

Strategies and Legal Guidance for Addressing COVID-19 **March 11, 2020**

The novel coronavirus and the disease linked to it, COVID-19, create serious, complicated, and immediate challenges for educators, students and their families, and communities. Around the country, needs and options will vary greatly from place to place and over time. Rather than attempting to provide one-size-fits-all advice, therefore, NEA's Collective Bargaining and Member Advocacy Department and NEA's Office of General Counsel provide this guidance as an analytical framework to help state and local affiliates think through key issues.

Below you will find information on several broad categories of analysis: sources of information; emergency preparedness and response; health and safety; communications channels and decision-making authority; legal rights related to school closures; existing contract or other language; pay and benefits; and academic flexibility while addressing pandemics.

Where there are laws that may apply or important legal considerations, they are highlighted and annotated with footnotes that include legal citations and additional information. Where appropriate, we provide possible collective bargaining language.

For questions regarding collective bargaining and other topics not related to legal issues, please contact the Collective Bargaining and Member Advocacy Department (CBMA): Dale Templeton, Director, dtempleton@nea.org; or Joel Solomon, Senior Policy Analyst, jsolomon@nea.org. Please share your own strategies and materials with CBMA so we can make them available more broadly to NEA affiliates.

For questions related to legal issues, please contact the Office of General Counsel: Alice O'Brien, General Counsel, aobrien@nea.org; or Keira McNett, Staff Counsel, kmcnett@nea.org.

Introduction

NEA recognizes that the primary concern in these situations is—as it properly should be—with the health, safety, and welfare of students, families, and educators, as well as the health and safety of the broader community. It is precisely because of this focus on community health that it is imperative that employees are able to stay home from work when sick, that policies support limiting contact with potentially infected individuals and those at higher risk of serious illness, and that all members of the community are fully supported in caring for their health and the

health of those around them. This should be the common basis from which all stakeholders make decisions on policies related to individual employee health and leave, whether or not they bargain collectively, as well decisions about whether to close schools and how to address the anticipated effects of closures.

Sources of information on the virus

The [Centers for Disease Control and Prevention \(CDC\)](#) is a crucial source for information on the virus. CDC has published information specific to [institutions of higher education](#) and, separately, [child care programs and K-12 schools](#).

The [National Association of School Nurses \(NASN\)](#) also has important resources, including talking points for school nurses, guidance for school principals and superintendents, and material to assist in talking with children. The National School Boards Association (NSBA) also released [information on school preparedness](#).

The Department of Education released [a statement](#) on the very important issue of countering “stereotyping, harassment, and bullying directed at persons perceived to be of Chinese American or, more generally, Asian descent, including students.” The Equal Employment Opportunity Commission (EEOC) has [guidance on pandemic preparedness in the workplace and the Americans with Disabilities Act \(ADA\)](#).

Emergency preparedness and response

The Department of Education’s [Guide for Developing High-Quality School Emergency Operations Plans](#) outlines the steps schools can take to plan for threats, hazards such as disease outbreaks, and emergencies. The guide covers topics including which stakeholders to include on your planning team (specifically, ensuring that education support professionals have a voice), how to assess risks, and how to identify your course of action based on your local context.

Additionally, [NEA’s School Crisis Guide](#) can help schools and educators prevent, prepare for, respond to, and recover from emergencies.

Health and safety

Health and safety standards are an important component of developing an appropriate local response. School nurses and cleaning crews, for example, are among the many categories of employees on the front lines.

Applicable Laws: The federal Occupational Safety and Health Administration (OSHA) does not directly cover state and local government employees, but 22 state-level OSHA-approved workplace safety and health programs (“state plans”) cover both private-sector workers and state and local government employees, and six cover only state and local government employees. Federal OSHA standards apply to these state-level entities, so make sure you check any applicable safety standards related to protective gear and other response-related topics. On its website, OSHA provides an [interactive map of state plans](#). This is an important resource to check for applicable safety standards concerning protective gear and other response-related topics. Members who are federal employees or work in the private sector are covered directly under

federal OSHA. [Federal OSHA's novel coronavirus and COVID-19 material](#) is also available on the OSHA site.

