

**MULLEN BOARD OF EDUCATION**  
**March 20, 2020**  
**Special Board Meeting Agenda**  
**11:00 AM**

1. Call to order, roll call, and excuse board member absences.  
**Speaker(s):** President Bryan Starr
2. Approval of the Agenda.
3. Discuss, consider and take all necessary action to approve COVID-19 Resolution
4. Discuss, consider and take all necessary action to approve the COVID-19 Leave for staff not covered by the collective bargaining agreement.
5. Discuss, consider and take all necessary action to approve to approve Return to Work Agreement in Exchange for Leave During the COVID-19 Closure.
6. Adjournment

The Mullen Board of Education reserves the right to go into Closed Session for purposes in accordance with LB 84-1410(1)

## **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.

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 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.

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Superintendent

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Date

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

This Agreement is made by and between Mullen Public Schools, (Hooker 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 full time employment that would hinder their ability to perform their signed job description;
  - c.** The Employee agrees to return and perform all duties for the District for a period of at least six (6) months of school while in session, 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 25 additional days of paid leave at the Employee's regular rate and average weekly 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]
  - c.** If applicable work becomes available, the district may require employee to perform duties at that time. If reporting to hourly work, employee will receive 100% of their normal wages.
- 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 while school is in session, the Employee agrees that the Employer may deduct from the Employee's pay any amounts paid pursuant to this Agreement. If school is closed for the remainder of the 2019-2020 school year and you do not return to work in the Fall of 2020, you will be subject to repayment of all wages received during the 2020 COVID-19 closure unless you are retiring or your position is not renewed.
- 6. Other Applicable Leave.** Prior to allowing use of additional days according to the Return to Work Agreement, employees must exhaust all paid time off, sick leave, personal leave, and vacation leave. That leave will be paid at the employee's regular rate. 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 to 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**

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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; [would NOT be treated as creditable service with NPERS]
  - b. The District will provide paid leave at 67% 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]
  - c. If applicable work becomes available, the district could require you to perform duties at that time. If reporting to school to work, you will receive 100% of your normal wages.
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.

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  - 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.

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\_\_\_\_\_  
Employee

\_\_\_\_\_  
Superintendent

Executed on \_\_\_\_\_, 2020.

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