

## **ADDENDUM – RESPONSE TO COVID-19**

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The following Handbook Addendum has been established by the WUSD in order to assist with maintaining the health and safety of staff during the COVID-19. This Addendum is based on guidance from Federal, State, and local health departments, which is subject to change, and the WUSD reserves the right to modify, revoke, suspend, terminate, or change any or all items contained in this Addendum, in whole or in part, at any time with or without notice.

### **ABSENCE PROCEDURES**

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Absences must be entered into the Frontline Absence Management system as soon as possible to allow time for sub coverage and/or re-assignment of staffing.

#### **School Work Leave**

School Work Leave must be pre-approved by the employee's building administrator and is subject to approval by a central office administrator. Attendance at virtual conferences are preferred during the course of the pandemic, however, consideration and approval may be given for in-person conference events. Absences may be denied if coverage cannot be secured.

#### **Personal Leave**

Personal Leave will be approved using established policy. The WUSD reserves the right to cancel or deny coverage of personal leave if adequate staffing is not available.

#### **General Leave Due to COVID-19 Reasons**

If the need or cause of the usage of sick leave is COVID-19 related or potentially COVID-19 related, sick leave must be communicated to the employee's building administrator and entered into the Frontline Absence Management system as soon as possible but no later than one hour prior to the employee's scheduled start time. Four COVID-19 leave types are available to report the absence in Absence Management:

- ❖ COVID -19 - Fail Symptom Check
- ❖ COVID-19 - Child Quarantine
- ❖ COVID-19 - Self- Quarantine
- ❖ COVID-19- Isolation
- ❖ COVID-19 Working From Home

Employees reporting a COVID-19-related absence may not return to work until receiving approval from the WUSD Nurse or Director of Human Resources.

### **Telecommuting During COVID-19 Quarantine or Isolation**

Whenever possible, employees that are required to quarantine are encouraged to telecommute during the quarantine period.

Certified staff, clerical, supervisory and administrative employees may work from home during periods of quarantine and/or isolation. Paraprofessional employees may be approved for telecommuting work on an individual basis to continue/provide services to students. While telecommuting, the employee is considered in active employment status and no leave is used during the quarantine or isolation period.

### **Multiple Periods of Quarantine and/or Isolation**

If an employee uses all available Emergency Paid Sick Leave for quarantine, isolation or other covered absences related to COVID-19 illness or exposure, the employee may be eligible for continued pay. Employees required to be in isolation due to a diagnosis of COVID-19 will receive full pay for each scheduled work day that is included in the isolation period. Employees required to be in quarantine due to COVID-19 exposure will receive pay at a rate of  $\frac{2}{3}$  average pay rate for each scheduled work day that is included in the quarantine period.

### **General Leave - Unrelated to COVID-19**

Absences requiring the use of general leave for illness or medical care will be administered according to established policy. Employees should make every effort to schedule appointments outside of scheduled work hours.

### **Extended and Unpaid Leave**

Unpaid leave for reasons not related to illness, must be pre-approved by the employee's supervisor and the Director of Human Resources. The absence should be entered into Frontline Absence Management in advance of the occurrence, except in the case of an unforeseen circumstance or emergency. The absence may be denied if coverage cannot be secured.

Unpaid leave for reasons related to illness must be communicated to the employee's building administrator or supervisor and entered into the Absence Management system as soon as possible, but no later than one hour prior to the employee's scheduled start time.

During the 2020-21 school year, the WUSD will accept requests for extended unpaid leave of absence from all regular employees with more than six months of continuous service. Reasons for extended leave of absence may include being a person in a higher-risk category for COVID-19, the need to care for children or family members or other pandemic related reasons. Approval of extended unpaid leave requests are at the sole discretion of the Board of Education.

## **ASSIGNMENTS AND WORK SCHEDULES**

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If it is determined that there is a necessity and availability to adjust scheduled work hours, primarily to address circumstances of an emergency or temporary nature, hours may be adjusted at the discretion of the WUSD. In addition, the WUSD maintains the authority to reduce, increase, split, or re-assign positions as it deems fit and in the best interest of the WUSD to do so. This includes temporary reassignments to cover positions on a day-to-day or long-term basis.