- What state or local standards establish applicable guidelines or requirements regarding the creation and maintenance of a safe and healthy school, including protective equipment for employees and the treatment of contaminated environments?
- Are school officials providing accurate information to educators, students, and families? If so, what role can the affiliate play in encouraging the distribution of such information? If not, how can the affiliate facilitate the distribution of accurate information?
- What kind of classroom supplies will be necessary to promote safe and healthy environments for students and employees, and has the district expressed an understanding of and support for these needs?
- What supplies and safety equipment will be necessary for professional groups, including nurses, janitorial staff, bus drivers, and others?
- Can the school or broader community ensure that hand sanitizer, appropriate washroom supplies, and other materials are readily available?
- Are employees with appropriate medical training or certification the only ones providing services that require such training or certification?
- Will employees be trained on new procedures or requirements such as deep cleaning school buildings or school buses?
- What kind of protections are in place for educators who may be in or near locations where individuals have been quarantined or isolated?
- What recourse do employees have if they are concerned about working in a location where individuals have been quarantined or isolated?
- What recourse do educators have if students or parents are showing signs of being contagious?
- What access to leave do educators have—both to take care of themselves or a family member or to self-quarantine following a potential exposure to the virus?

Communications and decision-making authority

During any crisis, having clear, pre-established communications channels is crucial to avoid confusion, misinformation, and missed opportunities. Given the potential for disruption to members' regular schedules and, possibly, their pay, consider whether establishing or reinforcing communications channels between members and the affiliate is necessary.

- Where do you want members to turn when they have questions about pay, benefits, scheduling, or anything else?
- How will members know whether the affiliate agreed to changes instituted by the school district?

- What governing bodies and authorities are involved in making decisions about school dismissals and closures?
- What role do you want the affiliate to play in communicating with members on COVID-19-related issues?

School closure laws

The legal authority to order school closures for extended periods of time in response to a pandemic is a matter of state law and varies from state to state. For non-emergency closures, state laws differ as to the grounds for which schools may be closed, the governmental department (whether the health department, department of education, or some other department) and the level of government (whether state or local government) that is authorized to make the decision. Once a state of emergency has been declared, the authority to close schools may shift from state or local departments of health and education to state-level emergency management agencies. Again, however, this depends on the state law. Notably, a reputable 2008 report found that most states do identify school closure as a potential mitigation strategy in their pandemic plans, but few explain their legal authority for ordering such closures.¹

The Education Week website maintains a [map of K-12 schools closed due to the novel coronavirus](#).

- Does the affiliate know whom to look to for formal decisions, and is there any consultation that can take place between school officials and the affiliate before decisions are made?
- Can you get the school or school district to work with the affiliate before making general announcements, both to ensure that any changes that have to be bargained, or are addressed in state law, are handled appropriately and so that the affiliate can be prepared to help members?
- If you have an existing labor-management committee, can it be used to coordinate school and affiliate discussions, decisions, and actions? If not, could such a committee be established for these purposes?

Legal rights related to school closures

As part of preparing for discussions with school administrators about the impact on staff of any potential school closure, it is important to understand the underlying legal rights that employees may have related to school closures. In some cases, there will be collective bargaining agreements that directly address questions of continuation of pay and benefits; even so, state law may address issues not directly covered in agreements. This is discussed in more detail in the

¹ The 2008 report is titled “[Legal Preparedness for School Closures in Response to Pandemic Influenza and other Emergencies](#)” and was compiled by The Center for Law & the Public’s Health at Georgetown and Johns Hopkins Universities (April 2008). Although the report is dated it does contain helpful appendices listing relevant state statutes, which may be a useful starting place for researching state laws. As always, consultation with local counsel regarding state law is strongly recommended.

next section. Often, however, there may not be applicable contract provisions, in which case you will want to be as informed as possible about what applicable state law may provide, and you will want to consider all of the possible ramifications on salaried and hourly employees in terms of pay and benefits, as a result of an extended closure.

The first question to consider is whether there are laws in your state to protect school employees should closures occur. School employees have the strongest protection in those states that explicitly guarantee or permit payment of salaries in the event of an epidemic. Some of the key statutes to that effect are spelled out in the footnote below.² If your state currently does not have such a law, but you have a favorable legislature and governor, you may want to consider attempting to secure such protections.

