

Board of Education Regular Meeting
Monday, March 16, 2020 7:00 PM
High School Library
P.O. Box 8400
Ravenna, NE 68869-8400

1. Call to Order and Roll Call - Open Meeting Law
2. Excuse Absent Board Members
3. The Pledge of Allegiance
4. Recitation of School Mission Statement: Preparing Students Today to Succeed Tomorrow: Family-Community-School
5. Information and Action Items
 - 5.1. Discuss, consider, and take all action necessary to guidance provided by Nebraska Department of Health & Human Services regarding school closings and activities due to the coronavirus
 - 5.2. Discuss, consider, and take all action necessary to educational services offered to students by the school in the event of the school closing due to the coronavirus
Discuss, consider, and take all action necessary to certificated teaching staff in the event of a school closing due to the coronavirus
 - 5.3. Discuss, consider, and take all action necessary to providing meals to students during a school closure caused by the coronavirus
 - 5.4. Discuss, consider, and take all action necessary to certificated teaching staff in the event of a school closing due to the coronavirus
 - 5.5. Discuss, consider, and take all action necessary to classified staff in the event of a school closing due to the coronavirus
 - 5.6. Discuss, consider, and take all action necessary to a resolution of emergency declaration for the purpose of delegating greater authority to the superintendent to address business operations of the school during a coronavirus outbreak and school closure
6. 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.



Food and
Nutrition
Service

DATE: March 06, 2020

Braddock
Metro Center

MEMO CODE: SP 08-2020, SFSP 04-2020

1320
Braddock
Place
Alexandria
VA 22314

SUBJECT: Child Nutrition Program Meal Service during Novel Coronavirus
Outbreaks

TO: Regional Directors
Special Nutrition Programs
All Regions

State Agencies
Child Nutrition Programs
All States

This memorandum outlines how schools, child care institutions, and community organizations may continue to provide reimbursable meals to low-income children during school closures related to the novel coronavirus disease (COVID-19). Section 13(c)(1) of the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. 1761(c)(1)), codified at 7 CFR 225.6(d)(1)(iv), authorizes the provision of Summer Food Service Program (SFSP) or National School Lunch Program Seamless Summer Option (SSO) meal service to children during unanticipated school closures.

Based on the exceptional circumstances relating to the declaration of a public health emergency due to COVID-19 by the U.S. Department of Health and Human Services, effective January 27, 2020, and pursuant to the waiver authority granted at section 12(l) of the National School Lunch Act (NSLA), the Food and Nutrition Service (FNS) is providing additional flexibilities in an effort to address concerns regarding the loss of meals for low-income children.

Specifically, FNS has the ability to waive the requirements for serving meals in a congregate setting and the requirement to serve meals at a non-school site for COVID-19-related SFSP or SSO meal service operations. Please note that these waivers are being provided only for school closures related to COVID-19.

State agencies must submit to FNS an individual waiver request for statewide use prior to any COVID-19 SFSP or SSO operations. Once approved, the State agency may apply the waiver flexibilities for SFAs, institutions, and sponsors that have indicated they intend to serve meals during a COVID-19-related closure and that have satisfied any additional requirements set by the State agency.

State agencies are not required to provide meal service during school closures. However, FNS appreciates the willingness of State agencies and Program operators to consider continuing their meal service operations to ensure children receive the meals they need during COVID-19 conditions. State and local agencies should periodically check the FNS website for updates on our efforts to address the COVID-19 situation. State agencies are reminded to distribute this memorandum to Program operators. Program operators should direct any questions concerning this guidance to their State agency. State agencies with questions should contact the appropriate FNS Regional Office.

