

STERLING PUBLIC SCHOOL DISTRICT #33, JOHNSON COUNTY

Board of Education Special Meeting  
Monday, March 30, 2020 7:00 PM  
School Gym  
250 Main Street  
Sterling, NE 68443

- A. Call Meeting to Order
- B. Recognize Nebraska Open Meetings Law
- C. Publication of Meeting
- D. Roll Call
- E. Pledge of Allegiance
- F. Public Comment
- G. Action Items
  - 1. Approve .5 Art Teacher for 2020-2021
  - 2. Approve Business Teacher and Head Volleyball Coaching Position for 2020-2021
  - 3. Approve Amendments to the 2020-2021 Negotiated Agreement
  - 4. Approve the Resolution to the Johnson County Board of Commissioners
- H. Discussion Items:
  - 1. District's Education Plan
  - 2. Graduation Ceremony
  - 3. School Policies Review & Discussion
- I. Closed Session
- J. Adjourn

## TEACHER'S CONTRACT

THIS CONTRACT made by and between the School District of Sterling Public Schools, No. 33 in the County of Johnson, in the State of Nebraska, hereinafter referred to as "District" and **Jessica Dolan**, a legally qualified teacher, hereinafter referred to as "Teacher."

WITNESSETH: That the Board of Education of the district hereby agrees to employ Teacher above named in the schools of the district for a school year, which shall begin on or about **August 10, 2020**, and end on or about **May 20, 2021**, and shall consist of 185 days of service. Teacher hereby agrees to accept such employment at a salary based upon placement on **Step 3 B.A. Column, at least 0.5 FTE.**

**FIRST:** The salary of the Teacher shall be payable in 12 equal installments. The first installment shall be payable on the 20<sup>th</sup> day of September, and the remaining installments shall be payable on the 20<sup>th</sup> day of each month thereafter.

**SECOND:** The Teacher hereby agrees to be governed by the policies of the Board of Education of the District and that the teaching duties to be performed by him/her under this contract shall be subject to assignment of the Superintendent of the District with the approval of the Board of Education of the District; and further agrees to devote full time, during days of school to his/her position in all respects, to diligently and faithfully perform the assigned duties as Teacher to the best of his/her professional ability.

**THIRD:** In addition to the teaching duties set forth herein, the teacher may be assigned such "extra duty" assignments which shall be for such compensation as may be agreed upon by the District and Teacher or by Teacher's duly authorized bargaining agent.

**FOURTH:** This contract may be cancelled or amended by a majority of the members of the school board during the school year for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of the teacher's certificate by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) for any reason set forth in this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality, or (i) physical or mental incapacity. Cancellation or amendment under this contract shall be governed by the provisions of 79-827 (Reissue 1996).

**FIFTH:** That upon termination of this contract for just cause, or upon the release of the Teacher from this contract, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to the number of days of service established in this contract. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Teacher.

**SIXTH:** There shall be no penalty for release or resignation by the Teacher from this contract; provided no resignation shall become effective until the close of the school year unless accepted by the Board of Education of the district and the Board shall fix the time at which the resignation is to take effect.

**SEVENTH:** This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, Social Security and teacher's retirement. Other deductions may be withheld as agreed to by the parties to this contract.

**EIGHTH:** The Teacher hereby affirms that he/she is not under contract with another School Board or Board of Education within this state covering a part of all of the same time of performance as is contemplated by this agreement. The Teacher further affirms that at the beginning of the term of this contract and throughout the term of this contract he/she holds or will hold a valid Nebraska Teaching Certificate. It is understood and agreed that this contract is not valid until the teacher's certificate, as

herein listed, is registered in the office of the Superintendent of schools and that the Teacher shall not be compensated for any services performed prior to the date of registration of this certificate.

NINTH: Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may, from time to time, be mutually agreed upon by and between the board and teachers or a duly recognized collective bargaining agent for said teachers and said agreement, when reduced to writing and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

TENTH: Hereafter, this contract may be continued by a separate, annual written "Renewal Agreement" which shall incorporate all the provisions hereof by reference, except as stated on such Renewal Agreement. Renewal Agreements or renewal contracts must be executed by the Teacher and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District. Said Renewal Agreement or renewal contract shall not be offered to the Teacher prior to March 1<sup>st</sup>. Contract renewal, amendment, termination or cancellation shall also be subject to the requirements of Neb. Rev. Stat. 79-828 through 79-831 (Reissue 1996) and any other applicable state statutes.

ELEVENTH: The failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the district on or before **April 1, 2020**, shall constitutes a rejection by the Teacher of the offer of employment.

TWELFTH: Other Contract Terms:

Date Executed \_\_\_\_\_

\_\_\_\_\_  
Teacher

School District of Sterling Public Schools No. 33. County of Johnson

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

Date Executed \_\_\_\_\_

## TEACHER'S CONTRACT

THIS CONTRACT made by and between the School District of Sterling Public Schools, No. 33 in the County of Johnson, in the State of Nebraska, hereinafter referred to as "District" and **Shawna Paitz**, a legally qualified teacher, hereinafter referred to as "Teacher."

