

Board of Education Special Meeting  
Tuesday, March 17, 2020 6:30 PM  
East Butler School  
212 South Madison Street  
Brainard, NE 68626-0036

1. Call Meeting To Order
2. Roll Call
3. Flag Salute
4. Approve Agenda
5. Regular Agenda
  1. COVID 19 Update
  2. ADDENDUM TO NEGOTIATED AGREEMENT
  3. Resolution which would give the superintendent the authority to take non-discretionary actions in the event of a possible closure
6. Adjournment

## **ADDENDUM TO NEGOTIATED AGREEMENT**

This Addendum to Negotiated Agreement is entered into by and between the Board of Education of School District No. 12-5002 of Butler County, Nebraska, a/k/a East Butler Public Schools, a political subdivision of the State of Nebraska, and the East Butler 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 17 day of March, 2020.

East Butler School District No. 12-5020 Education Association of Butler County,  
Nebraska, a/k/a  
East Butler Public Schools

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

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

## **ADDENDUM TO NEGOTIATED AGREEMENT**

This Addendum to Negotiated Agreement is entered into by and between the Board of Education of School District No. 12-0502 of Butler County, Nebraska, a/k/a East Butler Public Schools, a political subdivision of the State of Nebraska, and the East Butler 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 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 17 day of March, 2020.

East Butler School District No. 12-5020 Education Association of Butler County,  
Nebraska, a/k/a  
East Butler Public Schools

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

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

## 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.

**[OPTIONAL: AUTHORITY TO PAY STAFF OR PROVIDE ADDITIONAL LEAVE]** 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 \_\_\_\_\_, 2020.

## **COVID-19 RESOLUTION**

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

WHEREAS, the President and the Governor have declared a state of emergency, and in the event of a disaster, emergency, or civil defense emergency, each school district or educational service unit may make emergency expenditures, enter into contracts, and incur obligations for emergency management purposes and to minimize the disruption to education services regardless of existing statutory limitations and requirements pertaining to appropriation, budgeting, or the manner of entering into contracts; and

WHEREAS, the board of education wishes to minimize disruption of the school district's operations and provide any authority necessary for the superintendent or his or her designee to take any actions necessary during the closure;

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

**[OPTIONAL: AUTHORITY TO PAY STAFF OR PROVIDE ADDITIONAL LEAVE]** 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, pay any compensation, 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 \_\_\_\_\_, 2020.