

MINUTES OF THE REGULAR MEETING OF THE BOARD OF
EDUCATION, SCHOOL DISTRICT #22, CASS COUNTY,
WEEPING WATER, NEBRASKA
March 20, 2020

President Adam DeMike called the meeting to order at 5:30 PM in the Weeping Water Public School Conference Room.

Board members attendance at roll call were **Present:** Jason Brack, Haley Dehne, Adam DeMike, Shawn Hammons, Brandon Nash, Mark Rathe.

Respectfully submitted,

Board Secretary

1. AGENDA

Present: Jason Brack, Haley Dehne, Adam DeMike, Shawn Hammons, Brandon Nash, Mark Rathe.

a. Call the meeting to order

b. Roll Call

Also present were Superintendent Kevin Reiman, Secondary Principal Dr. Tiffanie Welte, Elementary Principal Bristol Wenzl, Asst. Principal/AD Mike Barrett.

c. Acknowledgement of Nebraska Open Meetings Act posted

President Jason Brack acknowledged the posting of the Nebraska Meetings Act.

d. Excuse absent board members

e. Verify meeting publication

Brandon Nash moved to approve the meeting publication Jason Brack seconded the motion.

Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Shawn Hammons: Yea, Brandon Nash: Yea, Mark Rathe: Yea

Yea: 6, Nay: 0

f. Approval of consent agenda

Haley Dehne moved to approve the consent agenda, which includes the minutes of the last regular meeting. Brandon Nash seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Shawn Hammons: Yea, Brandon Nash: Yea, Mark Rathe: Yea

Yea: 6, Nay: 0

2. Visitors/Open Forum and staff and program presentations

3. Action Items

- a. Discuss, consider, and take all necessary action to approve a resolution generally authorizing superintendent action in light of school closure

Brandon Nash moved to approve a resolution generally authorizing superintendent action in light of school closure Haley Dehne seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Shawn Hammons: Yea, Brandon Nash: Yea, Mark Rathe: Yea
Yea: 6, Nay: 0

- b. Discuss, consider, and take all necessary action to approve terms of employment for classified staff members during school closure

Mark Rathe moved to approve additional classified staff sick leave for absences related to COVID-19 as outlined in the attached document Jason Brack seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Shawn Hammons: Yea, Brandon Nash: Yea, Mark Rathe: Yea
Yea: 6, Nay: 0

- c. Discuss, consider, and take all necessary action to approve terms of employment for classified staff members during school closure

Haley Dehne moved to authorize the superintendent to offer return to work agreements with classified staff. Jason Brack seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Shawn Hammons: Yea, Brandon Nash: Yea, Mark Rathe: Yea
Yea: 6, Nay: 0

- d. Discuss, consider and take all necessary action to approve terms of employment for certificated non-teaching staff members during school closure

Jason Brack moved to approve additional certificated non-teaching staff members staff sick leave for absences related to COVID-19 as outline in the attached document Haley Dehne seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Shawn Hammons: Yea, Brandon Nash: Yea, Mark Rathe: Yea
Yea: 6, Nay: 0

- e. Discuss, consider and take all necessary action to approve terms of employment for certificated non-teaching staff members during school closure

Jason Brack moved to authorize the superintendent to offer return to work agreements with certificated non-teaching staff Brandon Nash seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Shawn Hammons: Yea, Brandon Nash: Yea, Mark Rathe: Yea
Yea: 6, Nay: 0

Haley Dehne moved to authorize the superintendent to offer return to work agreements with certificated non-teaching staff Brandon Nash seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Shawn Hammons: Yea, Brandon Nash: Yea, Mark Rathe: Yea
Yea: 6, Nay: 0

Brandon Nash moved to authorize the superintendent to offer return to work agreements with certificated non-teaching staff Mark Rathe seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Shawn Hammons: Yea, Brandon Nash: Yea, Mark Rathe: Yea
Yea: 6, Nay: 0

- f. Discuss, consider, and take all necessary action to approve the addendum to the negotiated agreement to provide for additional sick leave for members of the bargaining unit.