Unfortunately, federal law provides few protections except for high-level administrators. The Fair Labor Standards Act (“FLSA”) does not apply to teachers. *See* 29 U.S.C. § 213(a)(1), 29 C.F.R. § 541.303. While education support professionals who are hourly employees are covered by the FLSA, the law does not require employers to pay FLSA-covered employees when the facility is shut down through no fault of the employer. The FLSA may provide protections for assistant principals and higher-level administrators, because “bona fide executive or administrative” salaried employees are entitled to be paid their “full salary for any week in which

² See Ind. Code § 20-28-9-15 (2006) (“If during the term of the teacher’s contract: (1) the school is closed by order of the: (A) school corporation; or (B) health authorities; or (2) school cannot be conducted through no fault of the teacher; the teacher shall receive regular payments during that time.”); Ky. Rev. Stat. § 158.07(11)(a) (2006) (providing that “certified school employees shall be considered to have fulfilled the minimum one hundred eighty-five (185) day contract with a school district . . . and shall be given credit for purposes of calculating service credit for retirement” if the employees meet “the provisions of the district’s school calendar to make up school days missed due to an emergency.”) Neb. Rev. Stat. § 79-8,106 (“in case of epidemic sickness” causing any school to be closed, “teachers shall be paid their usual salaries in full for such time as the school or schools shall be closed”); Nev. Rev. Stat. 391.180 (“if, on account of sickness, epidemic or other emergency in the community,” schools are ordered close for less than 30 days at any one time, “there may be no deduction or discontinuance of salaries”); Okl. Stat. Ann. § 6-101 (“Teachers and administrators shall be entitled to pay for any time lost when school is closed on account of epidemics or otherwise when an order for such closing has been issued by a health officer authorized by law to issue the order.”); Ohio Rev. Code § 3319.08 (“Teachers must be paid for all time lost when the schools in which they are employed are closed due to an epidemic or other public calamity.”); Ohio Rev. Code § 3319.081 (“All nonteaching employees employed pursuant to [this section] shall be paid for all time lost when the schools in which they are employed are closed owing to an epidemic or other public calamity”); 24 Pa. Cons. Stat. § 11-1153 (2006) (“When a board of school directors is compelled to close any school or schools on account of contagious disease, the destruction or damage of the school building by fire or other causes, the school district shall be liable for the salaries of the teachers of said school or schools for the terms for which they were engaged.”); R.I. Gen. L. § 16-2-3 (“the compensation of teachers, janitors, clerks, and other public employees in the public schools of the city or town shall not be reduced by reason of the shortening of the school year [in the event of an emergency brought on by any epidemic]”); Va. Code Ann. § 22.1-98 (permitting school boards to pay professional personnel such salary as they would have received if the school term had not been shortened due to an emergency); W. Va. Code § 18A-5-2 (2006) (“Any school or schools may be closed by proper authorities on account of the prevalence of contagious disease, conditions of weather or any other calamitous cause over which the board has no control. Under any or all of the above provisions, the time lost by the closing of schools is counted as days of employment. . . . Professional and service personnel shall receive pay the same as if school were in session.”); Ala. Code § 16-13-231 (allowing for local school systems to appeal for relief from instructional day minimums when the Governor declares a state of emergency that causes schools to close, “with no loss of income to employees”).

the employee performs any work without regard to the number of days or hours worked.” *See* 29 C.F.R. § 541.602(a). The U.S. Department of Labor has interpreted this FLSA provision to prohibit employers from reducing such employees’ pay to account for days not worked due to a pandemic or natural disaster. *See* Dep’t of Labor, FLSA Op. Ltr. 2005-46 (dated Oct. 28, 2005); Dep’t of Labor, FLSA Op. Ltr. 2005-41 (dated Oct. 24, 2005).

In states without a law guaranteeing salary continuation, it may be possible to argue for a presumption of continued salary and benefits based on state statutes requiring school districts to provide a specific number of instructional days per year and to make up any days missed at the end of the year unless excused from doing so by the appropriate state authority.³ Employees in these states can argue that so long as they work the rescheduled days, they should receive full pay. Other states may excuse districts from state funding penalties for failing to meet instructional day minimum mandates, which may ensure funding sufficient to continue to pay educators.⁴

Finally, there are complex questions regarding access to unemployment benefits, the entitlement to which may vary from state to state and often includes exclusions for school employees during regular school breaks where they have a reasonable expectation of returning to work. However, many states are recognizing the impact of general office shut-downs due to COVID-19, and are making it easier to access unemployment benefits for workers impacted by workplace closures.⁵

Important questions and considerations to think through

- Is school funding impacted by closures? This will typically be a question of state law. Assuming districts and individual schools continue to receive funding during a public-health-related closure, there are sources to continue to fund employee pay and benefits.
- Is there a state law that protects school employee pay during closures for a natural disaster or a medical or safety emergency?
- Is there a state statute guaranteeing a minimum number of instructional days?
- Where rights to continuation of pay or benefits are unclear, is it better to seek an agreement on these questions now or presume continuation and bring a legal challenge later?

