



**Meeting the challenge, Exceeding expectations
and Continuing our legacy of excellence**

Board of Education Emergency Meeting

Tuesday, March 17, 2020 6:00 PM

Conference Room

520 East 9th Street

Imperial, NE 69033

Agenda

- I. CALL MEETING TO ORDER
- II. INFORMATION AND PROPOSALS
 1. SUPERINTENDENT'S REPORT
- III. ACTION ITEMS
- IV. DISCUSSION ITEMS
- V. ADJOURN

COVID-19 RESOLUTION

WHEREAS, the school district is preparing for the possible closure based on the statewide outbreak of COVID-19; and

WHEREAS, the board of education wishes to minimize disruption of the school district's operations;

NOW, THEREFORE, be it resolved that the superintendent, in consultation with the Board President, is authorized to pay all non-discretionary claims and take any other action authorized by law during the school closure, which the board will approve once the board resumes regular operations.

NOW, THEREFORE, be it further resolved that the superintendent is authorized to assign and utilize staff as necessary prior to, during, and after a closure, and to provide any leave and enter into agreements with staff for the purposes of protecting the health and safety of the school community, continuing the efficient operations of the school district, and ensuring staff return to work in the school district in the event of a closure.

Approved on March 17th, 2020.

ADDENDUM TO NEGOTIATED AGREEMENT

This Addendum to Negotiated Agreement is entered into by and between the Board of Education of School District No. 15 of Chase County, Nebraska, a/k/a Chase County Public Schools, a political subdivision of the State of Nebraska, and the Chase County 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 17th day of March, 2020.

Education Association of Chase County,

Chase County School District No. 15
Nebraska, a/k/a Chase County Public Schools

By: _____
President

By: _____
President, Board of Education

RETURN TO WORK AGREEMENT IN EXCHANGE FOR LEAVE DURING COVID-19 CLOSURE

This Agreement is made by and between Board of Education of Chase County Public Schools, (Chase County School District #15-0010 of Imperial, NE), referred to herein as the "District," and certificated non-teaching staff members, referred to herein as the "Employee."

WHEREAS, the District has closed or will soon be closing due to the outbreak of COVID-19 within the District;

WHEREAS, the District employs the Employee pursuant to a work agreement and/or employment terms contained in District policy;

WHEREAS, the District needs quality non-instructional staff to be able to function and serve students, and those staff are difficult to recruit, retain, and train;

WITNESSETH, as the result of the District's closure due to COVID-19 and the interest of the parties to minimize its transmission, protect students and the public, and ensure that employees affected by a school closure return to service with the District afterwards, the parties agree as follows:

- 1. School Closure.** The District will be closed for a definite or indefinite period of time.
- 2. Return to Work.** In exchange for the benefits provided to the Employee by this Agreement, the Employee will continue to be available for services throughout the conclusion of the 2019-20 contract year, even in the event the District faces a closure.
- 3. Payments During Closure.** In exchange for the Employee's promises in this Agreement, the District agrees to provide the following to the Employee.
 - a.** The District will continue the Employee's health, dental, and other benefits through the District's closure pursuant to the same terms as those benefits have heretofore been provided; [would NOT be treated as creditable service with NPERS]
 - b.** The District will provide full paid leave at the Employee's regular rate and hours, but not for any regular overtime, during the closure.
- 4. Deductions.** Any payment made pursuant to this contract shall conform to the statutes and regulations governing deductions from compensation and shall be subject to the School Employees Retirement Act..
- 5. Repayment.** If the Employee is not available to perform services upon request at any time the Employee would regularly be expected to perform his or her duties, the Employee

agrees that the Employer may deduct from the Employee's pay any amounts paid pursuant to this Agreement.

6. **Other Applicable Leave.** Employees who take leave pursuant to this Agreement and who also qualify for state or federal leave, including FMLA leave, are subject to the requirements of the school district's policy and federal.
7. **Policies, Rules and Regulations.** The Employee agrees comply with all of the District's procedural requirements to request and be granted leave.
8. **Continued Employment.** The Employee is employed regardless of any benefit or payment conferred by this Agreement, it creates no property right in continuing employment. and the Employee's employment may be terminated by the District for any lawful reason, including for any misuse of the leave or payments provided herein.
9. **Length of Agreement.** The terms of this Agreement shall remain in effect and supplement the other terms and conditions of the Employee's employment 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 District's population.

Employee

Executed on _____, 2020.

Superintendent

Executed on _____, 2020.

RETURN TO WORK AGREEMENT IN EXCHANGE FOR LEAVE DURING COVID-19 CLOSURE

This Agreement is made by and between Board of Education of Chase County Public Schools, (Chase County School District No. 15-0010 of Imperial, Nebraska), referred to herein as the "District," and Chase County Schools Classified Staff, referred to herein as the "Employee."

WHEREAS, the District has closed or will soon be closing due to the outbreak of COVID-19 within the District;

WHEREAS, the District employs the Employee pursuant to a work agreement and/or employment terms contained in District policy;

WHEREAS, the District needs quality non-instructional staff to be able to function and serve students, and those staff are difficult to recruit, retain, and train;

WITNESSETH, as the result of the District's closure due to COVID-19 and the interest of the parties to minimize its transmission, protect students and the public, and ensure that employees affected by a school closure return to service with the District afterwards, the parties agree as follows:

- 1. School Closure.** The District will be closed for a definite or indefinite period of time.
- 2. Return to Work.** The Employee is employed on an "at will" basis and could resign from his or her position at any time, without any reason, to pursue other employment or interests. In exchange for the benefits provided to the Employee by this Agreement, the Employee agrees that during the term of the District closure:
 - a.** The Employee will not resign his or her position with the District;
 - b.** The Employee will not seek other employment;
 - c.** The Employee agrees to return and perform all duties for the District for a period of at least six (6) months, unless otherwise allowed to resign or terminated by the Superintendent.
- 3. Payments During Closure.** In exchange for the Employee's promises in this Agreement, the District agrees to provide the following to the Employee.

- a. The District will continue the Employee's health, dental, and other benefits through the District's closure pursuant to the same terms as those benefits have heretofore been provided; [would NOT be treated as creditable service with NPERS]
 - b. The District will provide full paid leave at the Employee's regular rate and expected hours, but not for any regular overtime, during the closure;
- 4. **Deductions.** Any payment made pursuant to this contract shall conform to the statutes and regulations governing deductions from compensation and shall be subject to the School Employees Retirement Act..
- 5. **Repayment.** If the Employee does not return to work for the District for at least the next six (6) months, the Employee agrees that the Employer may deduct from the Employee's pay any amounts paid pursuant to this Agreement.
- 6. **Other Applicable Leave.** Employees who take leave pursuant to this Agreement and who also qualify for state or federal leave, including FMLA leave, are subject to the requirements of the school district's policy and federal.
- 7. **Policies, Rules and Regulations.** The Employee agrees comply with all of the District's procedural requirements to request and be granted leave.
- 8. **Continued At-Will Employment.** The Employee is employed on an "at-will" basis. Regardless of any benefit or payment conferred by this Agreement, it creates no property right in continuing employment. and the Employee's employment may be terminated by the District for any lawful reason, including for any misuse of the leave or payments provided herein.
- 9. **Length of Agreement.** The terms of this Agreement shall remain in effect and supplement the other terms and conditions of the Employee's employment 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 District's population.

Employee

Superintendent

Executed on _____, 2020.

Executed on _____, 2020.