policies when patrons try to convince administrators to deviate from policy "just this once."

Some boards prefer to update and use our sections as they go, and other boards elect to approve them all over several months but use your existing policies until you have all of ours ready to go, then “flip the switch.” We’re more than happy to talk through with you and the board your options for implementation and then to help form a plan which works for you.

**Administrative Regulations.** Some school districts have elaborate systems of policies, administrative regulations, guidelines, or protocols. As a general rule, we prefer that the board establish written policies and that administrative practice be less formal. We much prefer only having one place to go to find answers to policy and practice questions—the policies. The danger of a system of multiple written policies, procedures and protocols is that the policies change over time, but the written protocols don’t, or administrators simply overlook one set of written documents. The only written protocols we recommend, other than board policy, are your school safety plans, public comment regulations, student handbooks, and staff handbooks.

**Handbooks.** As part of the service, we provide you with KSB’s preferred handbooks which align with our policies. In addition to annual policy updates, we update the handbooks annually, as well. Current subscribers tell us this is one of the best features of the service, because it saves so much administrative time which would otherwise be spent updating handbooks each summer. You should review these handbooks carefully at the end of every school year to be sure they comply with board policy, and again, we can help with that process.

**Cost and Billing for Policy Service.** The cost of the policy service is \$9,500. It includes a full set of policies and policy updates for a two-year period. We can bill you in 12 monthly installments or in a lump sum(s) according to your preference. After the initial two-year period, we do charge an additional fee to keep your subscription current so that you can receive all the updates. This year that fee was \$750.

We would be delighted to work with you and the board on policies. If you have questions about the service, the policies, or any other matter, please contact one of us.

3003  
**Bid Letting and Contracts**

**1. General Bidding Policy**

- a) At the discretion of the board, contracts may be oral or written, formal or informal, expressed or implied true or quasi contracts.
- b) The quality of the product and its suitability for the purpose for which it will be used, not price alone, shall be considered in determining the awarding of contracts.
- c) The board reserves the right to reject any or all bids.

**2. Informal Bidding for Moderate Purchases**

- a) Written quotes shall be requested on orders of supplies and equipment, new construction, or repair and renovation, when the estimated cost is between \$2,000 and \$5,000. Such written quotes shall be kept for reference.
- b) These quotes may be accepted without board action, but shall be requested in writing and shall be kept on file.

**3. Formal Bidding for Major Purchases and Construction**

- a) The board may solicit bids for the provision of large orders of supplies and equipment, new construction, repair or renovation, if the estimated amount for the supplies and/or equipment exceeds \$5,000.00.
- b) Pursuant to section 73-106 of the Nebraska statutes, until August 27, 2015, the board will advertise for bids when the contemplated expenditure of the project exceeds \$40,000 for the construction, remodeling, or repair of a school-owned building or for site improvement. After August 27, 2015, the board will advertise for bids when the contemplated expenditure of the project exceeds \$100,000 for the construction, remodeling, or repair of a school-owned building or for site improvement. The dollar amount triggering the board's obligation to advertise for bids under this policy shall automatically increase to that set by the State Board of Education beginning on July 1, 2020 and continuing thereafter.
- c) The bidding requirements described in this policy shall not apply to emergency expenditures if the district has suffered a disaster, emergency or civil defense emergency as provided for in Nebraska law.

- d) In projects that involve professional engineering or architecture, the board will have a registered professional engineer or architect prepare the plans, specifications, and estimates when the anticipated cost of the project exceeds \$100,000.
- e) Advertising for Bids
  - 1) The superintendent or designee will arrange to advertise for bids under this section by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.
  - 2) Nothing in this policy shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.
- f) Bid Documents
  - (1) The bid documents shall identify the day upon which the bids shall be returned, received or opened and shall identify the hour at which the bids will close or be received or opened.
  - (2) The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.
  - (3) Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.
  - (4) If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.
  - (5) Sealed bids will be opened in a place and at the specific time stated in the bid form. Bidders shall be notified of the opening and invited to be present.
  - (6) The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest responsible bidder whose bid meets the bid specifications.

Revised July 2015

3004  
Purchasing

**General Purchasing Policy**

The school district's budget shall be the guide for all purchases. No employee of the district may make a purchase that is not provided for in the budget without the board of education's approval.

The board intends to purchase competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.

The acquisition of services, equipment and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district.

Unauthorized purchases or commitments of district funds are not permitted and will be the responsibility of the person making the commitment.

**Building-Specific Purchasing**

School buildings are operationally under the control of building principals. Principals have control and responsibility for the building and grounds, for all supplies and equipment housed at the building, for all school-related activities in the building, and for all pupils, teachers, and other employees assigned to the building.

Principals, in consultation with their staff, are responsible for requisitioning, managing, distributing, and utilizing supplies within the building.

The superintendent of schools or his designee is responsible for the requisitioning, managing, distributing, and utilizing of supplies for maintenance and transportation.

The administration office is responsible for the actual purchasing of supplies and for providing the necessary forms for establishing efficient procedures to facilitate the process.

## **Purchasing Procedures**

School personnel must secure the approval of an authorized administrator before making any purchases.

Employees making a purchase must attach a receipt or invoice to all requests for payment of items, must sign all purchase receipts or charge slips, and must submit receipts to the office of the superintendent no later than 5 days prior to the next regular board meeting.

All purchases of goods and services made with district funds must be made on a properly executed purchase order.

All purchases shall be initiated with a purchase order. Purchase orders are signed by the person responsible for that particular budget and finally by the superintendent.

## **Purchasing Controls**

The board encourages the administration to help achieve both quality control and the price advantages of purchasing in quantity. The administration is encouraged to:

establish specifications for goods and services as needed;

identify several existing, commercially available "standard brands" that meet those specifications as examples; and

invite vendors to bid, based on those examples, or comparable ones, which the vendors believe to be acceptable according to the specifications.

## **Relations with Vendors**

The board wishes to maintain good working relations with vendors who supply materials, supplies and services to the school system. The school shall not extend favoritism to any vendors. Each order shall be placed on the basis of quality, price and delivery, with past services being a factor if all other considerations are equal.