## **CONFIDENTIALITY**

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Wis. Stat. § 118.125 outlines the confidentiality of all student records including behavioral, health and academic records. Unless an individual has a “right to know,” the academic, health, and behavioral records of students are not to be shared. This can be carried forward to both the written record and verbal conveyance of student health, academic, and behavior progress (or lack thereof). Open discussion of student progress, behavior, or health issues with individuals that do not have a “right to know” could be contrary to Wisconsin Statutes and could compromise professional accountability and could result in disciplinary action, up to and including termination. These statutes are not intended to restrict staff from asking for assistance or ideas on how to handle a particular situation.

Unless an individual has a “right to know,” the health information of an employee is not to be shared. This can be carried forward to both the written record and verbal conveyance of the employee’s health information. Discussion of employee’s health information with individuals that do not have a “right to know” could compromise professional accountability and could result in disciplinary action, up to and including termination.

## **FAMILY FIRST CORONAVIRUS RESPONSE ACT (FFCRA)**

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On March 18, 2020, the federal government enacted the Families First Coronavirus Response Act. This bill includes:

- ❖ Emergency Family and Medical Leave Expansion Act
- ❖ Emergency Paid Sick Leave

The Emergency FMLA Leave Expansion Act and Emergency Paid Sick Leave Act are both effective April 1, 2020, through December 31, 2020.

### **EMERGENCY FAMILY AND MEDICAL LEAVE (FMLA) EXPANSION ACT**

The FFCRA provides up to 12 weeks of job-protected leave for employees who are unable to work (including telework) due to specific reasons related to COVID-19.

#### **Covered Employer**

A covered employer includes private employers with fewer than 500 employees and most public employers; school districts are covered employers. The WUSD is a covered employer for the purposes of these leave provisions.

### **Eligible Employees**

An eligible employee is one who has been employed by a covered employer for at least 30 days prior to the leave.

### **Leave and Pay Entitlement**

The Emergency FMLA Leave Expansion Act requires covered employers to provide leave and pay to eligible employees, who are providing care for a minor child(ren) because of school or other childcare closures for reasons related to COVID-19 as follows:

- ❖ The first 14 days of Emergency FMLA Leave may be unpaid. An employee may elect to use available paid time off (e.g., sick leave, personal leave, vacation, etc.); however, an employee cannot be required to use such available paid time off.
- ❖ After the first 14 days of Emergency FMLA Leave, the covered employer is required to provide paid leave for the remainder of the leave, up to 10 weeks. The paid leave must be equal to at least two-thirds the employee's regular rate of pay for the number hours the employee would otherwise normally be scheduled to work. The paid leave is not to exceed \$200 per day and \$10,000 in the aggregate.

### **Job Restoration**

Generally, employers are required to restore employees to the jobs they had prior to taking leave.

## **EMERGENCY PAID SICK LEAVE ACT**

This Act provides paid leave for employees who are unable to work (including telework) due to specific reasons related to COVID-19.

### **Covered Employers**

The WUSD is a covered employer.

### **Eligible Employees**

All employees (even new employees) of the covered employer are eligible for two weeks of paid sick time for specified reasons related to COVID-19. Employees employed for at least 30 days are eligible for up to an additional 10 weeks of paid family leave to care for a child under certain circumstances related to COVID-19.

### **Leave and Pay Entitlement**

Employers must provide 2 weeks (up to 80 hours) of paid sick leave as follows:

## **Full-time Employees**

- ❖ Regular rate of pay (up to \$511/day) when the employee is unable to work due to:
  - self-quarantine (pursuant to a government order or health care provider advice);
  - to seek a diagnosis or preventive care; or
  - to receive treatment for COVID-19
  
- ❖ Two-thirds of the employee's regular rate of pay (up to \$200/day) when the full-time employee must care for:
  - an individual subject to quarantine
  - an at-risk family member adhering to a requirement or recommendation to quarantine due to exposure to or symptoms of COVID-19;
  - a child whose school or childcare provider is closed due to COVID-19; or
  - other substantially similar conditions as specified by the U.S. Secretary of Health and Human Services.

