

Ainsworth Community Schools
Board of Education
Special Board Meeting
District Office
March 23, 2020 - 2:00 PM

AGENDA

The Mission of Ainsworth Community Schools is to provide a safe environment in which students acquire the knowledge, skills and attitudes necessary to be successful individuals in an ever-changing world.

In accordance with the Nebraska Open Meetings Act 84-1407-14 the Open Meetings Act is posted on the south wall of the District Office Board Meeting Room.

{{Name: Agenda Item Name}} {{AgendaItemEnd}}

The Board reserves the right to move into closed session to protect the public interest or needless injury to the reputation of an individual for any action item listed on the agenda. The Board may, at its discretion, change the order of the agenda to accommodate unforeseen issues related to an agenda item.

1. Opening Procedure, Regular Meeting of Board
 1. Call to Order, Roll Call, and Pledge of Allegiance
 2. Additions to Published Agenda, if any
 3. Welcome Extended to Visitors
 4. Community Input on any Topic: This is your opportunity to speak to any topic concerning the school district. Since it is not an agenda item the board cannot discuss or take action at this time on the matter. Future discussion can be requested as an agenda item. Thank you for your participation.
 5. Community Input on Agenda Items: This is your opportunity to speak to items on the agenda. If you are not a part of the presentation of the agenda item you need to speak now. Thank you for your participation.
2. Reports/Information to the Board
 1. Principals and Activities Director Reports, if needed
 2. Superintendent Report
3. Action Items
 1. COVID-19 Authority Resolution
 2. COVID-19 Return to Work Agreement
 3. Addendum to the Negotiated Agreement
4. Adjourn

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, and in the event the board is unable to convene, 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.

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.

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

This Agreement is made by and between Ainsworth Community Schools, (Brown County School District 09-0010), 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.

ADDENDUM TO NEGOTIATED AGREEMENT

This Addendum to Negotiated Agreement is entered into by and between the Board of Education of School District No. 09-0010 of Brown County, Nebraska, a/k/a Ainsworth Community Schools, a political subdivision of the State of Nebraska, and the Ainsworth 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 (or employee spouse/children) experiencing the COVID-19 infection who are unable to attend to their duties 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 the COVID-19 contagious or infectious disease condition. In order to be granted paid medical leave, the employee must produce verification from their medical provider stating they are unable to attend to their duties specifically due to COVID-19 infection or a probable infection as determined by the employees medical provider.
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 March, 2020.

Education Association

School District No. _____
of _____ County,
Nebraska, a/k/a _____
_____ Public Schools

By: _____
President

By: _____
President, Board of Education