Unless such purchase is made in compliance with applicable state statutes, no purchase will be made from:

a board member or an employee;

a board member's or employee's parent, spouse, child or a member of his/her immediate household; or

any enterprise in which a board member or employee has a direct or indirect interest (except public utilities).

No employee shall endorse any product of any type or kind in such a manner as will identify him/her in any way as an employee of the school district.

The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the contract or purchase will be awarded to the firm that is located within the district. However, the board will not sacrifice either quality or economy to patronize local businesses.

Updated August 2013

3004

~~3003A~~

## **General Purchasing and Procurement**

### **I. Applicability of the Policy**

Purchases made with federal funds, whether those funds are derived directly from the federal government (e.g. award of a federal grant) or are derived by pass-through awards the Nebraska Department of Education (e.g. special education funds, school lunch funds, Title I funds) are subject to the policy on Purchasing and Procurement with Federal Funds, which is found elsewhere in this section.

### **II. General Purchasing Policy**

- A. The school district's budget shall be the guide for all purchases. No employee of the district may make a purchase that is not provided for in the budget without board or administrative approval.
- B. The board intends to purchase competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.
- C. The acquisition of services, equipment and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district.
- D. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

### **III. Building-Specific Purchasing**

- A. School buildings are operationally under the control of building principals. Principals have control and responsibility for the building and grounds, for all supplies and equipment housed at the building, for all school-related activities in the building, and for all pupils, teachers, and other employees assigned to the building.
- B. Principals, in consultation with their staff, are responsible for requisitioning, managing, distributing and utilizing supplies within

the building.

- C. The superintendent of schools or his/her designee is responsible for the requisitioning, managing, distributing, and utilizing of supplies for maintenance and transportation.
- D. The administration is responsible for purchasing of goods, services and supplies and for providing the necessary forms for establishing efficient procedures to facilitate the process.

#### **IV. Purchasing Procedures**

- A. School personnel must secure the approval of an authorized administrator before making any purchase.
- B. Employees seeking reimbursement for a purchase made with their personal funds must attach an itemized receipt or invoice to all requests for reimbursement; must sign all purchase receipts or charge slips; and must submit itemized receipts and any purchasing card or credit card receipts to the office of the superintendent no later than 10 days prior to the next regular board meeting. A non-itemized credit card receipt is not sufficient.
- C. Employees making purchases with a school district credit card or purchasing program must comply with the steps set forth in the district's Purchasing (Credit) Card Program.
- D. All purchases of goods and services made with district funds must be made on a properly executed purchase order.
- E. All purchases shall be initiated with a purchase order. Purchase orders are signed by the person responsible for that particular budget and finally by the superintendent.
- F. For purchases or more than \$5,000, authorized staff members must secure written quotes and/or estimates from a reasonable number of vendors. Staff will purchase from a responsible vendor with the lowest process unless the board approves the purchase from the more expensive vendor.

**V. Relations with Vendors**

- A. The board wishes to maintain good working relations with vendors who supply materials, supplies, and services to the school system. The school shall not extend favoritism to any vendors. Each order shall be placed on the basis of quality, price and delivery, with past services being a factor if all other considerations are equal. The administrative team may, in its discretion, use a Nebraska state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
  
- B. No purchase shall be made that violates any conflict of interest policy or law.
  
- C. No Employee shall endorse any product of any type or kind in such a manner as will identify him/her in any way as an employee of the school district.
  
- D. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the contract or purchase will be awarded to the firm that is located within the district. However, the board will not sacrifice either quality or economy to patronize local businesses.

Adopted on: 7-10-17

Revised on: 9-5-2018

Reviewed on: \_\_\_\_\_

Bylaws of the Board - Bylaws, Policies and RegulationsFormulation, Adoption, Amendment of Policies

Policy proposals and suggested amendments to or revisions of existing policies shall normally be submitted to all members of the Board of Education by the Superintendent in writing prior to a regularly scheduled Board of Education meeting in which such proposed policies, amendments, or revisions thereof shall be read and discussed.

Policies will be adopted or amended after consideration at two (2) meetings of the Board of Education. The agenda and minutes shall be marked to indicate policy matters.

The formal adoption of policies shall be by majority vote of all members of the Board of Education and the actions shall be recorded in the minutes of the Board of Education. Only those written statements so adopted and so recorded shall be regarded as official policy.

Policies shall be reviewed at least every two (2) years or at such other periodic time periods as may be required by law.

Reference: Robert's Rules of Order

Date of Adoption: 6-15-15



# ESU 4 Network Support Services Agreement

## ESU 4 Member Schools

August 1, 2020 - July 31, 2021

This agreement is made this 28 day of February 2020, by and between School District No. 33 in the County of Johnson, known as Sterling Public Schools in the State of Nebraska, and Educational Service Unit 4 (ESU 4), Auburn, Nebraska.

Whereas, Nebraska Department of Education Rules, and the statutes of Nebraska authorize the delivery of certain programs and services through contracts with ESU 4; and,

Whereas, the School District and ESU 4 desire to enter into a contract for the delivery of certain services hereinafter detailed, and it is the purpose of this Agreement to evidence the contract and understanding of the parties.

ESU 4 agrees to deliver network support and services via the web, email, phone, or onsite when deemed necessary to the School District between August 1, 2020, and July 31, 2021, based on the Support Package described below.

Therefore, in consideration of the mutual agreements hereinafter set forth, the parties agree as follows:

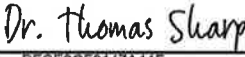
- ESU 4 will provide the School District with services as part of this agreement. The annual fee listed below helps to cover the cost of these services. These services are listed on Pages 4 and 5 of this document.
- School District will pay the DVLG consortium for services related to the WAN. The DVLG consortium agrees to those fees each year. Every district is a member of Network Nebraska. Please refer to the attached pages for a listing of those services.
- School District will pay ESU 4 for an infrastructure fee. This will also cover support services list on pages 4-6.
  - Yearly Support Service Fee.....\$3000
  - School District will pay ESU 4 at a per-hour rate for phone/ticket support. Mileage and travel included when travel is required. ....\$75 per hour
- School District will be billed for the yearly infrastructure fee in September. Billable hours will be sent monthly.
- School District agrees to identify an authorized point of contact (POC) and to communicate all service requests through the POC and ESU 4. This agreement shall be binding between School District parties and their successors. The persons executing this agreement on behalf of the respective parties specifically acknowledge and represent that they have valid authority to bind the party for whose benefit this agreement has been executed.
- A School District may contract with ESU 4 for more support hours if deemed necessary (page 3).

