



SCAN

Windham Central Supervisory Union provides leadership and resources to ensure a strong educational system for all students.

1219 Vermont Route 30 ♦ Townshend, VT 05353

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www.windhamcentral.org

Return to Work and Leave Information 2020-21 School Year

Employees are expected to work their scheduled work hours in order to receive payment for wages unless approved for paid leave under the Families First Coronavirus Response Act (as outlined below) or their employment contract. Applications and certifications supplied last school year, at the beginning of the school shutdown due to COVID-19, will need to be updated as they are no longer effective.

If you are unable to return to work to start the 2020-21 school year, please be sure to contact **HR by August 31st**, so that arrangements can be made for you and our students.

Human Resources Contact:

Lori Langevin, HR Coordinator: 365.9510 and llangevin@windhamcentral.org

As always, any discussion about your health and health risks should start with a discussion with your doctor. Individuals who are at higher risk of severe illness from COVID-19 are encouraged to speak to their doctor about returning to work. The Vermont Department of Health and the Agency of Education have provided the following to help guide you:

“The following individuals might be at higher risk for severe illness from COVID-19. If you have staff members or teachers age 65 or older, or with serious underlying health conditions, encourage them to talk to their healthcare provider to assess their risk and to determine if they should avoid in-person contact in which physical distancing cannot be maintained. Based on what we know now, those at higher risk for severe illness from COVID-19 are:

- People 65 years and older
- People of all ages with underlying medical conditions, particularly if not well controlled, including:
 - o People with chronic lung disease or moderate to severe asthma
 - o People who have serious heart conditions
 - o People who are immunocompromised, including those undergoing cancer treatment, bone marrow or organ transplantation, and those with immune deficiencies, poorly controlled HIV or AIDS, and prolonged use of corticosteroids and/or other immune weakening medications

Windham Central Supervisory Union

will ...place students at the center of our decision-making.
...build trust and respect by acting ethically, transparently, and with integrity.
...operate as a community of learners, committed to developing the skills and capabilities of all.
...collaborate, share and seek creative solutions.

- o People with severe obesity (body mass index [BMI] of 40 or higher)
- o People with diabetes
- o People with chronic kidney disease undergoing dialysis
- o People with liver disease”

The following options MAY be available to you with acceptable certification:

1. Paid leave under the Families First Coronavirus Response Act (FFCRA);
2. Job protected leave under the Family Medical Leave Act (FMLA) or VT Parental and Family Leave Law (VPFL) for those who qualify;
3. Available and appropriate personal paid leaves under contract;
4. Unpaid leave under the Americans with Disabilities Act as Amended (ADAA) for those who qualify;
or
5. Unpaid leave of absence for a specific duration.

In addition to the leaves outlined above, other special considerations may be available to those at higher risk who are interested in returning to work. These considerations may include, but are not limited to:

1. Personal Protective Equipment (PPE) (e.g., N95 masks, face shields, body protection, protective barriers, gloves) to limit exposure.
2. Remote work may be considered if an employee can efficiently and effectively conduct all the essential functions of their job remotely.

Families First Coronavirus Relief Act

FFCRA creates two new emergency leave benefits for eligible employees:

- A. emergency paid family and medical leave; and
- B. emergency paid sick leave.

Key provisions of FFCRA are summarized below. These leave benefits are set to expire 12/31/20.

A. Emergency Family Medical Leave (EFML)

Qualifying Reason for Leave:

Employees who are unable to work (or telework) because they need to care for their child whose school is closed, or whose child care provider is unavailable because of COVID-19 or other similar public health emergency.

Eligibility:

Available to employees who have been employed a minimum of 30 days

Duration:

Up to 12 weeks.

Compensation and Benefits:

1. The first ten (10) days of EFML is unpaid, but employees may elect to substitute other paid leave benefits during this period (e.g., EPSL leave (below), paid vacation leave).
2. After the initial unpaid ten (10) day period, employees shall be paid two-thirds of their regular compensation, up to a maximum of \$200 per day or \$10,000 in the aggregate.
3. The FMLA's job protections apply to EFML.

Certification:

Employees requesting EFML may be required to provide acceptable documentation to support the reason for leave.

