

Board of Education Special Meeting to Discuss
Plan for Coronavirus
Sunday, March 15, 2020 2:00 PM
Conference Room at the Southern Valley
Schools Junior/Senior High School Building,
Oxford, Nebraska
43739 Hwy 89
Oxford, NE 68967

1. OPENING

1.1. Call Meeting to Order

1.2. Pledge of Allegiance

1.3. Roll Call

1.4. Excuse Absent Board Members

1.5. Acknowledge Posted Open Meeting Act

2. REVIEW THE AGENDA

2.1. Publication of Notice Verification

2.2. Notes Regarding Agenda/Additions

2.3. Approval of Agenda

3. RECOGNITION OF VISITORS

3.1. Public Comment

4. DISCUSSION ITEMS

4.1. Participate in Phone Conference with Commissioner Bloomstead.

4.2. Thinks that need to be considered for school closure

5. BUSINESS ITEMS

5.1. Approve and adopt certificated staff negotiated agreement amendments and/or addendums

5.2. Amend, adopt, or approve paid and unpaid leave policies

5.3. Delegate the authority to superintendent

5.4. Delegate authority to superintendent for employees

5.5. Delegate Superintendent to make necessary decisions

6. MOTION TO ADJOURN

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

**COVID-19 LEAVE FOR STAFF NOT COVERED BY THE COLLECTIVE
BARGAINING AGREEMENT**

If you are receiving this document, you are employed by the school district pursuant to an employment contract and/or employment terms provided for in by board policy, and the terms and conditions of your employment are not directly covered by the collective bargaining agreement. This document will serve as an addendum to your contract and/or a supplement to the terms of your employment outlined by board policy.

Effective immediately, employees experiencing symptoms of a COVID-19 infection must stay home and seek medical attention as appropriate. This leave is provided for the safety of our students, staff, and school community, and to ensure staff are supported and able to return to work for the school district when cleared to do so.

Employees experiencing symptoms, ordered to remain home by the district, or ordered to remain home due to written orders of a medical professional or health official will be eligible for paid medical leave. Employees must first use sick leave provided by the district, including unspecified or PTO leave. If an employee has no accumulated paid leave or has insufficient accumulated leave to cover the absence due to COVID-19, 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.

Employees who also qualify for FMLA leave are subject to the requirements of the school district's FMLA policy and law. Employees who desire to take the medical leave provided by this document must comply with all of the district's procedural requirements to request and be granted leave by their supervisor or the superintendent of schools.

Employees who knowingly misuse any paid leave, including the medical leave provided pursuant to this agreement, will be subject to disciplinary action up to and including immediate discharge from employment.

This leave shall be available 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.

Superintendent

Date

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.

Things that need to be considered

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Pre-Closer	Our Answer	Post-Closer	Our Answer
1. What are we going to do about leave and pay for employees?		1. Do we continue to offer education for all?	
2. Give me permission to be able to suspend, cancel, or reschedule certain events		2. What are we going to do about leave and pay for employees?	
3. Give me permission to be able to pay non-discretionary claims		3. Graduation?	
4. Authority to assign staff as needed prior to, during, and after a closure		4. Awards Ceremonies?	
5. Authority to hire additional classified staff or contract for other services as needed.		5. Concerts?	
6. Concert this week?		6. Do we try and feed kids?	
7. Prom this week?			

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

This Agreement is made by and between _____ Public Schools, (_____ County School District ____), referred to herein as the "District," and _____, 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.

[THE FOLLOWING IS A NON-EXHAUSTIVE LIST OF OPTIONS OF PAY AND BENEFITS THAT YOU CAN PROVIDE BASED ON THE EMPLOYEE'S INTENT TO RETURN TO WORK]

- 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 pay the Employee \$_____ per day during the closure; [would be treated as creditable service; could be subject to retirement withholding as long as it works out to more than federal minimum wage]
 - c. 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; [pay retirement on this payment and this time would be treated as creditable service with NPERS]
 - d. The District will provide paid leave at _____% of the Employee's average weekly earnings during the 2019-2020 school year; [would be treated as creditable service; could be subject to retirement withholding as long as it works out to more than federal minimum wage]
 - e. The District will provide _____ additional days of paid leave at the Employee's regular rate and expected hours, but not for any regular overtime, which can be used at any time by the Employee during the closure. [would be treated as creditable service with NPERS]
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.