Original Signed

Angela M. Kline
Director
Policy and Program Development Division
Child Nutrition Programs

Attachment



Questions and Answers:

Child Nutrition Program Meal Service during COVID-19 Outbreaks

Schools participating in the National School Lunch Program (NSLP) and/or School Breakfast Program (SBP) and institutions participating in the Child and Adult Care Food Program (CACFP) may be dismissed or closed due to Federal, State, or local public health requirements for social distancing due to COVID-19. Under these circumstances, school food authorities (SFAs) and other eligible community organizations (CO) may continue to serve meals to children affected by school or child care closures through the Summer Food Service Program (SFSP) or Seamless Summer Option (SSO).

Please note, a school closure means closing the school and sending all the students and staff home. In a school dismissal, the school may stay open for staff while the children stay home. In this guidance, the term closure or dismissal is used to refer to schools that are closed or at which all students are dismissed.

The questions and answers below provide additional information regarding how these programs may operate an SFSP or SSO under COVID-19 conditions.

1. Which regulatory requirements for SFSP and SSO operations may be waived for COVID-19-related operations?

FNS may waive the requirement at 7 CFR 225.6(e)(15) that meals be served and consumed in a congregate setting, in order to support any social distancing requested by Federal, State, or local authorities. FNS may also waive the requirements at 7 CFR 225.6(d)(1)(iv) limiting the operation of the SFSP or SSO during an unexpected school dismissal during the school year to non-school sites. Requests to waive other operational requirements will be considered on a case-by-case basis. Otherwise, the SFSP or SSO will generally operate as it does during the summer months.

2. How must a State agency obtain FNS approval to allow an SFA or CO to operate during COVID-19 conditions using policy waivers?

Each State agency must submit an individual State waiver to FNS for review and approval before initiating an SFSP or SSO response that includes policy waivers. Once FNS has approved the State's waiver, the State may initiate program operations at any location in the State and at any time in the approval period specified in the waiver response. FNS encourages State agencies to submit their individual waivers well in advance of any anticipated operations so that they are ready to begin working with eligible service providers right away when COVID-19 conditions arise.

3. How does an SFA or CO receive approval to operate during COVID-19 conditions?

The SFA or CO must submit an application to the State agency for the State's approval. It is at the State agency's discretion what information to require in SFA or CO applications. However,

FNS suggests that a waiver request address the specifics of how the SFA or CO will operate the SFSP or SSO during a COVID-19-related dismissal, including:

- Name of school(s) covered by waiver request;
- At what point following school dismissal the meal service would start;
- What meal distribution method(s) the institution will use and how the waiver will target the children in the dismissed schools;
- How the meal distribution will target low-income children, if the school does not have 50 percent or more free or reduced price children enrolled;
- Methods for communicating with families; and
- How the SFA or CO will ensure proper operation of the program including meal content, meal counts, food safety, oversight, etc.

In order to assure a prompt response to school dismissals, SFAs and COs are encouraged to work with their State agency to approve their application in advance of a COVID-19 related school dismissal. It is important to note that while multiple organizations in a community may work to respond to COVID-19 related dismissals, a State agency may not approve waiver requests that would duplicate coverage. Therefore, it is critical that State agencies communicate with SFAs and COs to develop these waiver requests as soon as possible, and that communities identify the institution most able to respond to a dismissal at a particular school.

4. Is it mandatory that meals be provided during a school dismissal?

No. However, SFAs and COs are encouraged to ensure that the needs of low-income children are met during extended school dismissals.

5. Who is eligible to receive meals when school is dismissed due to COVID-19?

The SFSP/SSO COVID-19 waiver is targeted to children who attend schools that have been dismissed due to COVID-19. However, in eligible areas, meals may be served to all children 18 and under in the household if at least one child attends the dismissed school. If a child care center that participates in the CACFP is located in a dismissed school, students enrolled in that center are eligible for meals provided to children attending the dismissed school.

6. How do SFSP/SSO site eligibility requirements apply to COVID-19 meal service? Must all schools served be in low-income areas?