B. Emergency Paid Sick Leave (EPSL)

Qualifying Reason for Leave:

1. The employee is subject to a federal, state, or local quarantine or isolation order due to COVID-19;
2. The employee has been advised by a healthcare provider to self-quarantine because of concerns related to COVID-19;
3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis;
4. The employee is caring for an individual who is quarantined or advised by a healthcare provider to self-quarantine;
5. The employee is caring for a son or daughter if the school or place of care for the child has been closed, or the child care provider is unavailable, because of COVID-19 precautions; or
6. The employee is experiencing any other, substantially similar condition, as specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

Eligibility:

All employees for immediate use, regardless of their length of employment

Duration:

Up to two weeks (or up to the average number of hours worked over a two-week period). There is no carry-over of leave allowed or payout of unused leave upon separation.

Compensation:

1. For reasons 1 - 4 above: Employees shall be paid their regular compensation, up to a maximum of \$511 per day.
2. For reasons 5 and 6 above: Employees shall be paid either two-thirds of their regular compensation or the minimum wage, whichever amount is greater, up to a maximum of \$200 per day.

Certification:

Employees requesting EPSL may be required to provide acceptable documentation to support the need for leave. This certification may include, but is not limited to, medical certification, quarantine orders, notice from the childcare provider/school.

Return to Work and Paid Leave Q&A**I am feeling anxious about returning to work, where can I get help?**

It is not uncommon for anxiety and stress levels to increase during the pandemic and spike when schools reopen and people are in contact with potential COVID carriers. If you have a chronic condition or suffer from anxiety, you are encouraged to talk to your healthcare provider.

You are also encouraged to contact Invest EAP for free counseling services and other resources to help you through this pandemic. EAP provides all employees and their family members with confidential, short-term counseling, assessment, and resource and referral information on a variety of life and work issues.

The contact information for Invest EAP is here ([link](#)).

What if I have more than one qualifying event under EPSL (e.g., I need to quarantine for 14 days, then later experience symptoms of COVID-19)?

Paid leave under EPSL is a total of up to two weeks combined for all qualifying events. However, employees may access their available and appropriate paid leaves under contract for any additional time needed with acceptable medical certification. Unpaid leave may also be considered.

If I choose to travel out of state to a location that requires me to quarantine for 14 days upon my return, can I access leave under EPSL during the quarantine period?

The District prohibits folks from non-essential travel out of state to locations that require them to quarantine upon return (for work or personal reasons) unless the person has been approved in advance to work remotely during the quarantine period. If you are not scheduled to work remotely during the period of quarantine and need to travel for essential reasons, please contact your supervisor and Human Resources to access leave under EPSL upon your return from travel. Please refer to the ACCD Cross State Travel Information from the Vermont Agency of Commerce.

Can I take leave under EFML intermittently if my child's school or childcare provider closes for short periods of time throughout the 2020-21 school year?

EFML can be used intermittently through 12/31/20. This means if your child's school or childcare provider is closed temporarily (or only open for a partial day) as a result of the health pandemic, EFML can be accessed for the period of time in which the school or childcare provider is closed through 12/30/20.

Once EFML and/or EPSL leaves are exhausted, can I access my available paid leaves under contract?

Once available EFML and/or EPSL are exhausted, employees may access their available paid leaves under their contract for the qualifying reasons as outlined below:

1. For reason 1 - 3 outlined under EPSL above, employees may be able to access their available vacation, personal, floating holidays or sick leave with acceptable medical certification.
2. For reason 4 - 6 outlined under EPSL above, employees may be able to access their available vacation, personal, floating holidays or family leave with acceptable certification. Sick leave cannot be accessed for these reasons.

If I exhaust my available EFML and/or EPSL leaves and my available and appropriate paid leaves under contract and still need additional leave, what are my options?

Depending on the circumstance, unpaid leave may be considered. Extended periods of unpaid leave may result in the loss of health and other insurances under the District's group plan. In this event, employees will be given the right to continue their health insurance coverage at their own expense under COBRA for up to 18 months.

Employees ordered to self-quarantine may also be eligible for unemployment insurance if the leave is unpaid.

If I access leave under EFML and/or EPSL, will this leave count against my annual 12 weeks of FMLA leave should I have a different FMLA qualifying event?

Any leave taken under EFML and/or EPSL shall be counted as FMLA leave for those who qualify. This means that if you use leave under EFML and/or EPSL, the leave you have available under FMLA during the same 12-month period will be reduced by the amount of leave taken if you have another qualifying event (e.g., birth/adoption of a child, serious health condition of yourself or a covered family member).