³ See, e.g., Miss. Code Ann. § 37-13-65 (stipulating that “all such schools so closed [because of an epidemic] shall operate for the required full time after being reopened during the scholastic year”); S.C. Code § 59-1-425 (“all school days missed because of snow, extreme weather conditions, or other disruptions requiring schools to close must be made up,” with waiver provisions up to six days).

⁴ Cal. Educ. Code § 41422(a) (guaranteeing to school districts “the same apportionment from the State School Fund as it would have received had it not been so prevented from maintaining school for at least 175 full-length days”); Ohio Rev. Code § 3314.08(H)(4) (“The department shall treat the school as if it were open for instruction with students in attendance during the hours or days waived under this division.”); 24 Pa. Stat. § 25-2523 (permitting Secretary of Education to pay any or all of its share of the annual State appropriation as deemed proper to schools that were unable to remain open for minimum term on account of a contagious disease).

⁵ See e.g., https://edd.ca.gov/about_edd/coronavirus-2019.htm; <https://esd.wa.gov/newsroom/covid-19>.

- How are non-salaried employees impacted by a closure and what will be done to ensure their continued pay and benefits?
- Are there creative solutions that can be pursued at a state level, such as expansion of workers' compensation or unemployment benefits?
- If the school district plans to offer online instruction during the closure, what staff will be required to provide that instruction and how will they be compensated and supported?

Existing contract or other language

In the absence of an applicable state statute, there may be language in a collective bargaining agreement, or individual employment contract, that addresses whether—and to what extent—employees will continue to receive their salaries and benefits during a school closure. Even where contract language appears to be clear, it is advisable to confirm the affiliate's understanding of the language, and, if possible, to reference those commitments in the school district's COVID-19 response-planning documents. Where collective bargaining is permitted, and if there is not contract language on any particular point, the affiliate should demand bargaining over the new terms and conditions of employment or, where applicable, over the effects of any reduction in hours, temporary layoff, or change in how instruction will be provided (e.g., from in-person to online systems).

In jurisdictions that do not permit or do not have collective bargaining and where there is no state statute explicitly addressing school closures, there may be few or no presumptive legal protections for continuing employee pay and benefits. As noted above, state statutes mandating a certain number of instructional days during the school year may provide a basis to argue for an implied guarantee of pay and benefits for employees particularly if the school district expects those employees to continue to make themselves available to work the total number of instructional days. The practical reality that school districts generally are closing temporarily (even for a few days or weeks) should also provide a basis for arguing for continued pay and benefits as school districts will want to ensure that when they reopen their staffs will return.

Where it is possible to bargain specific contract language, NEA has long recommended the following type of contract provision on school closures:

“If schools are closed as the result of a natural disaster, medical emergency, or other similar event beyond the control of the school district, employees who are for that reason unable to perform their duties will be entitled during the period of closure to receive their regular salary and fringe benefits, and the days in question will be counted as days worked for the purposes of calculating the employees' contractual and statutory benefits.”

Remember—in both bargaining and non-bargaining contexts—to check existing employer commitments on leave, working conditions, reductions in force, and pay and benefits to determine how those apply in a partial or full school closure. Also check with the school district human resources department, school district benefits guides, and similar sources to make sure you understand how the school district intends to proceed in the event of a partial or full school closure. It is also important to recognize that differences in approach may be necessary for

members who are salaried, those who are paid on an hourly or per-course basis, and those who receive stipends; those who work a 12-month year and those who work fewer months; members who can telework; and members who could potentially provide online or out-of-class assignments. In addition, the impact of school disruptions could vary greatly depending on students' ages and their needs.

Keep in mind that conversations with employers are likely to be two-sided. That is, in addition to the employee concerns discussed herein, employers may be interested in pandemic-related language giving them broad authority to change members' hours of service, assign members to work in different subjects or job classifications, institute layoffs, cancel early-release days, schedule additional periods to accommodate extra students, cancel holidays, reduce summer break, or combine classes. Employers may also seek to ensure that employees who are paid during pandemic leave are not paid again if the school year is extended to compensate for the pandemic-related closure.