## **Part-time Employees**

- ❖ Regular rate of pay for the average (the average number of hours worked in a typical two-week period up to \$511/day) when the employee is unable to work due to:
  - self-quarantine (pursuant to a government order or health care provider advice);
  - to seek a diagnosis or preventive care; or
  - to receive treatment for COVID-19
  
- ❖ Two-thirds of the employee's average number of hours they work in a typical two-week period at two-thirds of their typical pay (up to \$200 per day) when the part-time employee must care for:
  - an individual subject to quarantine
  - an at-risk family member adhering to a requirement or recommendation to quarantine due to exposure to or symptoms of COVID-19;
  - a child whose school or childcare provider is closed due to COVID-19;

- or other substantially similar conditions as specified by the U.S. Secretary of Health and Human Services.

### Sequencing of Paid Leave

An eligible employee may use Emergency Paid Sick Leave before the employer-provided paid leave and must not be required to exhaust all employer-provided leave before using Emergency Paid Sick Leave.

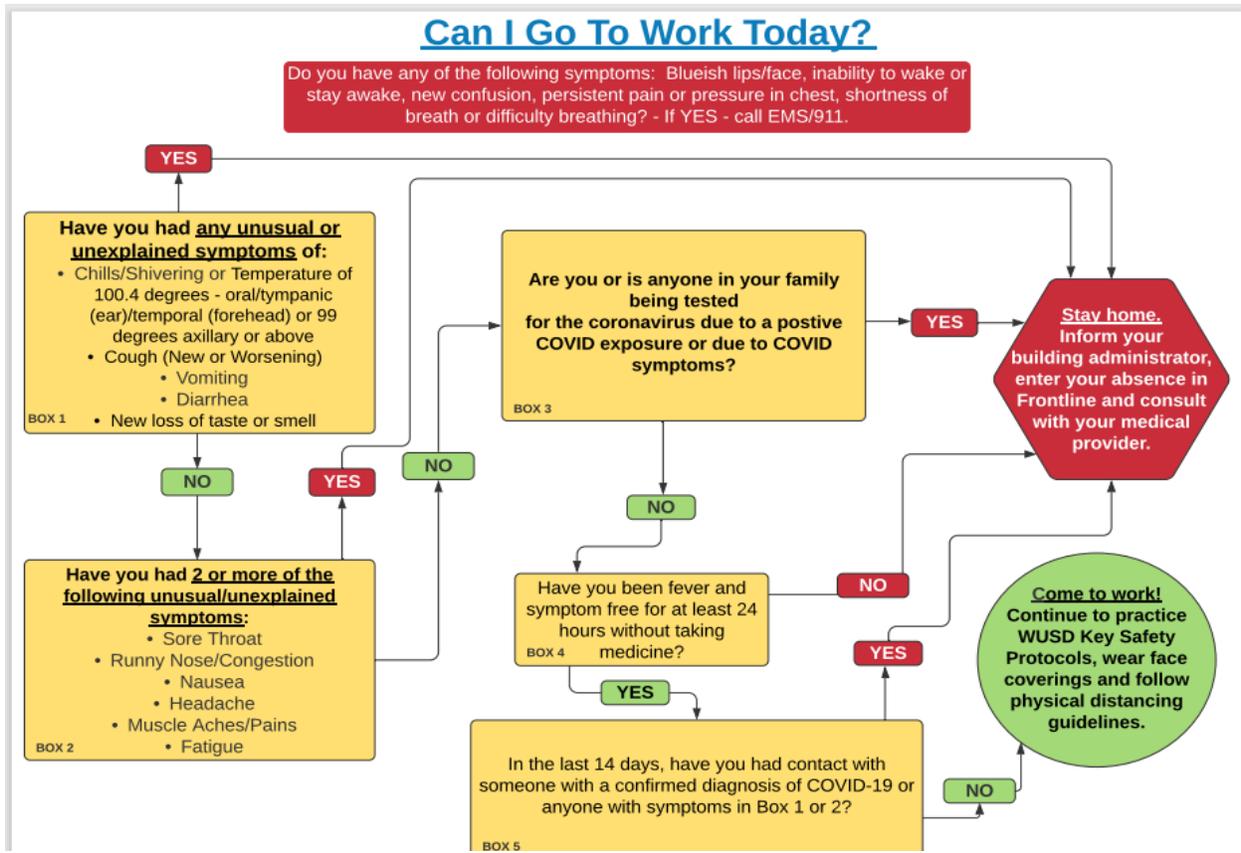
Emergency Paid Sick Leave does not carry over to 2021 and does not need to be paid out upon an employee’s termination.

