Wilcox-Hildreth Public School
Board of Education Special Meeting
Friday, March 20, 2020
High School Media Center - 3:00 PM

1. Call to Order. Roll Call

2. Announce location of posted Open Meetings Act

3. Consent Agenda

   3.A. Approval of Agenda

   3.B. Approval of minutes of Regular March 16, 2020 Board Meeting

   3.C. Approval of Claims

4. Visitors and communication from the public

5. Action Items

   5.A. Approve the absence of Board Member Aaron Pistulka

   5.B. Discuss, Consider and take all necessary action to approve a return to work agreement in exchange for leave during COVID-19 closure.

6. Discussion Items

7. Administrator Report

    7.A. Superintendent Report

8. Next Board Meeting:

9. Adjourn

Wilcox-Hildreth Public School
Board of Education Regular Meeting
Monday, March 16, 2020 ~ 7:00 PM
High School Media Center
404 Sapp Street
Wilcox, NE 68982-0190

1. Call to Order. Roll Call

2. Announce location of posted Open Meetings Act

3. Consent Agenda
Motion by Kert Hansen, seconded by Gary Jensen, to approve the consent agenda. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Absent, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 5, Nay: 0, Absent: 1

3.A. Approval of Agenda

3.B. Approval of minutes of Regular February 17, 2020 Board Meeting

3.C. Approval of Claims

3.D. Financial Report

4. Visitors and communication from the public
No visitors in attendance

5. Action Items

5.A. Discuss, Consider and take all necessary action to approve payment of $620,804.30 to BD Construction.
Motion by Aaron Pistulka, seconded by Roger Boyer, to Approve payment to BD Construction. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Absent, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 5, Nay: 0, Absent: 1

5.B. Discuss, Consider and take all necessary action to approve the resignation of Gabe Eberhardt.

No Action taken on this item.

5.C. Discuss, Consider and take all necessary action to approve the 2020-2021 School Calendar.
Motion by Roger Boyer, seconded by Aaron Pistulka, to approve draft #2 for the 2020-2021 School Calendar.. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Absent, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 5, Nay: 0, Absent: 1

5.D. Discuss, Consider and take all necessary action to approve and adopt certified and/or classified employment agreement
No action taken

5.E. Discuss, Consider and take all necessary action to approve and adopt certified staff negotiated agreement amendments and/or addendums.
Motion by Aaron Pistulka, seconded by Ryan Knaus, to approve and adopt certified staff negotiated agreement amendments and/or addendums.. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

5.F. Discuss, Consider and take all necessary action to ammend, adopt, and approve paid and unpaid leave policies
No Action Taken

5.G. Discuss, Consider and take all necessary action to delegate authority to the superintendent and board officers to pay certain claims and take other specified actions during any school closure due to the Coronaviris/COVID-19
Motion by Ryan Knaus, seconded by Roger Boyer, to delegate authority to the superintendent and board officers to pay certain claims and take other specified actions during any school closure due to the Coronaviris/COVID-19. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

5.H. Discuss, Consider and take all necessary action to delegate authority to superintendent to determine which employees are essential and who may be required to report for certain duties at certain times at certain locations notwithstanding school closures, if any
Motion by Ryan Knaus, seconded by Roger Boyer, to delegate authority to superintendent to determine which employees are essential and who may be required to report for certain duties at certain times at certain locations notwithstanding school closures, if any. Motion Passed.

Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

5.I. Discuss, Consider and take all necessary action to take any and all necessary and appropriate actions as a result of the Coronavirus/COVID-19
Motion by Ryan Knaus, seconded by Roger Boyer, to take any and all necessary and appropriate actions as a result of the Coronavirus/COVID-19. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

6. Discussion Items

6.A. Discuss the impact Corona virus and WHPS.

7. Administrator Report

7.A. Superintendent Report
Superintendent Patterson Reported:

1. Updates on number of applicants for the PE possision
2. Construction Updates
3. Pool Repairs and pool empolyees status
4. Possible Education Plans during COVID-19 closure
5. Employment options for hourly employees during COVID-19 closure

7.B. Principal Report
Kelly Simmons reported on the following:
*The Community for Kids Initial planning meeting went well held on March 4. We have several community members interested in being part of the Core Team.-Next steps will be to set up our next meeting with those individuals. This is put on hold due to the COVID-19 pandemic.

*Celebrated Read Across America on March 2nd.

*New teachers have started their APL training. I am assuming the final 2 days of training in April will be cancelled or postponed.

Shannon Lovin reported on the following:

* Americanism

8. Next Board Meeting:
Next board meeting will be April 20, 2020 at 7:00 a.m.

9. Adjourn
Motion by Aaron Pistulka, seconded by Kert Hansen, to Adjourn meeting at 8:36 p.m. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 1	Fund Number 01	GENERAL FUND	
ASK Supply Company, LLC	21189	Can Liners/Gloves-Wilcox Site	253.89
Total ASK Supply Company, LLC			253.89
DAS State Accounting-Central Finance	1209171	Monthly Service Charge-Interregional Fee	229.32
Total DAS State Accounting-Central Finance			229.32
Eakes Office Solutions	7979339-0	Julie Office Supplies	9.60
Total Eakes Office Solutions			9.60
Fine Wood Works LLC	1539	Air Filtration Unit & Curtain Surround	2,766.69
Total Fine Wood Works LLC			2,766.69
Great Plains Communications	WilcoxSite3/16/20	Wilcox Site Phone	344.49
Total Great Plains Communications			344.49
LORDAR, Inc	33756	Remote Support	54.00
Total LORDAR, Inc			54.00
Loup Valley Lighting Inc	20-14161	Hildreth Site Light Bulbs	241.85
Total Loup Valley Lighting Inc			241.85
Menards - Kearney	98071	Trans. Cleaning Supplies	15.98
Total Menards - Kearney			15.98
Navratil, Ken	Rule10ExternalVisit	Rule 10 Visit 3/11/20	425.00
Total Navratil, Ken			425.00
Nebraska Central Equipment Inc	0162435-IN	Glass	43.88
Total Nebraska Central Equipment Inc			43.88
Presto-X Company	5985266	Monthly Pest Control	62.00
Total Presto-X Company			62.00
Town & Country Service	17891	2007 Chev. Truck #15 Tires	707.96
Town & Country Service	17892	2014 Blue Bird #19 Tires	664.98
Total Town & Country Service			1,372.94
Verizon Wireless	9850423536	Cell Phone	30.87
Total Verizon Wireless			30.87
Wil-Hil Activity Account	FCS/Hotdogs	Hotdogs for Communities for Kids Event	18.75
Total Wil-Hil Activity Account			18.75
Wilcox Fire Department	101	CPR & AED Training	1,050.00
Total Wilcox Fire Department			1,050.00
Fund Number 01			6,919.26
Checking Account ID 1			6,919.26

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

This Agreement is made by and between Wilcox-Hildreth Public Schools, (Kearney County School District 50-0001), 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.

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;

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.

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 Distroct;

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;

b. The District will pay the Employee $_____ per day during the closure;

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;

d. The District will provide paid leave at _____% of the Employee's average weekly earnings during the 2019-2020 school year;

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.

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.