

Board of Education Emergency Meeting  
Monday, March 16, 2020 7:00 PM  
Library--Superior High School, Superior, NE  
PO Box 288  
Superior, NE 68978

1. Routine Business
  1. Call Meeting to Order
  2. Pledge of Allegiance
  3. Roll Call
  4. Excuse Absent Board Member(s)
  5. Approval of Agenda
  6. Review of State matrix for potential school closing
  7. Overview of educational delivery model during closure based on a particular time frame
  8. Activities at the school during closure
  9. Food Service and meals during closure
  10. Negotiated agreement addendum for certified staff
  11. Classified leave and pay during closure for COVID-19
  12. Discussion-COVID-19 Resolutions
2. Adjournment

## Novel Coronavirus: Events, Public Gatherings, and Schools Guidance

### Background:

Coronavirus disease 2019 (COVID-19) is a respiratory disease caused by a new virus strain that can spread from person to person, causing severe illness including pneumonia in some people.

Symptoms can appear 2 to 14 days after exposure to the virus. The most common symptoms reported are:

*Fever*



*Cough*



*Shortness of breath or difficulty breathing*



### Purpose of Guidance:

The purpose of the document is to provide recommendations and guidance for events and public gatherings to help limit people's exposure to COVID-19 to protect people attending and working the event as well as the community. These recommendations are intended for organizers and staff responsible for planning events with a large number of people in attendance (more than 250 people). Additional guidance is provided for school closures. This guidance is not intended to close office buildings or workplaces with 250 or more people.

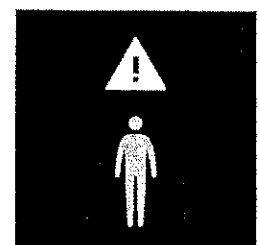
*Events include concerts, festivals, conferences, worship services, sporting events, and other such events.*

One critically important way to slow the spread of respiratory viral infections, like COVID-19, is to reduce close contact (increasing social distancing).

Nebraska DHHS outlines two (2) scenarios that should be considered by event organizers and communities, as well as, closure guidance for schools.

Community transmission (i.e. where we cannot identify a direct link to a case) triggers for closure by community size or region:

- For Omaha: 2 cases of community transmission
- For Lincoln: 1-2 cases of community transmission
- For other Nebraska communities and Nebraska's Education Service Units (ESUs): 1 case of community transmission



## Before community transmission it is critical that:

- Event organizers:
  - **Limit the size of events and public gatherings (e.g. parades, theaters, sporting events, etc.) to less than 250 people.**
  - Collaborate and coordinate with community partners including the local health departments.
  - Create an emergency operations plan for how to modify, cancel, or postpone the event if community transmission begins in the community.
  - Start the event and use event communications to promote everyday preventive health messages, including:
    - ◆ Attendees and workers must stay home if they are sick.
    - ◆ Wash hands often with soap and water for at least 20 seconds.
    - ◆ When washing with soap and water is not available, use an alcohol-based hand sanitizer.
    - ◆ Cover their nose and mouth with a tissue when coughing or sneezing with a tissue then throw it away.
    - ◆ Encourage participants to minimize close contact (e.g. no hand shaking or hugging).
  - Provide prevention supplies as available. Plan to have extra supplies for attendees and workers like sinks with soap, hand sanitizers, and tissues. Promoting frequent and proper hand hygiene.
  - If workers or attendees develop symptoms, provide a designated space separated from the other attendees/workers for them to remain until they are able to go home.
  - If the event location, audience, or other major details can be modified consider:
    - ◆ Televising the event
    - ◆ Held outdoors or move to a location where people can spread out more (e.g. larger venue)
    - ◆ Teleconferences/video-conferences
    - ◆ Reducing the audience size (e.g. immediate family member attendance, limited number of tickets)
    - ◆ Spreading people out (e.g. less individuals at tables, spreading desks apart)
    - ◆ Or other ways to limit the number of people gathered in an enclosed space
    - ◆ Consider postponing an event to a later date.

