

EMERGENCY BOARD MEETING

Tuesday, March 17, 2020 4:00 PM

HS CONFERENCE ROOM

705 N 9th St

Arlington, Nebraska 68002

1. Emergency Meeting Called to Order and Roll Call
  1. Pledge of Allegiance
2. Agenda Item(s)
  1. Discuss, Consider, and Take Necessary Action on Return to Work Agreement with Non-Certificated Staff
  2. Discuss, Consider, and Take Action on Negotiated Agreement Addendum for the 2019-2020 Contract Year.
  3. Discuss, Consider, and Approve Adjusted Work Hours for Certificated Staff for the Duration of Closure to Students.
  4. Discuss and Consider Extended School Calendar due to Closure.
3. Action on Agenda Item(s)
4. 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 COVID-19 infection are strongly encouraged to stay home and seek medical attention and testing for COVID-19 immediately.
2. Employees who test positive for COVID-19 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 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 COVID-19.
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

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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 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.

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

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\_\_\_\_\_ Public Schools

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

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President, Board of Education