## Contact Information and Signatures

### Primary POC

|           |       |                |              |
|-----------|-------|----------------|--------------|
| _____     | _____ | _____          | _____        |
| Signature | Name  | E-mail Address | Phone Number |

### District Signature

|   |                      |  |                              |
|---|----------------------|--|------------------------------|
| <small>DocuSigned by:</small><br><br><small>DFCE3CF0147A44E...</small> | _____                | _____  | _____                        |
| Signature   | Thomas Sharp<br>Name | tsharp@sterlingpublic<br>schools.com<br>E-mail Address | 402-866-4761<br>Phone Number |

### ESU 4 Signature

|           |       |                |              |
|-----------|-------|----------------|--------------|
| _____     | _____ | _____          | _____        |
| Signature | Name  | E-mail Address | Phone Number |



**ESU4 Technology Support Services 2020-2021 School Year**

**Contracted District Support** – Support for issues inside the district may be contracted annually for a reduced fee. Contracted labor includes laptop, software, tools, and mileage. The following would be based on a 38 week school year and renewed yearly. ESU 4 would be required to hire additional staff to support additional schools.

| Hours | Days                                       | Annual Cost | Additional Hours |
|-------|--|-------------|------------------|
| 304   | 38 days per year / Average 1 day per week  | \$13,680    | \$45 per hour    |
| 608   | 76 days per year / Average 2 days per week | \$27,360    | \$45 per hour    |

**Contracted Network Support** – Network support may be contracted annually. Contracted labor includes network monitoring, backup, documentation, troubleshooting and mileage when needed. ESU 4 would be required to hire additional staff to support additional schools.

Cost is on a school by school basis. Please call 402-414-3060 or email [support@esu4.net](mailto:support@esu4.net) if needing more information.



## *Technology Support Services*

### *2020-2021 School Year*

#### **Email Relay Service – [mail.esu6.org](mailto:mail.esu6.org)**

Two email servers are hosted and maintained by ESU6 to provide an email relay service to school districts. The email relay service allows schools to send high quantities of email for things such as PowerSchool, copiers, HVAC equipment, etc. Google limits email to 2,000 messages per day per district. Our email relay allows up to 10,000 messages per day per district.

#### **ScreenConnect – <https://help.esu6.org>**

ScreenConnect is a remote desktop software application hosted by ESU6 that allows support personnel remote viewing and control of devices from anywhere with an Internet connection. ScreenConnect also provides remote meeting capabilities.

#### **Kayako Ticket System – <https://support.esu6.org>**

Kayako is a help desk solution hosted by ESU6 that allows schools to funnel all support requests to a central location so that issues can be tracked to resolution. The ticket system features submission of tickets via email or live chat, a full featured public and internal knowledgebase, news, and time tracking.

#### **PRTG Network Monitor – <https://monitor.esu6.org>**

PRTG is a network monitoring solution hosted by ESU6 that allows school personnel to monitor all network equipment from a web browser or remotely through a phone app. This software monitors all devices and services on the network and alerts key personnel of issues that need attention on the network.

#### **Single Sign-On - <https://login.esu6.org>**

ESU4 has developed a single sign-on solution to enable school districts to utilize Google to authenticate to a central portal to access applications such as ADVISER, the Nebraska Cloud, Kayako, PRTG, ScreenConnect, Moodle, Zoom, Adobe, TestWiz, etc.

#### **FTP Backups – <ftp.esu6.org>**

FTP backup allows schools to encrypt and backup critical school data such as administration files, accounting data, and PowerSchool backups to an offsite server hosted at ESU6.

#### **Classifieds – <https://classifieds.esu6.org>**

The classifieds website is a location that schools from ESUs 4, 5, and 6 can post unused items for sale to other schools.



## *Technology Support Services 2020-2021 School Year*

### **Status Updates – <https://status.esu4.org>**

ESU4 utilizes a status page to communicate scheduled maintenance windows and to notify districts when services are down or experiencing issues. Districts can register for an account and select what services they would like to receive notifications on.

### **Ubiquiti Network Management System - <https://unms.esu4.org>**

Ubiquiti Network Management System (UNMS) is a free service hosted by ESU6 which allows districts to easily configure, monitor, upgrade, and backup Ubiquiti equipment.

### **Network Consulting**

ESU4 will provide free network consulting to assist districts with technology planning and direction. The consulting is free and any labor to implement a solution or troubleshoot an issue inside the district's firewall will be billed accordingly.

### **Realtime Blacklist Monitoring**

ESU4 actively monitors all public IPs assigned to each district for any additions to 117 real-time blacklists (RBLs). If any school has a public IP end up on a RBL list ESU4 staff will work with the district to clean up any infected machines that may have caused the RBL entry and will then work to remove the school's public IP from each RBL.

### **Firewall Management**

ESU4 will provide free assistance at the firewall to ensure district firewalls are patched, proper implementation of firewall and port forwarding rules, assistance with public IP assignment, routing, backup internet connection configuration, DHCP relay, SNMP configuration, VLAN configuration, and user management at the firewall. All content filtering configurations are the responsibility of the district. ESU4 will assist with content filtering configuration and troubleshooting for an hourly fee.

### **LAN Manager Meetings**

ESU4 will host LAN Manager Meetings to disseminate best practices between districts, communicate technology updates, issues, and receive feedback from districts on what services are needed.

### **Training**

Group training for services such as Firewall or content filtering management, VLANing, PRTG,

*ESU 4 Network Agreement - 2020 - 2021*

*Signed copies will be returned to ESU 4 and School District Central Office*

switch configurations, Google G Suite, etc. as requested by the districts.