*Consider creating refund policies or remote participation opportunities to further encourage staying home if they are sick or caring for the sick.*

## After community transmission has begun:

- Event organizers:
  - **Limit the size of events and public gatherings (e.g. parades, theaters, sporting events, etc.) to 20-50 people.**
  - Put your emergency operations and communications plans in action.
  - Collaborate and coordinate with community partners including the local health departments.
  - Anticipate events may need to be modified (e.g. teleconference/video-conference), canceled, or postponed.
  - Cancel events primarily for or attended by older adults and people with chronic medical conditions at higher risk for severe illness.
  - Start the event and use event communications to promote everyday preventive health messages, including:
    - ◆ Encourage attendees and workers to stay home if they are sick.  
*Consider creating refund policies or remote participation opportunities to further encourage staying home if they are sick or caring for the sick.*

- ◆ Wash hands often with soap and water for at least 20 seconds.
  - ◆ When washing with soap and water is not available, use an alcohol-based hand sanitizer.
  - ◆ Cover their nose and mouth with a tissue when coughing or sneezing with a tissue then throw it away.
  - ◆ Encourage participants to minimize close contact (e.g. recommend no hand shaking or hugging).
- Provide prevention supplies as available. Plan to have extra supplies for attendees and workers like sinks with soap, hand sanitizers, and tissues. Promoting frequent and proper hand hygiene.
  - If workers or attendees develop symptoms, provide a designated space separated from the other attendees/workers for them to remain until they are able to go home.
  - If the event location, audience or other major details can be modified consider:
    - ◆ Televising the event
    - ◆ Held outdoors or move to a location where people can spread out more (e.g. larger venue)
    - ◆ Teleconferences/video-conferences
    - ◆ Reducing the audience size (e.g. immediate family member attendance, limited number of tickets)
    - ◆ Spreading people out (e.g. less individuals at tables, spreading desks apart)
    - ◆ Or other ways to limit the number of people gathered in an enclosed space
    - ◆ Consider postponing an event to a later date.
  - Maintain a registration list of attendees and staff. This will significantly assist local public health in contact tracing in the event a COVID-19 case should later be identified as having attended the event.

● **School Closure guidance for after community transmission has begun:**

Reports suggest that school age students are not shown to be a high risk group for serious illness from COVID-19. Despite this, closures are recommended to protect family members who might be in a high risk group, the community, and minimize the spread of illness.

- It is recommended to close schools in the event community transmission has begun in your area.
  - ◆ **Schools should consider modifying attendance to classes (e.g. remote options like video-conference, recorded sessions, etc.) or cancel classes for 6-8 weeks and reevaluate reopening every 2 weeks thereafter for community transmission.**
  - ◆ Schools should modify, postpone, or cancel extracurricular events.
  - ◆ Collaborate and coordinate with community partners including the local health departments.



## ADDENDUM TO NEGOTIATED AGREEMENT

This Addendum to Negotiated Agreement is entered into by and between the Board of Education of School District No. \_\_\_\_\_ of \_\_\_\_\_ County, Nebraska, a/k/a \_\_\_\_\_ Public Schools, a political subdivision of the State of Nebraska, and the \_\_\_\_\_ 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 must first use sick leave provided by the Negotiated Agreement, including unspecified or PTO leave intended to be used for illness; if an employee has no accumulated paid sick leave or has insufficient accumulated paid sick leave to cover the absence, 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.
3. 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Education Association

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

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President, Board of Education

## ADDENDUM TO NEGOTIATED AGREEMENT

This Addendum to Negotiated Agreement is entered into by and between the Board of Education of School District No. \_\_\_\_\_ of \_\_\_\_\_ County, Nebraska, a/k/a \_\_\_\_\_ Public Schools, a political subdivision of the State of Nebraska, and the \_\_\_\_\_ 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' population.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Education Association

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

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President, Board of Education

## **Classified Staff Issues**

Unlike teachers, classified staff have no statutory right to be paid if your school is forced to close. Your district should begin considering now how it will want to treat classified staff in the event of a closure due to COVID-19. No matter what a district does, the board is likely to be subject to criticism from the community. A board that decides to be frugal and not pay its staff can be criticized for not taking care of some of its most valuable employees. A board that opts to pay classified staff could be targeted for being profligate with taxpayer dollars. That is why boards should start thinking about how they want to handle classified staff pay **now** in advance of the need to actually close school.

We have identified a range of options that boards can consider in deciding how to handle classified staff pay during a school closure:

*Option No. 1: Pay classified staff nothing if they do not work.*

Classified staff who are unable to work due to a school closure are not entitled to payment for their work under state or federal law. Even if a classified staff member is ill and had sick leave available, the school will not have to pay that staff member if the school closes.