For dismissed schools with 50 percent or more of their enrolled students certified eligible for free or reduced price meals, SFAs may develop meal distribution methods in which meals are available to all families with children enrolled in that school, with a focus on serving low income children. For dismissed schools with less than 50 percent free or reduced price enrollment, meal distribution methods must more directly target the households of enrolled children who are eligible for free or reduced price meals. Schools should use current free/reduced price certification information or, if necessary, depending on the timing of the school dismissals, immediate prior year eligibility certifications.

7. How many meals per child may be offered each day? May supper be provided? Can meals be distributed for more than one day?

The maximum number of meals that may be offered remains the same as under SFSP or SSO: up to two meals, or one meal and one snack, per child, per day, in any combination except lunch and supper. As discussed below, the State agency may approve a distribution approach that includes meals for multiple days. The State agency should consider the capacity of the SFA or CO to execute such an approach effectively, including meeting food safety requirements.

8. Will there be any separate reporting requirements for meals served to children under the SFSP/SSO COVID-19 waiver or will the standard meal count reporting procedures apply?

Separate meal counts and records must be maintained for meals served under a COVID-19 waiver. To receive reimbursement, total meals must be reported to the State agency for submission to FNS.

9. How can a school with less than 50 percent free and reduced price eligibility target low-income children without overtly identifying those children as eligible for free or reduced price meals?

This will depend in large part on how the SFA or CO intends to provide meals. The waiver request should describe their method of meal distribution. For example, meal distribution sites might be located in areas that are easily accessible to low-income children while avoiding identification of individual children as low income.

10. What are the requirements for the meals?

The meals must meet the regular menu planning requirements of the SFSP or SSO. Offer versus serve (OVS) will not apply and all meals must be unitized, meaning a complete reimbursable meal that meets the requirements of the menu planning method used, including milk, must be distributed. Shelf-stable milk may be used. USDA commodity foods may also be used. If availability of milk or other meal components becomes an issue, FNS will work with the State agency to provide the needed waivers or flexibility.

11. Are we required to accommodate documented special needs?

Yes. This should be addressed in the SFA or CO's waiver request.

Hello:

The Nebraska Department of Education, Office of Nutrition Services (NDE) has been granted a waiver through the USDA Food & Nutrition Service to allow schools and community organizations to serve non-congregate meals through the Summer Food Service Program (SFSP) in the event that a school is closed because of COVID-19. The USDA has also granted flexibility for schools not normally eligible to participate in the SFSP (<50% F/R) to provide meals through this program in the event of an unanticipated school closure because of COVID-19.

As you prepare for possible school building closures, you can initiate the SFSP application process by following the steps outlined below. Beginning the application process now will help minimize wait time should you decide to provide meals to children through the SFSP.

Schools and organizations that operate the SFSP and want to serve meals during an unanticipated closure:

1. Complete the SFSP application in the online application and claims system at <https://nutrition.education.ne.gov>. Attached to this message is a short guide to help you through completing and submitting the application; you can also view [this application video](#) for assistance.
2. Complete the attached Non-congregate Meals Supplementary Information form and upload to the Attachment List of the online application packet.

Schools and organizations that do not operate the SFSP and want to serve meals during an unanticipated closure:

1. Complete the attached Non-congregate Meals Supplementary Information form and return to Jenna Hilligoss at Jenna.Hilligoss@nebraska.gov. NDE will use this information to provide access to the online SFSP application.
2. You will receive notification once you have access to the SFSP application. Once you have that notification complete the SFSP application in the online application and claims system at <https://nutrition.education.ne.gov>. I've attached a short guide to help you through completing and submitting the application; you can also view [this application video](#) for assistance.
3. Upload the completed Non-congregate Meals Supplementary Information form and upload in the Attachment List of the online application packet.

NDE will complete a review of your SFSP application and will be in touch with the Program Contact identified in the online application. It is our goal to provide approval within 48 hours of receipt. However, the approval process can raise questions that require clarification and information gathering, which may delay the process. With that in mind,

we encourage you to provide adequate details in the Non-congregate Meals Supplementary Information form to help us thoroughly understand your plans for meal service and program compliance.