## PREVENTION OF SPREAD COMPLIANCE

New health and safety protocols will impact many aspects of school operations. Health and safety recommendations may change during the school year as new best practices develop and may vary from one community to another. The WUSD will focus on educating staff about the symptoms and risks related to COVID-19.

### Daily Symptom Check

All employees must complete the WUSD symptom check currently administered through Survey Monkey at this link: <https://www.surveymonkey.com/r/BGZGRYT>. Employees experiencing any COVID-19 symptoms or situations as described in the daily symptom checker are prohibited from attending work for that day. Symptom checks must be completed by 6:30 a.m. each work day, or at least 1.5 hours before a scheduled start time. Employees must evaluate their health and well-being according to the following chart.



## Symptom Check Review Chart, 8/28/2020

### **Duty to Report Exposure**

If an employee tests positive for COVID-19 or has been exposed to someone that has tested positive for COVID-19, that employee must contact the Director of Human Resources or WUSD Nurse as soon as possible.

If an administrator or a staff member is made aware of an employee with COVID-19, they must contact the Director of Human Resources immediately. This information is considered confidential health information and should not be shared with anyone else at this point in the process.

The Director of Human Resources or District Nurse will contact the employee directly to discuss a plan of care and requirements to return to work. In addition, the Director of Human Resources will provide guidance on how to apply for FMLA expansion under the FFCRA.

The name of the employee with COVID-19 cannot be shared, however, building location, position, dates of working together, etc. may be provided as additional context only if necessary.

### **Travel Restrictions**

Staff play an active role in mitigating the transmission of COVID-19. Their actions could ultimately have a significant effect on the operations of the WUSD. Although the WUSD cannot prohibit or limit personal travel, staff are strongly encouraged to exercise caution to prevent substantial consequences.

### **Workplace Safety**

Health and safety protocols will impact many aspects of school operations, in which recommendations may change during the school year. All employees are expected to fully comply with all health and safety protocols at all times while on the premises of WUSD facilities.

### **Educational Materials**

All buildings will have signage providing employee education. Samples include, but are not limited to:

- ❖ COVID-19 symptoms and how they compare to cough, flu or allergies
- ❖ Proper handwashing and face covering techniques

### **Personal Protective Equipment (PPE) and Supplies**

Buildings will be provided with PPE and safety supplies. Samples include, but are not limited to:

- ❖ Face covering and/or shields
- ❖ Gloves
- ❖ Hand sanitizer
- ❖ Infrared thermometers
- ❖ Disinfectant wipes/spray

### **Communication**

- ❖ Frequent and systemic communications will be provided to staff as it becomes available.

### **Safety Expectations**

The following are on-going safety expectations:

- ❖ All employees will be required to wear a face covering, unless approved by the Director of Human Resources due to a medical condition. Cloth face coverings from home are acceptable but must be washed regularly. Personal protective equipment (PPE) may vary throughout the District based on position requirements.
- ❖ Maintain physical distancing of 6 ft. when at all possible and avoid congregating in close proximity, ie: conference rooms, supply closets, work rooms, etc.
- ❖ Maintain frequent and proper hand washing or sanitizing throughout the workday.
- ❖ Disinfect frequently touched surfaces, ie: printers/copiers, door handles, shared screens, etc

### **Training**

Staff may be required to participate in training events related to COVID-19 throughout the school year.