**TFTP Backup**

TFTP servers hosted by ESU4 for Switch upgrade and backup.

**Public IP Allocation**

ESU4 manages all public IPs for each district and ensures that IP assignments are sufficient for future projects and needs.

**NetBrain**

Software hosted by ESU4 for network documentation, mapping and troubleshooting.



## Statewide Projects Supported and Paid by ESU 4

*For help with implementation, please contact the technology department at ESU 4.*

**NROC/Hippocampus/EdReady:** NROC is a community-guided, non-profit organization focused on college and career readiness. NROC offers courses to be downloaded directly into an LMS (Learning Management System) for teachers to use as a full course or as supplementary material. Hippocampus offers over 5,700 free videos in thirteen subject areas for teachers to use as supplementary material to their courses. Edready allows teachers to assess student areas for English/Language Arts, College Math, NESAs test prep, and ACT test prep.

**Learn360:** Learn360 offers teachers over 155,000 media resources across all grade levels and across all subject areas. Teachers can complete a variety of searches based on what students are learning. All of the materials are tied to state standards as well as content area.

**ESUCC Marketplace – Coop purchasing:** Nebraska ESUCC Cooperative Purchasing provides a compliant, aggregated bidding process to control and reduce costs to ESU districts by maximizing efficiency of resources and processes in Nebraska. By using the ESUCC marketplace, districts can get bids from multiple vendors on a variety of school supplies and technology. The ESUCC marketplace has worked with Learning Management System (LMS) vendors to drive the price down per student for districts wishing to implement an LMS. You can get reduced pricing from World Book Online, Teachingbooks.net, and Movie Licensing U.S.A. There are many ways to control spending in your district by using this resource.

**NVIS management:** NVIS is a statewide clearing house of courses offered to all Nebraska School Districts. Districts may also find resources for Virtual Field trips and contact information for those who would be responsible for bringing rich content to Nebraska's classrooms.

**OER - Open Education Resources:** Open educational resources(OER) are freely accessible, openly licensed text, media, and other digital assets that are useful for teaching, learning, and assessing as well as for research purposes. The development and promotion of open educational resources is often motivated by a desire to provide an alternate or enhanced educational paradigm. This includes complete courses, textbooks, lesson plans, videos and other media items.



## *DVLG Technology Support Services*

*2020-2021 School Year*

*(Currently TBD)*

*\*Please note the 2019-2020 participation fees have not been set yet*

### **E-Rate**

- Contract with SNDLC/ESU5 to provide e-rate services at \$1000 per district.
- **CIPA Filter** – Firewall and content filter necessary to be CIPA Compliant.
- **Licensing** – Group purchase of an annual site license for \$1150 per district covered through the annual DVLG dues.
- **Backups** – CIPAFilter backups maintained off site nightly.

### **Support Services**

- **2500MB of Internet Bandwidth** – Bandwidth is shared between all 27 entities in DVLG. Bandwidth is purchased through Network Nebraska but is paid for by DVLG dues.
- **Commercial Peering Services** - Prioritizes routing to over 60,000 companies. This service is provided by Network Nebraska but is paid for by DVLG dues.
- **Dmarcian** - A product used to implement proper dmarc, dkim and spf records to protect school domains from being spoofed. Allows the district to control who sends email on their behalf.
- **Authoritative DNS Servers** – Two name servers that hold the DNS records (A, CNAME, PRT, MX, etc.) for school district domains. DVLG provides assistance with domain purchasing and record management.
- **Recursive DNS Servers** – Two DNS caching servers for school districts use. 204.234.242.1 and 162.127.6.1.
- **NTP Server** – A network time server is maintained for services requiring a NTP server.
- **iPerf Server** – A server used to measure network throughput.
- **Speedtest** – Website available to end users to test network speeds from a browser.
- **Fortinet Routers** – ESU6 manages and maintains two Fortigate 800C routers which firewall and route traffic for all 27 entities in DVLG.
- **Lifesize Manager** – Allows central upgrades of all Lifesize video carts.
- **Lifesize ClearSea** – Allows video conferencing from a desktop, phone, or tablet.
- **Lifesize Video Center** – Video server used to upload, record, or live stream video from a ClearSea account or Lifesize cart.
- **Zoom Licensing** – The consortium provides Zoom licensing to enable audio and video conferencing.
- **10GB Connection from ESU6 to WAN** – ESU6 is the aggregation point of all 27 schools within DVLG. ESU6 maintains a 10GB connection to the WAN. All schools connect to the WAN at 1GB.
- **WAN Support** – ESU6 assists with technical issues between UPN and the school districts to help resolve outages and troubleshoot WAN related issues.
- **Splunk** – Central repository of machine and systems log data to enable quicker resolution of technical issues.

*ESU 4 Network Agreement - 2020 - 2021*

*Signed copies will be returned to ESU 4 and School District Central Office*

### **Future Projects for DVLG to consider**

- **DNS Management** – ESU4 currently manages the DNS records for 75% of member’s domains. We are investigating better management tools to allow members or ESU staff to manage their DNS records through a web interface. (Completed June 2018).
- **Video Recording and Sharing** - Consider a video solution that would allow teacher to record and share classroom content securely.
- **Splunk** – Consider adding another 10GB license for system and machine data logging
- **Fiber Tester** – Tools to test the light levels of fiber connections inside districts
- **Fiber Scope** – Tool to magnify the end of the fiber to ensure there are no obstructions on the end of the fiber

## **Network Nebraska 2020-2021 Participation Fee**



### **Comprehensive Listing of Network Nebraska—Education Services and Benefits (7/1/2017)**

#### **Student Learning Opportunities**

- Statewide Clearinghouse and Video conferencing Scheduling Software ([www.nvis.esucc.org](http://www.nvis.esucc.org))
- High quality exchange of Nebraska K-12 and college video distance learning classes
- High bandwidth Internet2 access to over 90,000 education partners and content providers
- Internet2 programming and virtual museum trips from across the U.S./world
- Transport for the ESUCC/NDE statewide learning object repository and other applications
- Participant in the Internet2 InCommon national pilot project for federated identity services
- New State contract pricing for Zoom video conferencing