What do I do if I come down with COVID-19 symptoms?

You must not come to work if you are experiencing any of these symptoms: cough, fever, shortness of breath, chills, fatigue, muscle pain or body aches, headache, sore throat, loss of taste or smell, congestion or runny nose, nausea, vomiting or diarrhea.

Please be sure to contact your healthcare provider, report your absences to your supervisor, and contact Human Resources to determine appropriate leave use and other requirements. Medical certification shall be required for absences in excess of three consecutive days.

You'll also need to follow the VT Department of Health self-isolation requirements.

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What should I do if you come into close contact with someone who tested positive for COVID-19?

Please be sure to follow the VT Department of Health Guidance, which requires self quarantine for 14 days, or self quarantine for 7 days followed by a negative COVID-19 test result. Paid leave may be available under VPFL to cover the quarantine period. If you have exhausted your leave under VPFL, you may be able to access available and appropriate leaves under your contract.

What if I come into close contact with someone who is diagnosed with COVID-19 at work and have to quarantine? Will I still be paid?

If you come into close contact with someone who is diagnosed with COVID-19 during the performance of your work duties and you are required to quarantine, you may be assigned remote work duties during the period of quarantine. You will continue to be paid during this quarantine period whether or not remote work is available for you to complete. Any paid leave granted shall be applied against your available leave under VPFL, but will not count against your leaves under your contract.

What if I am approved for leave (paid or unpaid) and the District switches to remote instruction? Can I alter my leave request to work remotely?

No, once you have been approved for leave, whether paid or unpaid, you must continue your leave through the approved duration regardless of the phase of instruction we are in.

I was diagnosed with COVID-19 and believe I may have contracted it at work. What should I do?

If you are diagnosed with COVID-19 and believe you contracted it at work, please report this to your supervisor so a First Report can be completed and submitted to our workers compensation carrier. The District and/or their insurance carrier will make reasonable efforts to conduct an investigation into the claim. These reasonable efforts may include:

- Asking you questions about how you think your COVID-19 was contracted and why you think that.
- Making inquiries about your work and nonwork activities, and possible exposure, leading up to the diagnosis.
- Investigating your work environment to determine whether COVID-19 exposure was possible. This might include considering whether other employees in the work area have tested positive, your job duties and exposure to the public, and whether the work areas are crowded and do not facilitate social distancing.

I am a teacher and would like to continue to work remotely. Is this an option for me?

Since student management is an essential function of teaching, continuing to work remotely is not a reasonable accommodation unless all students you serve are also learning remotely.

Decision Making for School District Operations for the 2020-2021 School Year

Rev. August 4, 2020

Background

The Agency of Education (AOE) and Department of Health's Safety and Health Guidance for Reopening Schools, Fall 2020 and the AOE's Hybrid Learning During the 2020-2021 School Year established the basic state-level direction for reopening schools for the 2020-2021 school year, and described both the health requirements and the instructional options necessary to ensure their continuous operation. The purpose of this guidance is to describe the decision making considerations for implementing this guidance to provide clarity around the various roles in the decision making process.

Instructional Dispositions

School districts will have three instructional dispositions available to them:

1. In-Person Learning – Students receive instruction at school;
2. Remote Learning – Students receive instruction online or through distributed materials; and
3. Hybrid Learning – Some combination of in-person learning and remote learning.

School districts will have the authority to decide which instructional dispositions will be implemented in their schools. School districts should describe their instructional dispositions through policy or administrative procedure. See Hybrid Learning During the 2020-2021 School Year for considerations for these policies and procedures.

The Secretary of Education will require superintendents to submit a monthly report on the percentages of students in each instructional disposition and their grade levels.

Statewide Public Health Conditions

The Safety and Health Guidance for Reopening Schools, Fall 2020 refers to three levels or steps for health precautions necessary to implement in-person instruction. These step levels will be determined by the Department of Health based on an assessment of state-level health conditions. All Vermont schools will be placed at the same step level.

- Step 1 – Community spread; school is closed for in-person instruction through health order or executive order;
- Step 2 – Virus is suppressed but a high degree of school-level protections are implemented; and
- Step 3 – Virus is suppressed but a limited degree of school-level protections are implemented.

The Department of Health will determine step levels based on the data being used by the Governor's COVID-19 leadership team to inform Vermont's COVID-19 response. See the [Department of Financial Regulation COVID-19 Resource Center](#) for more information.