For sponsors offering meals in communities with more than one approved meal site: Per the USDA, the SFSP/SSO COVID-19 waiver is targeted to children who attend schools that have been dismissed due to COVID-19. However, in eligible areas, meals may be served to all children 18 and under in the household if at least one child attends the dismissed school. If a child care center that participates in the CACFP is located in a dismissed school, students enrolled in that center are eligible for meals provided to children attending the dismissed school. To ensure all eligible students and children have adequate access to approved meals, please encourage households to only obtain meals from the district where the student is enrolled. The NDE encourages program sponsors to provide one meal of each approved meal type to each child each day.

Please find USDA FNS Policy Memo SP 08-2020 attached for your reference. We encourage you to review the Questions and Answers for helpful information. As always, we are here to answer your questions and help you navigate these unforeseen circumstances.

Schools choosing to serve meals without an approved SFSP application during an unanticipated closure cannot use the school food service account to cover those costs; the cost of such meals must come from another source.

SFAs operating At-Risk afterschool centers may continue serving meals and snacks through the At-Risk Afterschool Meals component of the Child and Adult Care Food Program (CACFP). When operating during unanticipated school closures, afterschool centers must continue to meet At-Risk Afterschool requirements, including offering education or enrichment activities. With State agency approval, afterschool centers that normally offer a snack and supper after school may instead choose to offer either lunch and a snack, or breakfast and a snack.

Schools and organizations that do not intend to serve meals during an unanticipated closure:

Your community may have meal service locations that are approved to provide meals through the SFSP. You can locate this list by visiting NDE's [Coronavirus Resources page](#).

Thank you,
Kayte

Kayte Partch

Director - National School Lunch & Summer Food Service

301 Centennial Mall South

Lincoln NE, 68508

P: (402) 471-2945

E: kayte.partch@nebraska.gov

James B. Gessford
Rex R. Schultze***
Daniel F. Kaplan
Gregory H. Perry
Joseph F. Bachmann*
R. J. Shortridge*
Joshua J. Schauer*
Derek A. Aldridge**
Justin J. Knight****
Charles Kaplan
Haleigh B. Carlson
Daniel K. Kaplan



PERRY, GUTHERY, HAASE & GESSFORD, P.C., L.L.O.

Of Counsel
Thomas M. Haase

*Also admitted in Iowa
** Also admitted in Kansas
***Also admitted in Wyoming
****Also admitted in Colorado

Ernest B. Perry (1876-1962)
Arthur E. Perry (1910-1982)
R.R. Perry (1917-1999)
Edwin C. Perry (1931-2012)

MEMORANDUM ON CORONAVIRUS

A. Background

As of March 13, 2020 (the date of this memorandum), several school districts plan to close for at least a week. Many other districts have indicated that they intend to follow suit. With at least a dozen Nebraska schools shutting down, and other states shutting down all schools, some Nebraska school districts intend to hold special or emergency board meetings to address the imminent closure of their school buildings. This memorandum is intended to suggest topics that boards and administrators may find helpful to discuss at those special or emergency board meetings. Alternatively, for those districts or ESUs not yet at the point of closure, this memorandum will hopefully assist in thinking about issues that may arise if you are in a position of temporarily closing your operations.

B. Emergency Declaration Option

School districts should consider whether to begin working to declare the coronavirus situation as an “emergency” under the Nebraska Emergency Management Act. The World Health Organization has designated the coronavirus as a “global pandemic.” As such, we are confident that the current coronavirus situation would fit within the definition of “emergency” under the Nebraska Emergency Management Act.