#### **Connectivity/Transport**

- Intranet Ethernet connectivity to all 291 Network Nebraska participants and Nebraska Dept of Ed
- Interregional (high bandwidth backbone) Transport between Grand Island, Lincoln, Omaha, and Scottsbluff
- Access to commodity Internet1 service with one of the lowest rates in the U.S.
- 3Gbps Internet2 Commercial Peering Service and prioritized routing to over 60,000 companies
- 20Gbps InterExchange Routing out of Omaha
- Co-location rack space at Lincoln core location as a subscription service
- Core router and core infrastructure cost avoidance through the University of Nebraska partnership
- Increased backbone transport through UNCSN dark fiber projects
- Dynamic provisioning of statewide Internet access

#### **Network Management/Monitoring**

- 24/7 network monitoring and call center
- Toll-free Network Nebraska number, 1-888-NET-NEBR (638-6327)
- Automated Notification System services
- Network abuse and nefarious activity monitoring, including DDoS prevention for 2017-18
- Fortinet enterprise Intrusion Prevention Service
- Bandwidth measuring and assistance
- Level 1 network troubleshooting and support on Network Nebraska-Education backbone, core network devices and State Contract and University of Nebraska contracts for Internet access
- Level 2 network troubleshooting and support on wide area networking and other participant routing and DNS issues
- Level 2 video/scheduling troubleshooting and support
- Traffic shaping of Network Nebraska Internet bandwidth at Omaha and Lincoln
- Onsite and/or remote technician assistance, upon request



*Network Nebraska 2020-2021 Participation Fee*

**Continued**

**Administrative/E-rate**

- RFP development and State Master Contract negotiations
- E-rate filing on the K-12 eligible portion of the Interregional Transport and statewide Internet
- Sponsored Education Group Participation (SEGP 8 6 8&\$1) Membership for Internet2
- Management of the statewide purchase contracts for statewide scheduling, WAN services, Internet access, Cisco equipment, and videoconferencing equipment.
- E-rate archiving of bid documents, invoices, correspondence
- Continual Management of Consortium Letters of Agency to maintain E-rate eligibility
- OCIO Financial Solutions Services for budget development and vendor service orders
- State Billing services for Network Nebraska Participation Fee and Interregional Transport
- Network Nebraska website ([www.networknebraska.net](http://www.networknebraska.net)) development and support



## ESU 4 Extended Support Service Agreement

For: Sterling Public Schools

July 1, 2020 - June 30, 2021

This agreement is made this 28 day of February 2020, by and between School District No. **49-0033** in the **County of Johnson**, known as **Sterling Public Schools** in the State of Nebraska, and Educational Service Unit 4 (ESU 4), Auburn, Nebraska.

Whereas, Nebraska Department of Education Rules and the statutes of Nebraska authorize the delivery of certain programs and services through contracts with ESU 4; and,

Whereas, the School District and ESU 4 desire to enter into a contract for the delivery of extended network support, and it is the purpose of this Agreement to evidence the contract and understanding of the parties.

ESU 4 agrees to deliver extended network support via the web, email, phone, and onsite to the School District between July 1, 2020, and June 30, 2021, based on the Support Package described below.

Therefore, in consideration of the mutual agreements hereinafter set forth, the parties agree as follows:

1. ESU 4 will provide Sterling Public Schools with direct, on-site support as defined below. The Support Services are defined in the original network agreement that is on file with both the district and ESU 4.
2. Sterling Public Schools will pay ESU 4 for a reduced rate, which will be used to provide technology support services. Any tickets worked at ESU4 will also be deducted from these hours. Please check the appropriate box below.

- 400 hours (approximately 1 day a week for the school year).....\$16,000
- 700 hours (approximately 2 days a week for the school year).....\$28,000
- 1,000 hours (approximately 3 days a week for the school year).....\$40,000

3. Sterling Public Schools will be billed for ½ (one-half) of the Extended Service Fee, due to ESU 4 by Oct. 14, 2020. The second ½ (one-half) installment is due to ESU 4 by Feb. 14, 2021.

- 4. The persons executing this agreement on behalf of the respective parties specifically acknowledge and represent that they have valid authority to bind the party for whose benefit this agreement has been executed.
- 5. Any unused days by Sterling will not be reimbursed when this agreement expires.

**Signatures for Extended Network Services  
Sterling Public Schools  
250 Main Street  
Sterling, NE 68443**

**District Signature**

|                  |  |                     |
|------------------|--|---------------------|
| <u>2/28/2020</u> | <div style="border: 1px solid black; border-radius: 5px; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small><br/> <br/> <small>DFCE3CF0147A44E...</small> </div> | <u>Thomas Sharp</u> |
| Date             | Signature  | Printed Name        |

**ESU 4 Signature**

|                  |  |                     |
|------------------|--|---------------------|
| <u>2/28/2020</u> | <div style="border: 1px solid black; border-radius: 5px; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small><br/> <br/> <small>FDBB66F4E22C481...</small> </div> | <u>Dustin Buggi</u> |
| Date             | Signature  | Printed Name        |



## Educational Service Unit 4

919 16<sup>th</sup> Street, P.O. Box 310, Auburn, Nebraska 68305-0310  
(402) 274-4354/ Fax: (402) 274-4356

[www.esu4.org](http://www.esu4.org)

---

Administrator  
Gregg Robke

Director of Support Services  
Chuck Hummel

Health Services Director  
Felicia Martin, RN

Professional Development Directors  
Jen Madison/Lori Broady

Special Education Director  
Ellen Stokebrand

NCECBVI Campus Administrator  
Sally Schreiner

Technology Director  
Dustin Buggi

Technology Integration  
Ben Hanika

---

March 2, 2020

To: ESU 4 Superintendents  
From: Ellen Stokebrand *ES*

Re: 2020-2021 Special Education Contracts

Thank you for returning your anticipated special education needs for next year. Enclosed are two copies of the contract for Special Education Services for the 2020-2021 school year, which were developed per the needs submitted by each district. Costs identified on the contracts are **projected**, however; this allows you to begin the planning and development of your 2020-2021 budgets. An updated projection of program costs will be available next fall, as budgets are final and service needs are finalized. As part of the billing process, we begin the adjustment rates in February to reflect actual costs as opposed to budgeted costs. We generally end each year below our projected costs.