*Option No. 2: Allow classified staff to substitute accrued sick and vacation leave or compensatory time during a school closure.*

Some school districts allow classified staff to accrue both sick and personal leave. Districts that are forced to close due to a COVID-19 outbreak may decide to allow classified staff to use their accrued paid leave during a closure. Boards of education that decide to use this option should check with their school attorneys for the wording of a resolution that would allow staff to substitute paid leave during this school closure but not during other school closures (like the holiday or summer break).

*Option No. 3: Require/allow classified staff to work limited hours during a school closure.*

Some school districts may want to require or allow critical staff to work limited hours during a school closure. School secretaries and custodians would be able to perform useful work, even if students are not in school buildings. Boards of education that decide to use this option should check with their school attorneys for the wording of a resolution that would require critical staff to come to work and that is clear about how

other classified staff such as bus drivers and paras will be treated during a school closure.

*Option No. 4: Pay all classified staff members some amount of paid leave in exchange for a “return to work agreement.”*

Many of the administrators we have conferred with want to provide some compensation to classified staff in order to ensure that they will not quit and find other work during a school closure. But these same administrators are understandably reluctant to provide classified staff with unlimited paid leave regardless of the length of the closure. In this circumstance, the district could enter into a written agreement with each classified staff member to provide some level of paid leave in exchange for that employee’s promise to return to work when the school reopens or to return the payment made during the school closure. This approach would allow the school district to retain its classified staff while avoiding legal and political issues related to giving away public resources. Boards of education that decide to use this option should check with their school attorneys for the agreements that could be used for this purpose.

*Option No. 5: Place all classified staff members on “paid leave” prior to closing the school district’s attendance centers.*

If a board of education wants to treat classified staff exactly the same way that it treats its teachers, the board could pass a resolution placing all classified staff on paid administrative leave prior to closing the district’s attendance centers. This is the most legally risky option. Political subdivisions are not permitted to simply give away public resources. The Nebraska Supreme Court has held that the state constitution prohibits one group of taxpayers from being taxed for the benefit of another group. See *e.g., Mann v. Wayne County Board of Equalization*, 186 Neb.753, 186 N.W.2d 729 (1971). Section 49-14,101 of the Political Accountability and Disclosure Act states in pertinent part:

(4) No public official or public employee shall use personnel, resources, property, or funds under that individual’s care and control, other than in accordance with prescribed constitutional, statutory, and regulatory procedures, or use such items, other than compensation provided by law, for personal financial gain.

The violation of § 49-14,101 is a Class III misdemeanor which carries a maximum penalty of a \$500 fine, or three months imprisonment, or both.

We do not believe that Nebraska school officials will be criminally prosecuted if they pay their classified staff during a school closure. We do think that a school district that wants to pay its classified staff should confer with its attorney and carefully craft any resolution that the board adopts to achieve this payment.

### **Health Insurance and Other Benefits**

As you can imagine, the way that school districts elect to compensate classified employees (or not) during a potential school closure may also affect health insurance and other benefits, including how such benefits are paid for.

For example, practically speaking, many districts pay for the entire cost of health insurance and then deduct the classified employee's portion of health insurance premiums from the classified employee's paycheck. Other school districts make health insurance coverage available to classified employees, but the employee actually pays for the health insurance through some combination of employer contributions and employee dollars. Still other districts may have other arrangements.

The extent to which a classified employee receives regular, reduced, or no compensation during a potential school closure will affect both the amount of funds available for insurance premiums as well as how such payments are actually made. It will be important for districts considering school closures to think about the practical consequences for insurance and benefits--in addition to the leave and compensation issues--when considering the appropriate way for those districts to interact with classified staff on these issues.

**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

*Requires Sick leave first*

Classified

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

This Agreement is made by and between \_\_\_\_\_ Public Schools, (\_\_\_\_\_ 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 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.



## 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.

**[OPTIONAL: AUTHORITY TO PAY STAFF OR PROVIDE ADDITIONAL LEAVE]** 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.

FOR  
Paying non-negotiated staff  
on an on-call basis.

## 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.

**[OPTIONAL: AUTHORITY TO PAY STAFF OR PROVIDE ADDITIONAL LEAVE]** 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 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.

**[OPTIONAL: AUTHORITY TO PAY STAFF OR PROVIDE ADDITIONAL LEAVE]** 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.