Under the Nebraska Emergency Management Act, a Nebraska school district or ESU has much greater legal authority and flexibility than what the statutes generally allow. For instance, the Nebraska Emergency Management Act allows schools and ESUs to make “emergency expenditures” (such as payroll or paying for specialized cleaning) and “incur obligations for emergency management purposes and to minimize the disruption to education services” without needing prior board approval.¹ If your school or ESU board prefers to delegate more authority to the superintendent or administrator to handle and address the emerging and evolving issues without needing frequent board meetings, your board may want to declare an emergency. If so, please let us know and we can work with and send you the procedural instructions and emergency resolution.

¹ Neb. Rev. Stat. § 81- 81-829.51(1)(b).

C. Other Issues that May Merit Discussion/Board Action

The most common legal questions and scenarios that we have received that your board may want to consider and decide (if they have not already done so) include:

1. *Paying Staff During Closure*

(a) FLSA Exempt and Non-Exempt Employees.

Perhaps the most common question that we have received relates to whether the board can pay employees if your school/ESU operations are closed. For FLSA exempt, salaried employees, if those employees work at least one hour per week, they are entitled to be paid their full salary for the entire week. For FLSA non-exempt, hourly employees, an administrator/superintendent or board could determine that those employees be paid if there is a benefit to the employer. For instance, some schools/ESU's have expressed concern that they could lose valuable employees if they place them on unpaid leave during a closure. Rather than hire a bunch of a new employees, a district/ESU may be better off paying employees during a closure, as opposed to allowing them to leave and find employment elsewhere. As such, boards and administrators may want to address the permissible parameters of pay during a closure to possibly include working from home or other assigned duties as discussed below. Boards and administrators may also want to set a future date to revisit this issue, so that any decision does not continue indefinitely.

(b) Negotiated Agreements.

Along these lines, earlier this week, a proposal was distributed to amend your negotiated agreement. For several reasons, we strongly encourage you not to enter into that addendum. Instead, your employees may have paid leave available to them. If an employee does not have available paid leave or has tested positive for the coronavirus or has been directed to quarantine by health experts, you (as the administration) have the ability to place those employees on paid administrative leave. This would allow your administration to handle and address this constantly evolving situation without needing to modify your negotiated agreement.

(c) Other Pay Issues.

Other pay issues that you and your board may want to consider include:

- If you will not pay employees during a closure, will employees still be required to contribute their share of health insurance premiums?
- How will you pay (or not pay) stipends or extra-duty pay if your school is closed and/or you decide that spring activities should be or are cancelled?
- How long will you agree to pay hourly, classified staff members if your school/ESU is closed for longer than you anticipated?

Most of these decisions are not “legal” decisions—and we do not recommend any specific course of action. Instead, we believe these decisions need to be made at the local level with each administration and board conferring with each other to decide what is best for each district/ESU.

2. *Employees working from home?*

For those boards and administrators determining that operations should be closed, there may be opportunities for employees to work from home during the closure. From an oversight/employment perspective, working from home presents opportunities and challenges. Boards and administrators may want to discuss parameters and requirements for employees working from home, such as: ensuring student and staff confidentiality; accurately logging time spent working from home; ensuring that employees are, in fact, working while they are working from home; determining whether employees must use district or ESU-issued technology at home; whether employees must (at some point) attend in-person meetings to discuss the ongoing work efforts, and so forth.

If your teachers and administrators can work from home, you will need to decide whether those days count as a contract day. If those days count as a contract day, you may need to pay additional days for makeup work at the end of the year (if you need to rearrange the school calendar). If the days will not count as contract days, you may not be able to require certificated employees to perform work.

Again, these decisions are entirely up to the local boards and administration.

3. *Providing meals to students during closure?*

School districts have the option of continuing to provide meals to students during a closure.² This is not required—it is an option. If your district wants to provide this benefit to students during a closure, there are several details to be addressed (by either the administration and/or board). Many of these details could depend on your district's location, community setup, student population/needs and the like. For example, your district may not want students coming to a school building to pick up or eat meals. Instead, you may want the 'pickup' or 'grab and go' locations to be a different community location. If so, you will need to determine where the meal "pickup" locations will be, and how you will communicate these locations to students and families. You may also want to limit the eligibility of meals for students, which may invoke confidentiality issues. The meal "pickup" locations may also vary, depending on where students are located and how they will travel to the pickup location. In addition, you may need staff to cook food, serve meals and/or deliver the food to students. The staff requirements of this option would be a consideration for the first issue (staff pay and available paid leave).