As a reminder that we made the move to base contracts on an 8 hour day, as opposed to a 6 hour day that had been our practice for many years. Many of you also adjusted your hours based on the actual data that we shared with you regarding services from August through December. The hourly rate will be lower than in the past. The total rate will be comparable to our budget estimates in recent years.

Please look over the contracts carefully. If you have any questions, please don't hesitate to contact me as soon as possible. Once you have verified the information, please sign both copies. **Return one copy to ESU 4 by Friday, March 20, 2020.** If you will need additional time, please let me know.

cc: File  
Special education directors/coordinators



**Educational Service Unit 4**

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Dustin Buggi

**Technology Integration**

Ben Hanika

**2020-2021**

**AGREEMENT FOR SPECIAL EDUCATION SERVICES**

**THIS AGREEMENT** is issued this 2<sup>nd</sup> day of March, by and between the Sterling Public Schools in the County of Johnson, in the State of Nebraska, a/k/a Sterling School District # 490033 ("School District") and Educational Service Unit 4, a political subdivision ("ESU 4"). In consideration of the mutual agreement hereinafter set forth, the recitals hereinafter contained, the parties agree as follows:

**RECITALS**

1. ESU 4 is duly qualified, by virtue of provisions of the statutes of the State of Nebraska, to provide and render services to school districts on a contract basis, in exchange for compensation as provided in this Agreement.
2. The School District desires to contract with ESU 4 for the delivery of certain mandatory or discretionary educational services by ESU 4 for the benefits of the School District and it's students.
3. This Agreement constitutes the agreement and understanding of the parties with respect to the subject matter hereof. This Agreement is entirely integrated, i.e., there are no other agreements, written or oral, concerning the subject matter hereof, except those which are expressly delineated in this instrument, or by a mutually accepted written addendum.

**COVENANTS**

1. **Services Contracted.** ESU 4 shall provide, for the time period specified hereinafter, the following services at facilities which shall be provided by the School District or by ESU 4 in accordance with the terms of this Agreement.
2. **Services Provided.** The services provided, as identified in the preceding paragraph of this Agreement, may be referred to, from time to time, as "Hourly" or "Level III" or "Early Childhood" services for purposes of reference only.
3. **Compensation.** The parties acknowledge that ESU 4 shall, in good faith, determine its cost incurred in connection with each of the contracted programs in accordance with internal cost accounting systems, methods, and techniques deemed appropriate by ESU 4, and accomplished in the manner consistent with the rules, regulations and laws of the State of Nebraska. Upon determination of such costs, ESU 4 shall prepare a statement for the services contracted and provided for amounts due to ESU 4 from the School District in accordance with the provisions of this Agreement. The estimated costs set forth in paragraph one hereof, shall constitute estimates only, and shall not, in any manner or under any circumstances, become or constitute the ultimate or final amount due from the School District to ESU 4 for the services

*Courageously leading a dynamic revolution in education  
 "The Mission of ESU 4 is to improve student learning through a  
 commitment to communication, accountability and leadership."*



SCHOOL: Sterling 490033

| HOURLY PROGRAMS                             |                          |                       |                     |
|---|--------------------------|-----------------------|---------------------|
| (Figures below are on an annual basis.)     |                          |                       |                     |
| SUPPORT SERVICE PROGRAM                     | PROJECTED AMOUNT OF TIME | PROJECTED RATE RATE   | PROJECTED COST      |
| Director of Special Education               | 120                      | \$250.00              | \$30,000.00         |
| Audiologist                                 | 40                       | \$125.00              | \$5,000.00          |
| Psychological/Counseling Services           | 180                      | \$150.00              | \$27,000.00         |
| Speech Therapy                              | 432                      | \$140.00              | \$60,480.00         |
| Deaf Educator                               | 0                        | \$100.00              | \$0.00              |
| <b>TOTAL COST - HOURLY PROGRAMS</b>         |                          |                       | <b>\$122,480.00</b> |
| LEVEL III SERVICES                          |                          |                       |                     |
| PROGRAM                                     | NUMBER OF STUDENTS       | ESTIMATED RATE        | ESTIMATED COST      |
| Learning Center                             | 0                        | \$66,500.00           | \$0.00              |
| <b>TOTAL COST - LEVEL III PROGRAMS</b>      |                          |                       | <b>\$0.00</b>       |
| BELOW AGE FIVE SERVICES                     |                          |                       |                     |
| PROGRAM                                     | PROJECTED AMOUNT OF TIME | ESTIMATED RATE        | ESTIMATED COST      |
| Early Childhood -Home based service (0-5)   | 28                       | \$150.00              | \$4,200.00          |
| <b>TOTAL COST - EARLY CHILDHOOD PROGRAM</b> |                          |                       | <b>\$4,200.00</b>   |
| Due: March 20th 2020                        |                          | <b>TOTAL CONTRACT</b> | <b>126,680.00</b>   |



**Educational Service Unit 4**

919 16<sup>th</sup> Street, P.O. Box 310, Auburn, Nebraska 68305-0310  
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**2020-2021**

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SCHOOL: Sterling 490033

HOURLY PROGRAMS

(Figures below are on an annual basis.)

| SUPPORT SERVICE PROGRAM             | PROJECTED AMOUNT OF TIME | PROJECTED RATE RATE | PROJECTED COST      |
|-------------------------------------|--------------------------|---------------------|---------------------|
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| <b>TOTAL COST - HOURLY PROGRAMS</b> |                          |                     | <b>\$122,480.00</b> |