Closing Schools for In-Person Instruction

Other than under Step 1, the decision to close schools or certain classrooms for in-person instruction will be made by the local superintendent after consulting with the Department of Health.

Fwd: Invoices and Letter of Engagement

From: carolyn partridge (carolyn.w.partridge@gmail.com)

To: rpcumming@snet.net

Date: Monday, August 10, 2020, 04:55 PM EDT

Sent from my iPhone

Begin forwarded message:

From: carolyn partridge <carolyn.w.partridge@gmail.com>

Date: July 31, 2020 at 8:08:12 AM EDT

To: Michelle Mraz <mmraz@mblawoffice.com>, Mark Oettinger <moettinger@mblawoffice.com>

Cc: Lescha Carpenter <lcarpenter@mblawoffice.com>, Antje Ruppert <antje@sover.net>, William Anton <wanton@windhamcentral.org>, Laurie Garland <lgarland@windhamcentral.org>

Subject: Re: Invoices and Letter of Engagement

Hi Michelle - I am copying Mark and Lescha here, as well as Antje Ruppert, the Chair of the Windham School Board, WCSU Superintendent Bill Anton, and WCSU Business Manager Laurie Garland in the hopes of better, clearer communication because I think, in large part, that is the problem here.

First of all, I want to express my thanks to Mark for his expert help in doing what we hired him to do, which was craft ballot articles for us. It was good to know that they were done correctly.

I have now had a chance to review the invoices in an attempt to figure out how our balance got so high and am puzzled by a number of them. First of all, I'd note that the Letter of Engagement was signed on September 17, 2018, but the first invoice charges us for a 1.7 hour conversation that I had with Mark on July 3rd, 2018, before it was signed. Perhaps I am being naive but when Margaret Maclean suggested I call Mark, I had no idea it would be on the clock, especially since we talked about several things, including personal connections, not directly related to the matter at hand.

Additionally, on subsequent invoices there were a number of calls and emails to and from Attorneys Kelley, McGillion, and Merriman all of whom were representing Windham in the Act 46 Athens, et.al., lawsuit. It was our understanding that Mark was not representing us in that lawsuit and, in fact, Windham residents contributed to another fund to support that effort. As I stated earlier in this email, we hired Mark to help us craft ballot articles to be voted on in Windham, not to represent us in the Act 46 lawsuit. This seems to account for a lot of the charges that I would contend were unnecessary given the fact that I was kept apprised of what was going on by Margaret Maclean and David Kelley.

Now I would like to address the means of communication regarding the invoices. I signed the Letter of Engagement electronically and admittedly did not understand that the invoices would be sent via email. However, the Letter of Engagement does not specify that the emails would be coming from a third party, in this case Practice Panther, not Montroll, Backus, and Oettinger. This was unfortunate because I did not receive them and a lot of this confusion regarding what Mark was doing for us could have been cleared up in early 2019.

You might argue that I had received them because they were sent to my email address but if my spam filter pulled them out and I had no idea that we were being charged for Act 46 lawsuit issues, how would I know that we were being charged anything? Had they come from your office, I would have likely received them as I did Lescha Carpenter's email of July 24. In fact on at least one, if not more, occasions when we needed additional ballot language help, I said to Mark in phone conversations that I had no idea what our balance was. That might have indicated that there was a problem and it would have been an opportunity

to bring up the subject of our balance and why there hadn't been a payment in two years! I actually had no idea that we had even spent our initial \$1500.

I will end this email the way I started it. I really appreciate the work Mark did for us regarding the ballot articles as we charted our course through the Act 46 alternative governance structure morass. There were a couple of nail-biting moments when we hadn't received the work as promptly as I had hoped but we did get it in the nick of time. I would like to be fair about this but think it's important that adjustments be made regarding our bill and the charges made in relation to the Act 46 lawsuit, which is not why we hired Mark. Windham is a small school that struggles for survival and I would rather not have it have to pay for services that were not asked for or necessary. Thanks for your consideration, Carolyn Partridge

On Tue, Jul 28, 2020 at 5:27 PM Michelle Mraz <mmraz@mblawoffice.com> wrote:

Hi Carolyn,

Please see the attached invoices and Letter of Engagement. I will send hardcopies by mail, as we discussed.

It was a pleasure to speak with you. Please let me know if I can be of further assistance.

Best,

Michelle Mraz

Business Manager

Montroll, Backus & Oettinger, P.C.

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