² <https://www.usda.gov/media/press-releases/2020/03/10/secretary-perdue-announces-proactive-flexibilities-feed-children>

4. *Educational services (if any) during closure*

The board may want to discuss what educational services are made available during a closure. We (of course) defer these educational decisions to the board and administration. However, we mention this option because board and administrators may want to discuss what (if any) services will be provided to special education services during a closure. Yesterday (March 12th), the United States Department of Education announced that, if a school closes due to the coronavirus and does not provide educational services to general education students, then the district “would not be required to provide services to students with disabilities during that same period of time.”³ We encourage all school administrators and board members to refer to the Department of Education’s guidance. In terms of whether the school will continue to provide services we, again, defer to each district at the local level.

Again, we would encourage you to consider your educational services in the context of the school calendar, especially since you may have administrator contracts that expire in June and/or have administrators who will begin employment in another district beginning July 1, 2020. If you will not provide educational services during the school year, and intend to schedule makeup days later in the school year, you may need to start adjusting or preparing your internal budget for extra-day pay.

5. *Planning for upcoming large gatherings*

The NBA, March Madness tournament, PGA Tour and major festivals/concerts have been suspended, postponed or cancelled due to the coronavirus. We would encourage you to consult with your local health department for advice on your circumstances. Although we are not public health or medical experts, we encourage you and your board to consider upcoming (over the next month or two) major events and begin planning for contingencies. This could include prom and graduation. These events are a major part of a student’s career, but we are facing the realistic possibility that these events could be cancelled. As a result, you and your board may want to plan for other options or arrangements.

With the cancellation of major sporting events, you and your board may also want to consider whether your students will be allowed to continue to participate in activities during the remainder of the 2019-2020 school year. The NSAA has largely deferred to health experts in determining their course of action. Local administrators and school boards may want to proactively decide whether their students will (or will not) participate in various activities during the remainder of the 2019-2020 school year.

6. *Access to buildings*

On a given, regular week, a variety of different people may enter a school building. This could range from student-athletes using the weight room, to employees catching up on work, to community groups using the school building as a meeting space. Usually, administrators determine who may use school facilities and on what terms. In light of the coronavirus, the administration and board may want to discuss and agree on who will be (and not be) allowed access to school/ESU property until further notice.

³ https://www2.ed.gov/policy/speced/guid/idea/memosdcltrs/qa-covid-19-03-12-2020.pdf?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term=

7. *Teachers not evaluated by April 15th*

Please keep in mind that all probationary employees are required to be observed and evaluated by April 15th. This could put administrators in an impossible situation. We ask that boards be cognizant of this reality. If your district or ESU needs to close due to the coronavirus, and you have probationary employees who have not yet been observed and evaluated, we strongly encourage you to develop plans (if possible) to evaluate those probationary employees as soon as you resume your regular operations (hopefully before April 15th).

8. *Emergency meetings/agenda alteration*

Given the ongoing, evolving coronavirus situation, your board may need to meet on short notice. If so, please remember that the Open Meetings Act allows boards to meet on an emergency basis without the typical notice requirements, as long as the nature of the emergency is stated in the board minutes and any formal action be limited to items related to such emergency.⁴ The Open Meetings Act also allows boards to modify their agenda within 24 hours of an emergency meeting.⁵

Therefore, if your board finds itself unexpectedly in the middle of a coronavirus situation, remember that your board has more flexibility than normal.

⁴ Neb. Rev. Stat. § 84-1411(5).

⁵ Neb. Rev. Stat. § 84-1411(1).

**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 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 March 16, 2020.