WITNESSETH: That the Board of Education of the district hereby agrees to employ Teacher above named in the schools of the district for a school year, which shall begin on or about **August 10, 2020**, and end on or about **May 20, 2021**, and shall consist of 185 days of service. Teacher hereby agrees to accept such employment at a salary based upon placement on **Step 1 B.A. Column, 1.0 FTE**.

**FIRST:** The salary of the Teacher shall be payable in 12 equal installments. The first installment shall be payable on the 20<sup>th</sup> day of September, and the remaining installments shall be payable on the 20<sup>th</sup> day of each month thereafter.

**SECOND:** The Teacher hereby agrees to be governed by the policies of the Board of Education of the District and that the teaching duties to be performed by him/her under this contract shall be subject to assignment of the Superintendent of the District with the approval of the Board of Education of the District; and further agrees to devote full time, during days of school to his/her position in all respects, to diligently and faithfully perform the assigned duties as Teacher to the best of his/her professional ability.

**THIRD:** In addition to the teaching duties set forth herein, the teacher may be assigned such "extra duty" assignments which shall be for such compensation as may be agreed upon by the District and Teacher or by Teacher's duly authorized bargaining agent.

**FOURTH:** This contract may be cancelled or amended by a majority of the members of the school board during the school year for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of the teacher's certificate by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) for any reason set forth in this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality, or (i) physical or mental incapacity. Cancellation or amendment under this contract shall be governed by the provisions of 79-827 (Reissue 1996).

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**EIGHTH:** The Teacher hereby affirms that he/she is not under contract with another School Board or Board of Education within this state covering a part of all of the same time of performance as is contemplated by this agreement. The Teacher further affirms that at the beginning of the term of this contract and throughout the term of this contract he/she holds or will hold a valid Nebraska Teaching Certificate. It is understood and agreed that this contract is not valid until the teacher's certificate, as

herein listed, is registered in the office of the Superintendent of schools and that the Teacher shall not be compensated for any services performed prior to the date of registration of this certificate.

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TENTH: Hereafter, this contract may be continued by a separate, annual written "Renewal Agreement" which shall incorporate all the provisions hereof by reference, except as stated on such Renewal Agreement. Renewal Agreements or renewal contracts must be executed by the Teacher and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District. Said Renewal Agreement or renewal contract shall not be offered to the Teacher prior to March 1<sup>st</sup>. Contract renewal, amendment, termination or cancellation shall also be subject to the requirements of Neb. Rev. Stat. 79-828 through 79-831 (Reissue 1996) and any other applicable state statutes.

ELEVENTH: The failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the district on or before **April 11002100, 2020**, shall constitutes a rejection by the Teacher of the offer of employment.

TWELFTH: Other Contract Terms:

Date Executed \_\_\_\_\_

\_\_\_\_\_  
Teacher

School District of Sterling Public Schools No. 33. County of Johnson

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

Date Executed \_\_\_\_\_

**APPENDIX B EXTRA DUTY SCHEDULE  
2020-2021 BASE SALARY \$36,900**

**VARSITY COACHES: FB, VB, BBB, GBB\*\***

**Co-Head Varsity Coach**

Year 1	10.5%
Year 2	11.0%
Year 3	11.5%
Year 4	12.5%
Year 5+	13.5%
**When there is no assistant coach the head coach will be paid 3% more of the base salary	

**ASSISTANT HS COACHES: FB, VB, BBB, GBB,  
TR**

Year 1	6.0%
Year 2	6.5%
Year 3	7.0%
Year 4	7.5%
Year 5	8.0%

**VARSITY TRACK ( 1 Head Coach)**

Year 1	14.0%
Year 2	14.5%
Year 3	15.0%
Year 4	16.0%
Year 5	17.0%

**JUNIOR HIGH COACHES**

FOOTBALL	2.5%
FOOTBALL with COOP	5.0%
ASSISTANT FOOTBALL with COOP	2.5%
VOLLEYBALL	2.5%
BOYS BASKETBALL	2.5%
GIRLS BASKETBALL	2.5%
BOYS TRACK	2.5%
GIRLS TRACK	2.5%

**CLASS SPONSORS\***

Grade 9	.25%
Grade 10	.25%
Grade 11 x 2	1.25%
Grade 12	2.5%

**CLUBS & ORGANIZATIONS\***

MUSIC DIRECTOR	11.0%
PLAY DIRECTOR	1.5%
SPEECH/DRAMA	2.5%
HS QUIZ BOWL	.75%
JR HIGH QUIZ BOWL	.75%
STUDENT COUNCIL	1.0%
SKILLS	3.5%
JR HIGH SKILLS	1.5%
FBLA	3.5%
FFA	3.5%
NATIONAL HONOR SOCIETY	1.0%
TEAMMATES BOARD PRES	.5%
TEAMMATES SPONSOR	3.0%
HOMECOMING	1.0%
WEIGHT LIFTING SPONSOR	4.0%

\*If Multiple Sponsors, the total % will be split.