LEVEL III SERVICES

| PROGRAM                                | NUMBER OF STUDENTS | ESTIMATED RATE | ESTIMATED COST |
|--|--------------------|----------------|----------------|
| Learning Center                        | 0                  | \$66,500.00    | \$0.00         |
| <b>TOTAL COST - LEVEL III PROGRAMS</b> |                    |                | <b>\$0.00</b>  |

BELOW AGE FIVE SERVICES

| PROGRAM                                     | PROJECTED AMOUNT OF TIME | ESTIMATED RATE | ESTIMATED COST    |
|---|--------------------------|----------------|-------------------|
| Early Childhood -Home based service (0-5)   | 28                       | \$150.00       | \$4,200.00        |
| <b>TOTAL COST - EARLY CHILDHOOD PROGRAM</b> |                          |                | <b>\$4,200.00</b> |

Due: March 20th 2020

|                       |                   |
|-----------------------|-------------------|
| <b>TOTAL CONTRACT</b> | <b>126,680.00</b> |
|-----------------------|-------------------|

## Novel Coronavirus: Events, Public Gatherings, and Schools Guidance

### Background:

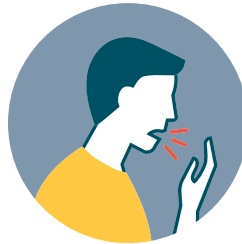
Coronavirus disease 2019 (COVID-19) is a respiratory disease caused by a new virus strain that can spread from person to person, causing severe illness including pneumonia in some people.

Symptoms can appear 2 to 14 days after exposure to the virus. The most common symptoms reported are:

*Fever*



*Cough*



*Shortness of breath or difficulty breathing*



### Purpose of Guidance:

The purpose of the document is to provide recommendations and guidance for events and public gatherings to help limit people's exposure to COVID-19 to protect people attending and working the event as well as the community. These recommendations are intended for organizers and staff responsible for planning events with a large number of people in attendance (more than 250 people). Additional guidance is provided for school closures. This guidance is not intended to close office buildings or workplaces with 250 or more people.

*Events include concerts, festivals, conferences, worship services, sporting events, and other such events.*

One critically important way to slow the spread of respiratory viral infections, like COVID-19, is to reduce close contact (increasing social distancing).

Nebraska DHHS outlines two (2) scenarios that should be considered by event organizers and communities, as well as, closure guidance for schools.

Community transmission (i.e. where we cannot identify a direct link to a case) triggers for closure by community size or region:

- For Omaha: 2 cases of community transmission
- For Lincoln: 1-2 cases of community transmission
- For other Nebraska communities and Nebraska's Education Service Units (ESUs): 1 case of community transmission



## Before community transmission it is critical that:

- Event organizers:
  - **Limit the size of events and public gatherings (e.g. parades, theaters, sporting events, etc.) to less than 250 people.**
  - Collaborate and coordinate with community partners including the local health departments.
  - Create an emergency operations plan for how to modify, cancel, or postpone the event if community transmission begins in the community.
  - Start the event and use event communications to promote everyday preventive health messages, including:
    - ◆ Attendees and workers must stay home if they are sick.
    - ◆ Wash hands often with soap and water for at least 20 seconds.
    - ◆ When washing with soap and water is not available, use an alcohol-based hand sanitizer.
    - ◆ Cover their nose and mouth with a tissue when coughing or sneezing with a tissue then throw it away.
    - ◆ Encourage participants to minimize close contact (e.g. no hand shaking or hugging).
  - Provide prevention supplies as available. Plan to have extra supplies for attendees and workers like sinks with soap, hand sanitizers, and tissues. Promoting frequent and proper hand hygiene.
  - If workers or attendees develop symptoms, provide a designated space separated from the other attendees/workers for them to remain until they are able to go home.
  - If the event location, audience, or other major details can be modified consider:
    - ◆ Televising the event
    - ◆ Held outdoors or move to a location where people can spread out more (e.g. larger venue)
    - ◆ Teleconferences/video-conferences
    - ◆ Reducing the audience size (e.g. immediate family member attendance, limited number of tickets)
    - ◆ Spreading people out (e.g. less individuals at tables, spreading desks apart)
    - ◆ Or other ways to limit the number of people gathered in an enclosed space
    - ◆ Consider postponing an event to a later date.

*Consider creating refund policies or remote participation opportunities to further encourage staying home if they are sick or caring for the sick.*

## After community transmission has begun:

- Event organizers:
  - **Limit the size of events and public gatherings (e.g. parades, theaters, sporting events, etc.) to 20-50 people.**
  - Put your emergency operations and communications plans in action.
  - Collaborate and coordinate with community partners including the local health departments.
  - Anticipate events may need to be modified (e.g. teleconference/video-conference), canceled, or postponed.
  - Cancel events primarily for or attended by older adults and people with chronic medical conditions at higher risk for severe illness.
  - Start the event and use event communications to promote everyday preventive health messages, including:
    - ◆ Encourage attendees and workers to stay home if they are sick.  
*Consider creating refund policies or remote participation opportunities to further encourage staying home if they are sick or caring for the sick.*

- ◆ Wash hands often with soap and water for at least 20 seconds.
  - ◆ When washing with soap and water is not available, use an alcohol-based hand sanitizer.
  - ◆ Cover their nose and mouth with a tissue when coughing or sneezing with a tissue then throw it away.
  - ◆ Encourage participants to minimize close contact (e.g. recommend no hand shaking or hugging).
- Provide prevention supplies as available. Plan to have extra supplies for attendees and workers like sinks with soap, hand sanitizers, and tissues. Promoting frequent and proper hand hygiene.
  - If workers or attendees develop symptoms, provide a designated space separated from the other attendees/workers for them to remain until they are able to go home.
  - If the event location, audience or other major details can be modified consider:
    - ◆ Televising the event
    - ◆ Held outdoors or move to a location where people can spread out more (e.g. larger venue)
    - ◆ Teleconferences/video-conferences
    - ◆ Reducing the audience size (e.g. immediate family member attendance, limited number of tickets)
    - ◆ Spreading people out (e.g. less individuals at tables, spreading desks apart)
    - ◆ Or other ways to limit the number of people gathered in an enclosed space
    - ◆ Consider postponing an event to a later date.
  - Maintain a registration list of attendees and staff. This will significantly assist local public health in contact tracing in the event a COVID-19 case should later be identified as having attended the event.