Haley Dehne moved to authorize the amendment of the Negotiated Agreement between the Weeping Water Board of Education and the Weeping Water Education Association pursuant to the terms in the attached document Brandon Nash seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Shawn Hammons: Yea, Brandon Nash: Yea, Mark Rathe: Yea
Yea: 6, Nay: 0

- g. Discuss, consider, and take all necessary action to restrict access to the school building during school closure and COVID-19 health emergency

Mark Rathe moved to restrict access to school facilities effective March 23 to essential personnel only and grant the superintendent authority to reopen facilities once the school district receives notification from the Nebraska Commissioner of Education that COVID-19 transmission no longer poses a public health risk to the school district' population Brandon Nash seconded the motion. Motion Passed

Jason Brack: Yea, Haley Dehne: Yea, Adam DeMike: Yea, Shawn Hammons: Yea, Brandon Nash: Yea, Mark Rathe: Yea
Yea: 6, Nay: 0

4. Executive Session

5. Adjournment

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, 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.

**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.

Superintendent

Date

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

This Agreement is made by and between Weeping Water Public Schools, (Cass County School District #22), 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.

- 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 full paid leave at the Employee's regular rate and expected hours, but not for any regular overtime, during the March 17-31 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 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

Executed on _____, 2020.

Superintendent

Executed on _____, 2020.

COVID-19 LEAVE FOR CERTIFICATED 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 that creates the terms and conditions of your employment as an administrator or other non-teaching certificated staff member. This document will serve as an addendum to your contract.

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.

Superintendent

Date

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

This Agreement is made by and between Weeping Water Public Schools, (Cass County School District 22), 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.** 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 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 full paid leave at the Employee's regular rate and expected hours, but not for any regular overtime, during the COVID-19 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.
- 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. 22 of Cass County, Nebraska, a/k/a Weeping Water Public Schools, a political subdivision of the State of Nebraska, and the Weeping Water 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 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.

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's population.

Dated this _____ day of _____, 2020.

_____ Education Association

_____ School District

By: _____
President

By: _____
President, Board of Education

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
Directed Health Measure Order 2020-001

Pursuant to Neb. Rev. Stat. §§ 71-502 and 81-601 and Title 173 Neb. Admin. Code Ch. 6 the Nebraska Department of Health and Human Services (“Department”) may exercise its authority to order Directed Health Measures necessary to prevent the spread of communicable disease, illness, or poisoning. The objectives of this order are to reduce morbidity and mortality; minimize disease transmission; protect healthcare personnel and preserve healthcare system functioning.

Having reviewed information from the United States Department of Health and Human Services Centers for Disease Control and Prevention (“CDC”), local public health departments, treating health care providers and health care facilities, and other public health, security, and law enforcement authorities; having consulted with medical and communicable disease control personnel of the Department; and having considered directives and guidelines issued by the CDC and other public health authorities, the Director finds as follows:

That a member or members of the public have been exposed to a communicable disease, illness or poisoning, COVID-19; there are now two confirmed cases of “community spread” or “community transmission” of COVID-19 in the areas subject to this Directed Health Measure.

That multiple areas of the United States are experiencing “community spread” of the virus that causes COVID-19. Community spread, defined as the transmission of an illness for which the source is unknown, means that isolation of persons traveling from known areas of infection is no longer enough to control spread.

That exposure presents a risk of death or serious long-term disabilities to any person; the exposure is wide-spread and poses a significant risk of harm to people in the general population; there is a particular subset of the population that is more vulnerable to the threat and thus at increased risk; and the threat is from a novel infectious disease.

That the immediate implementation of the following Directed Health Measures is necessary as members of the public continue to gather in large numbers, in close proximity to each other, and in enclosed spaces, thereby endangering the health of themselves and the public.

That the goals of the following Directed Health Measures are to minimize in-person interaction, which is the main means of transmission of COVID-19.

Gatherings, restaurants, and bars increase and encourage talking, touching, and other social interaction in environments with a multitude of hard surfaces.

That a delay in the imposition of an effective Directed Health Measure would significantly jeopardize the ability to prevent or limit the transmission of COVID-19 or pose unacceptable risks to any person or persons.

That the following Directed Health Measures have been identified as effective against public health threats by the CDC and other similar public health authorities to effectively prevent, limit, or slow the spread of COVID-19.