**DIRECTORS**

ASSISTANT ACTIVITIES DIRECTOR	12.0%
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PROPOSED AMENDMENT TO SEA MASTER TEACHER AGREEMENT, EFFECTIVE JULY 1, 2020

For teachers who enroll in the Employee only health insurance category or the employee only HSA plan and who are employed 50% or more FTE, the District will pay the entire Employee only health insurance premium for 12 months. For teachers who enroll in the Employee & Children, Employee & Spouse, or Employee & Spouse & Children health insurance categories and who are employed less than 1.0 FTE, the District will pay a percentage of the respective monthly premium based upon the teacher's percentage of FTE.

The District agrees to pay, on behalf of teachers employed at least 50% FTE, 12 monthly option 2 dental insurance premiums.

**RESOLUTION OF THE BOARD OF EDUCATION OF JOHNSON COUNTY SCHOOL DISTRICT 33  
A/K/A STERLING PUBLIC SCHOOLS REGARDING COVID-19 (ALSO KNOWN AS THE  
CORONAVIRUS) GLOBAL PANDEMIC AND EPIDEMIC SICKNESS**

**BE IT RESOLVED THAT:**

WHEREAS, the COVID-19 (also known as the coronavirus) global pandemic and epidemic sickness has already had a substantial disruptive effect on Nebraska school districts; and

WHEREAS, the ongoing COVID-19 pandemic and epidemic sickness will likely continue to substantially disrupt Nebraska school districts; and,

WHEREAS, on March 13, 2020, President Trump declared a national emergency because of the COVID-19 epidemic; and,

WHEREAS, on March 13, 2020, Governor Ricketts declared a state emergency because of the COVID-19 epidemic; and,

WHEREAS, the Johnson County Board of Commissioners have issued a proclamation declaring a state of emergency in Johnson County, Nebraska as a result of the ongoing COVID-19 pandemic and epidemic sickness for a duration that is undermined, and,

WHEREAS, Johnson County Emergency Management Director Amanda Burki has issued a proclamation to Johnson County School District 33, a/k/a Sterling Public Schools under the provisions of Neb. Rev. Stat. § 81-829.51 finding and determining that a state of emergency exists as a result of the ongoing COVID-19 pandemic and epidemic sickness for an undetermined period; and,

WHEREAS, the Nebraska Commissioner of Education and the Nebraska State Board of Education has the legal authority to waive, suspend, delay, alter or otherwise forego implementing, enforcing and interpreting certain statutory and regulatory requirements for school districts in Nebraska; and,

WHEREAS, Sterling Public Schools will by law be required to provide educational services to the children residing or electing education in such school district for the balance of 2019-2020 school year; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 81-529.51, and other applicable laws, before any expenditures, contract, or obligation is undertaken it shall be approved by a vote of the governing body of such local government, here the Board of Education of Sterling Public Schools, and,

NOW, THEREFORE, on the basis of the foregoing facts, the Board of Education of Johnson County School District 33, a/k/a Sterling Public Schools, should and does hereby declare that an emergency exists due to the COVID-19 pandemic and epidemic sickness to continue in effect until the state and federal government determines that a state of emergency no longer exists due to the COVID 19 pandemic, and the Board of Education further should and does hereby authorize the Superintendent of Schools, or designee, to:

1. Make emergency expenditures, enter into contracts, and incur obligations for emergency management purposes regardless of existing statutory limitations and requirements pertaining to appropriation, budgeting, levies, or the manner of entering into contracts in excess of or in violation of existing statutory limitations or requirements,.
2. Make adjustments to the school calendar for the 2019-2020 school year to meet statutory requirements for hours of instruction in the elementary and secondary grades due to the loss of instructional days.; and,
3. Make adjustments to work schedules and related compensation and benefits for full-time and part time certificated employees under the 2019-2020 contract year, and educational support personnel, both nine (9) month and 12 month employees, due to the emergency conditions engendered by the ongoing COVID-19 pandemic and epidemic sickness, including but not limited to assignment that provide for non-exempt education support employees

to be on call during all work regular hours and be paid hourly wages and benefits therefore, and determines and directs that non-exempt educational support staff (clerical staff, custodial staff, bus drivers, para-educators, food services personnel and the like) that are paid on an hourly basis, and lose work hours as result of school closure or other disruption of the regular work schedule for such employees as a result of the COVID-19 pandemic and epidemic sickness shall be paid their wages and benefits for their regularly scheduled work hours for such days; such hours to be shown on each educational support staff member's time card as "COVID 19 Virus Leave" for a period not to exceed contracted work days.

The above Resolution having been read in its entirety, Member \_\_\_\_\_ moved for its passage and adoption, Member \_\_\_\_\_ seconded the same. After discussion and on roll call vote, the following members voted in favor of the passage and adoption of the above Resolution:

\_\_\_\_\_  
\_\_\_\_\_

The following members voted against the same: \_\_\_\_\_

\_\_\_\_\_

The following members were absent or not voting: \_\_\_\_\_

The above Resolution having been consented to by more than a majority of the members of the School Board of this School District was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

DATED this 30TH day of March, 2020.

JOHNSON COUNTY SCHOOL DISTRICT 33, A/K/A  
STERLING PUBLIC SCHOOLS

BY: \_\_\_\_\_  
President

ATTEST: \_\_\_\_\_  
Secretary