- **School Closure guidance for after community transmission has begun:**

Reports suggest that school age students are not shown to be a high risk group for serious illness from COVID-19. Despite this, closures are recommended to protect family members who might be in a high risk group, the community, and minimize the spread of illness.

- It is recommended to close schools in the event community transmission has begun in your area.
  - ◆ **Schools should consider modifying attendance to classes (e.g. remote options like video-conference, recorded sessions, etc.) or cancel classes for 6-8 weeks and reevaluate reopening every 2 weeks thereafter for community transmission.**
  - ◆ Schools should modify, postpone, or cancel extracurricular events.
  - ◆ Collaborate and coordinate with community partners including the local health departments.

## **ADDENDUM TO NEGOTIATED AGREEMENT**

This Addendum to Negotiated Agreement is entered into by and between the Board of Education of School District No. \_\_\_\_\_ of \_\_\_\_\_ County, Nebraska, a/k/a \_\_\_\_\_ Public Schools, a political subdivision of the State of Nebraska, and the \_\_\_\_\_ Education Association.

WHEREAS, the parties entered into a Negotiated Agreement setting forth certain terms and conditions of employment for the 2019-2020 contract year, and

WHEREAS, said Negotiated Agreement provides for the provision and use of paid sick leave under the terms and conditions set forth therein and/or Board policy, and

WHEREAS, as the result of the introduction of the COVID-19 virus into the Nebraska population and the interest of the parties to minimize its transmission, protect students and the public and encourage school employees to stay home if ill, the parties agree as follows:

1. Effective immediately, employees experiencing symptoms of a virus infection are strongly encouraged to stay home and seek medical attention as appropriate.
2. Employees experiencing symptoms of a virus infection or who are otherwise unable to attend to their duties for any health related reason shall be granted paid medical leave until such time as it is determined that they are able to resume their duties without exposing others to the introduction or spread of any contagious or infectious disease or condition.
3. No employee shall be charged or docked with use of a sick day or days during the term of paid medical leave as described herein. Employees who take leave pursuant to this agreement and who also qualify for FMLA leave are subject to the requirements of the school district's FMLA policy and federal law.
4. Staff who desire to take the medical leave provided under this agreement must comply with all of the district's procedural requirements to request and be granted leave.
5. It remains an act of unprofessional conduct, insubordination, neglect of duty and a breach of contract to knowingly misuse any paid leave, including the medical leave provided pursuant to paragraphs 1 and 2 of this agreement. Employees who do so will be subject to disciplinary action up to and including the non-renewal, termination and/or cancellation of their employment contracts.

6. The terms of this Addendum shall remain in effect until the sooner of: (a) the conclusion of the 2019-2020 contract year; or (b) the school district receives notification from the Nebraska Commissioner of Education COVID-19 transmission no longer poses a public health risk to the school district' population.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Education Association

School District No. \_\_\_\_\_  
of \_\_\_\_\_ County,  
Nebraska, a/k/a \_\_\_\_\_  
\_\_\_\_\_ Public Schools

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

By: \_\_\_\_\_  
President, Board of Education

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WHEREAS, said Negotiated Agreement provides for the provision and use of paid sick leave under the terms and conditions set forth therein and/or Board policy, and

WHEREAS, as the result of the introduction of the COVID-19 virus into the Nebraska population and the interest of the parties to minimize its transmission, protect students and the public and encourage school employees to stay home if ill, the parties agree as follows:

1. Effective immediately, employees experiencing symptoms of a virus infection are strongly encouraged to stay home and seek medical attention as appropriate.
2. Employees experiencing symptoms of a virus infection or who are otherwise unable to attend to their duties for any health related reason must first use sick leave provided by the Negotiated Agreement, including unspecified or PTO leave intended to be used for illness; if an employee has no accumulated paid sick leave or has insufficient accumulated paid sick leave to cover the absence, the employee shall be granted paid medical leave until such time as it is determined that they are able to resume their duties without exposing others to the introduction or spread of any contagious or infectious disease or condition.
3. Employees who take leave pursuant to this agreement and who also qualify for FMLA leave are subject to the requirements of the school district's FMLA policy and federal law.
4. Staff who desire to take the medical leave provided under this agreement must comply with all of the district's procedural requirements to request and be granted leave.
5. It remains an act of unprofessional conduct, insubordination, neglect of duty and a breach of contract to knowingly misuse any paid leave, including the medical leave provided pursuant to paragraphs 1 and 2 of this agreement. Employees who do so will be subject to

disciplinary action up to and including the non-renewal, termination and/or cancellation of their employment contracts.

6. The terms of this Addendum shall remain in effect until the sooner of: (a) the conclusion of the 2019-2020 contract year; or (b) the school district receives notification from the Nebraska Commissioner of Education COVID-19 transmission no longer poses a public health risk to the school district' population.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Education Association

School District No. \_\_\_\_\_  
of \_\_\_\_\_ County,  
Nebraska, a/k/a \_\_\_\_\_  
\_\_\_\_\_ Public Schools

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

By: \_\_\_\_\_  
President, Board of Education

# Nebraska State Legislature

**SENATOR JULIE SLAMA**

District 1  
State Capitol  
PO Box 94604  
Lincoln, Nebraska 68509-4604  
(402) 471-2733  
jslama@leg.ne.gov



## COMMITTEES

Chairperson - Enrollment and Review  
Agriculture  
Business and Labor  
Judiciary  
Midwestern Higher Education Commission

Sterling Public Schools  
% Board of Education  
250 Main Street  
PO BOX 39  
Sterling, NE 68443

February 28th, 2020

Dear Board of Education,

Thank you for the opportunity to speak with your government field strip students on February 5th. It is always exciting to see young students interested in government. Please do not hesitate to reach out to my office and I look forward to working with you on future matters.

Best,

A blue ink handwritten signature of Julie Slama, written in a cursive style.

Senator Julie Slama  
District 1