Important questions and considerations to think through

- What kind of paid and unpaid leave is available to members, and how does it vary by job category? Leave could include medical, medical emergency, personal, unpaid, child care, etc.
- What kind of flexibility can be arranged for using leave?
- Can employees who have not earned sufficient leave borrow against future leave?
- What state law exists regarding the continued pay of school employees who are not able to work due to conditions beyond their control?
- Under what circumstances can school officials mandate changes in work schedules, total hours worked, and school-year extensions?
- How, if at all, will school closures affect health benefits? Will continuation coverage be necessary and, if so, how will costs be handled?
- Should the affiliate advocate to waive instructional day requirements?
- Where schools provide a primary or supplemental source of nutrition to students or to students and their families, what arrangements can be made to ensure that such provisions continue? What additional steps need to be taken to ensure the health of those providing and those receiving resources? The U.S. Department of Agriculture (USDA) has [guidance on meal service during unanticipated school closures](#) and [guidance on program flexibility in response to pandemics](#).
- In community schools, what arrangements can be made to ensure that resources being made available to students, their families, and the broader community—medical, nutritional, or otherwise—continue during a partial or complete school closure? What additional steps need to be taken to ensure the health of those providing and those

receiving resources? See the item above for USDA guidance on meals and flexibility during pandemics.

- If there is a medical leave bank, do you want to restrict use during pandemic-related closures so that it is not depleted? Can you create a leave-donation program, if one does not already exist, that could be used during a pandemic-related closure?

Applicable laws related to leave

- Employees’ own illness/isolation: Employees who must miss work because of their own illness or a presumptive COVID-19 diagnosis, resulting in an instruction to isolate themselves, may be covered by state sick leave laws, where applicable.⁶ Even where employees have exhausted any paid leave, many will be protected by the federal Family and Medical Leave Act (“FMLA”)⁷ or a similar state law. Employees who contract COVID-19 as a result of their job duties may be covered by Workers’ Compensation with respect to their medical care and time off work.⁸
- Employees at high-risk of serious illness from COVID-19:⁹ Employees who may need leave or other accommodations because they have health conditions that may put them at higher risk of getting seriously ill from COVID-19 may be covered under the Americans with Disabilities Act (ADA).¹⁰ Where telework is possible, this is likely to be a simple

⁶ For a list of state statutes providing for paid sick leave see: <https://www.nationalpartnership.org/our-work/resources/economic-justice/paid-sick-days/paid-sick-days-statutes.pdf>. Wherever possible, you should consult with state legal counsel regarding state laws.

⁷ FMLA, 29 U.S.C. § 2601, *et. seq.* To qualify for FMLA, employees must have worked 1,250 hours in the previous 12-month period, and the employee must have been employed by the employer for at least 12 months (does not have to be consecutive months); the employer must have 50 or more employees. FMLA leave may be used for a “serious health condition,” which is defined as “an illness, injury, impairment or physical or mental condition that involves inpatient care” (typically, an overnight hospital stay) or “continuing treatment by a health care provider.” 29 CFR § 825.113. Continuing treatment usually means an incapacitating condition that lasts for at least three consecutive days and requires ongoing medical treatment, such as multiple appointments with a health care provider or a single appointment and follow-up care like prescription medication. *Id.*

⁸ Workers’ Compensation laws vary by state, and states may make decisions about coverage in response to conditions in their state. See, for example, Washington’s expansion of workers’ compensation coverage to health care workers and first responders who are quarantined: <https://www.governor.wa.gov/news-media/inslee-announces-workers-compensation-coverage-include-quarantined-health-workersfirst>. Information regarding coverage for federal employees can be found here: <https://www.dol.gov/owcp/dfec/InfoFECACoverageCoronavirus.htm>

⁹ CDC information for higher risk individuals can be found here: <https://www.cdc.gov/coronavirus/2019-ncov/specific-groups/high-risk-complications.html>

¹⁰ ADA, 42 U.S.C. § 12101, *et. seq.* The ADA applies to employers with 15 or more employees and to state and local governments. In general, the ADA requires employers to provide for reasonable accommodations to employees with disabilities and prohibits discrimination on the basis of disability. “Disability” is defined as a physical or mental impairment that substantially limits one or more life activity. The health conditions identified by the CDC as creating higher risk for serious illness from COVID-19 – heart disease, diabetes, and lung disease – would almost

accommodation for an employer to provide. Of course, most school employees would not be able to carry out many of their job functions by telework. In these circumstances, leave should be considered as a possible reasonable accommodation.

