

# Resolution

Slidell Independent School District

Board of Trustees

## WAGE PAYMENTS AND EMERGENCY ACTIONS DURING COVID-19 DISTRICT CLOSURE

**WHEREAS**, the Board of Trustees of the Slidell Independent School District is authorized by Texas Education Code Section 45.105 to expend District funds necessary for the conduct and maintenance of the public schools as determined by the Board; and

**WHEREAS**, the Board acknowledges that during the closing of schools due to COVID-19, most District employees may be instructed not to report for work, while other employees may be called upon to provide some essential services; and

**WHEREAS**, the Board concludes that a need exists to address wage payments for employees who are idled and those required to work during any period where closing is necessary due to COVID-19; and

**WHEREAS**, the Board determines employees who are instructed not to report to work may suffer a loss of pay if the District closes schools in response to COVID-19; and

**WHEREAS**, the Board concludes that continuing wage payments to all regular employees, contractual and non-contractual, salaried and non-salaried, who suffer a loss in pay due to an emergency closing, serves the public purposes of maintaining morale, reducing turnover, and ensuring continuity of District staffing when schools reopen; and

**WHEREAS**, the Board also finds that COVID-19 presents an unprecedented emergency to the District and recognizes the need to provide the Superintendent the authority to take such actions quickly so as to protect the District's students, employees and community without needing to wait to convene a Board meeting, which could cause unnecessary delay.

**NOW, THEREFORE, BE IT RESOLVED** that we, the Board of Trustees believes immediate action is necessary to be able to minimize the COVID-19 impact to students, staff, families and the community. Therefore, the Board hereby determines and declares as follows:

1. **Declaration of Public Health Emergency.** COVID-19 constitutes an unforeseen and unavoidable public health emergency.
2. **Need for Immediate Action.** Immediate action is necessary to be able to minimize the COVID-19 impact to students, staff, families and the community. Therefore, Slidell ISD schools shall be closed through a date as determined by the Superintendent in accordance with Paragraph 12 of this Resolution.
  - a. In lieu of a complete or sustained closure, the administration shall provide for instructional continuity for its students including but not limited to options for distance learning and/or virtual learning and follow TEA Guidance for same.

b. The Superintendent may restructure and reassign/redeploy faculty and staff as necessary to accomplish this purpose and continue services to students, including the provision of food services to students in non-traditional manners, if needed, as well as provide any services in support of the District that the Superintendent determines may be needed.

c. The Superintendent shall open or re-open school facilities as-needed based to facilitate school business and instructional continuity for students.

**3. Procurement Waiver:** The delays posed by the applicable procurement laws and corresponding Board policies coupled with the need to procure services and support to respond to COVID-19 to ensure safety of all students, staff, property and equipment will prevent or substantially impair student safety and or other essential school activities, Accordingly, the Board declares an emergency under Section 44.031(h) of the Education Code and other applicable law, and the Board hereby is suspending its normal purchasing policies and authorizing the Superintendent or designee to make emergency procurements reasonably necessary to respond to COVID-19 issues. This waiver of procurement policies is expressly limited to responding to COVID-19 matters and expires automatically 30-days after its authorization.

**4. Waiver for Instructional Days:** The Superintendent is authorized to apply for missed instructional day waivers. Low attendance day waivers are also to be submitted for future dates, as necessary and approved by the Texas Education Agency.

**5. Absence Waivers:** The Superintendent or designee is authorized to excuse absences for any employee who is under a medically directed quarantine for up to fourteen consecutive days.

**6. Employee Pay During Closures:** The Board authorizes and grants the discretion to the Superintendent to continue regular pay and benefits, subject to any requirements or guidance from the State, to full and part-time regular exempt and non-exempt employees who are impacted by a federal, state or local agency ordered school closure of the employee's assigned campus or duty-station or closure determined by the Superintendent. The Board finds that a public purpose and benefit to the school and its students exists to compensate employees for workdays missed due to the closure of their assigned school facilities as a result of COVID-19, and that this is necessary in the conduct of the public schools pursuant to Education Code § 45.105(c). The Board delegates to the Superintendent the authority to implement this, and to make determinations on use of available paid time off and other leave balances, before expending additional funds for absences during a closure. The Board authorizes the Superintendent or designee to make compensation decisions and adjustments to impacted employees as deemed appropriate to fulfill the purposes of this Resolution. The Board further authorizes the Superintendent to make determinations on having faculty and staff report to work during a closure should District needs dictate, even on a rotating basis, and taking all available health and safety information into account. Employees should understand that they will remain on-call during what would be their normal work schedule even while at home due to a school closure.

**7. Mandatory Quarantine of Employees and Students:** The Superintendent shall direct and prohibit employees and students and who have traveled within the past fourteen days to any countries or states where COVID-19 cases have occurred, including any country in Europe or who otherwise had direct contact with persons known to the employee/student

or their family that have traveled to the same locations in the same time period, from attending school for a quarantine period. Such quarantine period from attending school or school-related activities/events shall extend at least 14-days with the date the student returned home as day-zero and the next day as day-one. The same quarantine restrictions shall also apply to any family member of said persons living in the same household. The Superintendent may extend or amend requirements based on guidance from state and local health officials.

**8. Pay During Quarantine:** For the same reason supporting pay during closures, any employee under required quarantine may continue to receive pay and benefits as determined by the Superintendent, subject to administration's determination regarding accrued state/local leave days and their use.

**9. TEA Attestations:** The Superintendent and Board President are authorized to execute and file the 2019-2020 COVID-10 Missed School Day Waiver Attestation Statement. Further, the Superintendent and Board President are authorized to execute and file the Attestation of Off-Campus Programs Approved for Purposes of Average Daily Attendance (TEC §48.007) with TEA.

**10. Instructional Continuity:** In addition to or in lieu of closure, The Superintendent is authorized to develop and implement education continuity plans following state guidelines to allow students to be educated through low-tech, workbooks/worksheets/packets, online learning, tele-and video-learning, and other virtual or distance learning/low-tech programs. The Superintendent is authorized and fully supported by the Board in reassigning staff to aid in development and implementation of education continuity plans to benefit and serve students and acting outside any and all policies relating to grading, report cards, and other traditional instructional parameters. The Superintendent is authorized to make procurements necessary to fulfill the purposes of this resolution and to meet the needs and best interest of students.

**11. Authorization to School Superintendent For Additional Waivers, Attestations or Reports:** In the event other waivers or immediate action is needed, the Superintendent is authorized, in consultation with the Board President (or Vice-President in absence of the President), to take-other action and to submit/apply for other waivers, attestations or reports in accordance with guidance and instructions from the State of Texas.

**12. Authorization to School Superintendent to Extend School Closure.** As necessary to minimize the COVID-19 impact to students, staff, families and the community or as ordered by federal, state or local public health officials, the Superintendent is authorized to continue campus closures for extended periods of time as determined to be in the best interest of public health and safety.

**13. Suspension of Grievance Process.** The Board hereby authorizes the Superintendent to suspend all pending grievances as well as any grievances that may be filed under applicable Board policy during the closure period. The grievance process will resume when the District is able to conduct normal operations at the conclusion of the COVID-19 closure period as determined by the Superintendent.

The authority granted by this resolution is effective for a closure with a maximum duration of the business and/or school days through the end of the 2019-2020 school year unless the Board takes action to authorize such delegations for a longer duration.

Adopted this 30th day of March, 2020 by a \_\_\_\_\_ vote of the SISD the Board of Trustees.

  
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President, Board of Trustees

  
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Secretary, Board of Trustees