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## **TELECOMMUTING**

Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their workweek. Telecommuting is a viable, flexible work option when the employee cannot perform their work in person due to reasons related to, but not limited to:

1. Employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;

2. Employee has been advised by a health care provider to self-quarantine related to COVID-19;
3. Employee is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. Employee is caring for an individual subject to quarantine or advised to quarantine;
5. Employee is caring for a child if the school or place of care is closed due to COVID-19 precautions;
6. Employee is experiencing any other similar condition as defined by Health and Human Services (HHS) or Department of Labor (DOL)
7. In the event that schools are closed by order of the Superintendent or binding legal authority.

Telecommuting may not be feasible for all positions, and in no way changes the terms and conditions of employment. Telecommuting arrangements will be reviewed on a case-by-case basis, focusing first on the business and/or education needs, and must be pre-approved by the Superintendent or designee. A telecommuting arrangement may be discontinued at any time at the request of the WUSD. Every effort will be made to provide as much notice as possible of such change to accommodate commuting, childcare and other factors that may arise from the termination of a telecommuting arrangement. There may be instances, however, when no notice is feasible.

Telecommuting is not designed to be a replacement for childcare. Although an individual employee's schedule may be modified to accommodate childcare needs, the focus of the arrangement must remain on meeting WUSD needs.

All WUSD policies and procedures shall be followed while teleworking. As representatives of the WUSD, employees are expected to exercise professionalism at all times. Telecommuting employees should have a designated space to perform their work without personal interruptions and will be expected to ensure the protection and confidentiality of WUSD and student information accessible from their remote location.

### **Time Worked**

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using the WUSD's True Time time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the telecommuter's supervisor. Failure to comply with this requirement may result in the termination of the telecommuting agreement.

## **Work Space**

Employees are expected to maintain their remote workspace in a secure and safe manner, free from safety hazards. The employee agrees to follow the expectations and requirements listed herein.

1. Employee agrees to maintain a clearly defined workspace that is clean, free from distractions and obstructions, and is in ergonomically sound condition.
2. Desk, chair, computer, and other equipment are of appropriate design and arranged to eliminate strain on all parts of the body.
3. The work area is adequately illuminated with lighting directed toward the side or behind the line of vision, not in front or above it.
4. Exits are free of obstructions.
5. The area is well ventilated and heated.
6. Storage is organized to minimize risks of fire and spontaneous combustion.
7. Employee will ensure that any WUSD equipment is in a secure location and is fitted with grounding adapters, surge protectors, and/or overload fuses.
8. Employee agrees to use WUSD-owned equipment, records, and materials for purposes of business use only and to protect them against third-party unauthorized or accidental access, use, modification, destruction, or disclosure.
9. Employee agrees to report to the supervisor instances of loss, damage, or unauthorized access at the earliest reasonable opportunity.
10. Employee is responsible for providing internet connectivity which must be at a sufficient speed to support video/web/audio conferencing and voice-over-IP (VoIP). Employee understands that the WUSD will not be responsible for operating costs, home maintenance, home office expenses, or any other incidental costs (e.g., utilities), associated with the use of the employee's residence.
11. The employee accepts responsibility for maintaining the security, condition, and confidentiality of the WUSD's equipment, data, and materials.
12. If the employee or WUSD terminates employment, and therefore this agreement, for any reason, all equipment and WUSD data and materials will be returned to the WUSD within 48 hours or a mutually agreed upon reasonable time period.
13. Employee is responsible for all expenses related to travel for onsite visits. Expense and travel of and related to training opportunities not on WUSD premises will be the responsibility of the WUSD to the same extent as if the employee were not working remotely.

14. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the company's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable.
15. The employee is liable for any injuries sustained by family members or visitors to his or her home worksite.
16. This telecommuting agreement may be reviewed, modified, or terminated by the WUSD at any time.