- **Employee is quarantined:** Where an employee is quarantined based on their actual or potential exposure to COVID-19, but the employee is not ill, there are arguments to be made that their job is protected but the arguments are untested as of yet. We recommend that affiliates argue that the FMLA applies in such situations on the theory that the “serious health condition” criteria is met and that affiliates argue that the ADA applies as well because such individuals are “regarded as” having a disabling condition. These are novel and untested arguments. Finally, state workers’ compensation laws may apply in very limited circumstances where the potential exposure occurred as part of the employee’s job duties and the state has interpreted or expanded its law to apply to quarantines. Note that unemployment insurance may be available in some states when an employee is required to miss work because of a quarantine.
- **Employee caring for ill family member:** An employee who needs to take leave to care for an ill family member may be covered by the FMLA or state leave law.

Note that there may be additional state laws that apply, as well. For example, many states have their own “mini-FMLA” laws or laws related to disability discrimination, which may provide more protection than what is provided under federal law.

Important goals include:

Pay and benefits

- School employees shall be paid their regular rate of pay for all full or partial days when schools in which they are employed are closed due to a pandemic or other health emergency.
- The district shall not cancel or otherwise interrupt insurance, including health insurance, during any closure due to a pandemic or other health emergency.
- Employees shall continue to accrue leave and other benefits during any closure due to a pandemic or other health emergency.
- Employees shall not be required to use paid or unpaid leave when their place of employment is closed due to a pandemic or other health emergency.
- Employees shall not be required to use unpaid leave, including Family and Medical Leave Act leave, prior to using paid leave.

certainly qualify as disabilities. There are likely other conditions, including temporary impairments such as a weakened immune system due to chemotherapy treatment, which would likewise qualify for ADA coverage. Recent EEOC guidance on pandemic response and the ADA specifically states that “employees with disabilities that put them at high risk for complications of pandemic influenza may request telework as a reasonable accommodation to reduce their chances of infection during a pandemic.” https://www.eeoc.gov/facts/pandemic_flu.html

- If personal, sick, child care, or union leave had already been requested and the employee's normal place of work is closed for the entire day due to a pandemic or other health emergency, the employee shall not be considered to have used the requested leave. Other types of leave, including long-term or vacation leave, shall be considered to have been used.
- Have obstacles to using leave been removed? If not, can they be removed? (For instance, has the need for a doctor's note been removed when otherwise required?)

Scheduling

- When changes are made to the schedules of a subset of school employees, such as performing arts teachers or coaches when performances or competitions are cancelled due to a pandemic or other health emergency, they shall be paid their regular rate of pay, and accrue benefits, for all full or partial days.
- If additional hours are necessary to accommodate schedule changes, educators shall receive additional pay commensurate with the additional time.
- Educators shall not be penalized or disciplined if school officials mandate different work schedules where the educators cannot be present in school because they already made personal plans or hold a job with a conflicting schedule.
- Educators who face financial penalties or fees due to the cancellation of plans to accommodate adjusted work schedules shall be reimbursed for those penalties or fees.
- If class sizes increase, the appropriate number and type of staff shall be provided; keep in mind that special needs and English-language learners may be particularly challenged in such contexts and may need additional support.
- If school nurses, psychologists, or other health professionals are called upon to do additional work, workloads shall be appropriate and manageable, and compensation shall be increased.

Labor-management coordination

- Create a labor-management committee, if one doesn't exist, to address issues related to health emergencies as they arise. A labor-management committee can address issues, through MOUs or temporary changes to contracts or working conditions, and facilitate necessary changes.

Academic flexibility

Schools may seek to provide classes online, and other services could be potentially provided depending on what type of closure takes place. Keep in mind that not all instruction can be effectively provided online, and not all students will have access to the internet or the equipment necessary for online learning. In addition, it may be more difficult to provide online classes for the younger elementary school grades. In the context of higher education, note that the Department of Education has issued [guidance for interruptions of study related](#)

to coronavirus (COVID-19), and that, to date, some colleges and universities have instituted temporary closures or moved to online-only courses.

The need for paraeducators does not disappear when classes are provided online. Schools should make plans for paraeducators to individualize online work for some students. In addition, some services, like Individualized Education Programs (IEPs), may require adjustments and students may need compensatory services.

- What preparation can be done in advance of school closures to prepare online learning, both with respect to curriculum development and student preparedness?
- Ensure that all staff and students will receive training on technology.
- Increase the amount of preparation/planning time allotted for this style of delivery.
- Ensure that technology staff do the set up and have the appropriate time and resources to prepare.