

## **Cozad Community Schools**

### **Board of Education Special Meeting**

**Friday, March 20, 2020 12:00 PM**

#### **Office of the Superintendent**

Mission: The mission of Cozad Community Schools is to prepare students to be lifelong learners and productive, responsible citizens by providing a quality education in cooperation with family and community.

Values - Guiding Principles

Respect - Trust, appreciate, celebrate, value, act with urgency

Integrity - Do the right thing, deliver highest quality instruction and practice full accountability

Teamwork - Teamwork at all levels districtwide, recognize and celebrate, have fun and enjoy

Innovation - Positive attitude, open to new ideas,

Courage - Embrace change and take calculated risk, encourage others, communicate directly with respect

#### **1. BOARD OF EDUCATION SPECIAL MEETING 12:00 P.M.**

##### **1. Call to Order, Roll Call**

##### **2. Nebraska Open Meeting Law, Publication of Meeting**

This meeting has been preceded by advance notice and is hereby declared to be in open session. A current copy of the Nebraska Open Meetings Act is posted on the N.E. wall of the meeting room.

Notice of this meeting was given in advance by publication in the Tri-City Tribune and posted on the Cozad Community Schools website and at the District Office. Notice of this meeting was also given in advance to all members of the Board of Education.

##### **3. Excused/Unexcused Board Member Absence**

#### **2. CLASSIFIED STAFF EMPLOYMENT STATUS**

Decide on duration of paying classified (Return to work Contract).

Choose between Option 1 and Option 2

3. **AUTHORITY TO SUSPEND CANCEL OR RESCHEDULE CERTAIN EVENTS**

Examples: Prom, Graduation and Field Trips

4. **AUTHORITY TO PAY NON DISCRETIONARY CLAIMS**

Incase we cannot meet

5. **SCHOOL CLOSURE**

Announce indefinite school closure.

6. **EXECUTIVE SESSION**

7. **AGENDA SETTING AND FUTURE MEETINGS**

April 13, 2020: Board of Education Regular Meeting, 7pm

April 30, 2020: Brain Science Workshop, Grand Island- CANCELLED

8. **ADJOURNMENT**

\* **Closed Session:** If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Nebraska Open Meetings Law.

\*\***Sequence of Agenda:** The sequence of agenda topics is subject to change at the discretion of the board. Please arrive at the beginning of the meeting.

\*\*\***Action Item:** The board reserves the right to take action on any item on the board agenda.

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

This Agreement is made by and between Cozad Public Schools, (Dawson County School District 24-0011), 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 will be available and will report to work during the closure, and agrees to work any duties assigned to them during the closure, at any times they would otherwise be expected to be performing their duties outside of the closure, or at any times assigned by the Superintendent during the closure;

d. 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 will provide full paid leave at the Employee's regular rate and expected hours, but not for any regular overtime, during the school's 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 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 our school closure (March 17-March 31); 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.

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Employee

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

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Superintendent

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

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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.** In exchange for the benefits provided to the Employee by this Agreement, the Employee will continue to be available for services throughout the conclusion of the 2019-20 contract year, even in the event the District faces a closure.
- 3. Payments During Closure.** In exchange for the Employee's promises in this Agreement, the District agrees to 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 is not available to perform services upon request at any time the Employee would regularly be expected to

perform his or her duties, 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 or Board President

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

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

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, 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.

Approved on \_\_\_\_\_, 2020.

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\_\_\_\_\_  
Employee

\_\_\_\_\_  
Superintendent or Board President

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

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