The following Directed Health Measures are hereby ordered for Cass, Douglas, Sarpy, and Washington counties, effective immediately and continuing until April 30, 2020, unless renewed, extended, or terminated by subsequent order, and all persons are ordered to comply; provided, this Order does not supersede the provisions of the March 18, 2020 Order issued by Douglas County Nebraska:

Gatherings are hereby prohibited;

A gathering is defined as any event or convening that brings together more than ten (10) patrons, customers or other invitees, excluding staff, in a single room or single space at the same time, including but not limited to, a school, daycare facility (including in-home facilities), gymnasium, salon, fitness center, auditorium, stadium, arena, large event conference room, meeting hall, theater, library, or any other confined indoor or outdoor space. This also includes weddings and funerals, as well as parades, fairs, festivals, concerts and other indoor and outdoor events.

For the purpose of clarity, a gathering does not include normal operations at airports, bus and train stations, health care facilities (as defined in the Health Care Facility Licensure Act NEB. REV. STAT. §§ 71-401 to 71-475), shopping malls and centers, or other spaces where ten or more persons may be in transit. It also does not include typical office environments, factories, or retail or grocery stores where large numbers of people are present but it is typically unusual for them to be within six feet of one another. It also does not include events at which members of the media may need to be present, courts of law, public utilities, critical state, county, and city operations, election offices and polling places on election day, logistics/distribution centers, or family residences housing ten or more people. However these settings are directed to use heightened, diligent and effective disinfection of exposed surfaces meeting the directions of the Nebraska

Department of Health and Human Services, Centers for Disease Control and Prevention and the Environmental Protection Agency.

Liquor, beer, and wine sales are restricted to carry-out sales and delivery only, to the extent permitted by law. No onsite consumption is permitted. This includes bars, taverns, and private clubs, regardless of name or characterization.

Food and beverage sales at restaurants, bars, taverns, private clubs, and any dine-in establishments are restricted to carry-out, drive-thru, and delivery only. This does not apply to and/or exempts food service in health care facilities.

Lines for carry-out and drive-thrus in the above-referenced establishments must have an environment where patrons and staff maintain social distancing (a distance of six feet away from other persons) whenever possible.

This Order will remain in effect no longer than necessary to ensure that individuals or groups affected by COVID-19 no longer pose a public health threat.

Failure to comply with this Order will result in legal action for enforcement by civil and/or criminal remedies.

In the event of noncompliance with the terms of this Order, law enforcement and other Municipal and Local Public Health Department personnel will be required to aid the Department in enforcement of the Order, pursuant to 173 NAC 6 and NEB. REV. STAT. § 71-502.

Any person subject to this Order may request a contested case hearing to contest the validity of the Order. A request can be made to the DHHS Hearing Office by fax at 402-742-2376 or requested by phone at 402-471-7237.

Upon request, the Department will schedule a hearing to be held as soon as reasonably possible under the circumstances. Unless requested otherwise, the hearing will be scheduled no sooner than three days after the request is received by the Department. The hearing will be conducted in accord with the Department's rules of practice and procedure adopted pursuant to the Administrative Procedure Act.

The parties to the hearing will be limited to the Department and requesting party unless one or more additional persons have requested contested case hearings on substantially identical issues; the interests of administrative economy require that the matters be


consolidated; and no party would be prejudiced by consolidation, in which case notice of the consolidation will issue.

A party may be represented by counsel at the party's own expense, or may appear *pro se* if a natural person.

Reasonable prior notice of the time and place for hearing will be given. The hearing may be conducted in whole or in part by telephone.

The purpose of the hearing is to determine if the factual bases for the Order exist and the reasonableness of the ordered measures. The Director may affirm, reverse or modify the Order by a written Findings of Fact, Conclusions of Law, and Order to be issued as soon as reasonably possible after the hearing.

For the Nebraska Department of Health and Human Services:



Gary Anthone, MD
Chief Medical Officer/Director of Public Health

3-19-20
Date

Pursuant to Title 173 Neb. Admin. Code. Ch. 6, 007.02, this Order has been provided to and shall be disseminated through mass media.