

Coronavirus (COVID-19) FAQ

The situation in Maine is evolving quickly, with now several “presumptive” cases of COVID-19 in the state. Understandably, educators have concerns about how to best ensure the health and safety of their students, themselves, and their communities. We also know that educators are contacting their unions with questions about the impacts of potential school closings on their pay and work obligations. The questions and answers below seek to address these questions based on our best knowledge right now.

Does your employer have a written pandemic or COVID-19 response plan?

The [CDC recommends](#) employers have a plan in place to deal with infectious disease outbreaks. For K-12 schools there is specific [CDC guidance](#) that includes a recommendation each school district have an Emergency Operations Plan (EOP).

If your Local Association does not have a written copy of the employer’s plan/EOP, MEA recommends the Local Association request in writing a copy of the plan/EOP from the employer. If the employer does not respond or does not currently have a plan/EOP, the Local Association should notify their MEA UniServ Director. If the employer does not currently have a plan/EOP, the Local Association should ask the employer if it plans on developing one and, if so, the timetable for developing and adopting a plan/EOP.

The CDC recommendations and guidance explain the elements to be considered in a plan/EOP. This guidance includes issues such as encouraging sick employees and students to stay home, addressing employees who are not sick but have a sick family member at home, environmental cleaning, respiratory etiquette and hand hygiene among other issues. In the event the Local Association considers the plan inadequate, the Local Association should identify the deficiencies in writing and request a timetable for updates to be adopted.

While there are elements of the plan/EOP that may be subject to negotiations and other elements that may be subject to meet and consult, MEA believes in the current environment employers will welcome Local Association participation and interests in these matters. If Local Associations run into issues, please contact your MEA UniServ Director.

What happens if our school closes because of an actual or potential outbreak, will we get paid? Will we have to make the days up? Is the district allowed to designate these days as anytime-anywhere learning days?

Several factors will determine the answer to these questions.

[State law requires](#) school districts to maintain schools for at least 180 days a year with 175 days of instruction. The Department of Education issued a Priority Notice yesterday, which addresses flexibility around COVID-19 closures and resulting waiver requests. [Please read the full Priority Notice to understand the scope of flexibility expressed by the DOE](#). Additionally, the state allows anytime-anywhere learning (remote school days) as one day out of the required 175 instructional

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days currently. The [anytime-anywhere learning day](#) requires a short application that addresses issues such as:

- access and equity for all students in implementation of the day
- provision of FAPE for students with disabilities;
- provision of free breakfast and lunch for qualifying students;
- school board approval, and staff, family and community support;
- honoring of all other existing legal requirements, including regional school calendar requirements under 20-A M.R.S. 4801 2-A

Again, it is unknown at this time if the usage of remote school days will be expanded, but there are practical and legal questions around widespread usage of these days.

The default is any days lost due to closure will be made up. This means that similar to snow days, the full contract year will be paid out. When the days occur will be the real question. For those with pay averaging, including almost all teachers, there should not be an interruption of pay for employees. For those school-year hourly employees who do not have pay averaging, pay will be received when the days are worked, unless other arrangements are negotiated with the employer to address a school closure. For full-year hourly employees, first the contract needs to be reviewed to determine if the contract addresses the issue. If the contract does not directly address the issue, determine if there is a practice associated with the closure of school generally. For instance, what happens on a snow day with these full-year positions? If the contract or practice does not cover the situation, the Local Association can generally negotiate over the effects of the shutdown on employees.

If there is a waiver issued by DOE for a reduction in days or an expansion of anytime-anywhere learning days is allowed, a similar analysis will have to be done in each Local Association. Does the contract cover the situation? If not, is there a practice that addresses the situation? If the contract or practice does not cover the situation, the Local Association can generally negotiate over the effects of the shutdown.

A shutdown of schools likely does not, depending on the specific school district plan, create a budget shortfall for the school district. The money is in the budget for the normal full year, there is not a loss of revenue if there is a shutdown. It is important that any shutdown not contribute to any harm done by this outbreak to the local economy by withholding wages from employees.

Along with the steps addressed above, the Local Association will also want to look at layoff and reduction in force contract provisions. A school closure is a temporary layoff of staff. Notice provisions will have to be followed. And for extended layoff, it could potentially trigger eligibility for unemployment.

In summary, the answer is dependent upon what happens, and the contract and practice locally. However, there will be an opportunity to address the issue and local Associations should be proactive in determining the appropriate approach to take. The first step is to determine what your contract requires and does not require currently. If the clear contract language is not determinative, move on to review any relevant practices. If those reviews do not address the

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questions, then the local Association can determine if it wants to address the issue formally now or wait until the actual parameters of an event are known. Regardless, informal conversations should occur with the employer once the review is done to make sure all parties are on the same page and find common ground on these mutual concerns. Please contact your MEA UniServ Director for help with this.

What happens if I am required to create substitute plans or plan for anytime-anywhere learning days in anticipation of possible school closures?

The Maine DOE has recommended that Superintendents request staff to prepare two weeks of lesson plans to be available should the staff person fall ill or need to be quarantined. This is a recommendation, not a mandate. It is a local decision as to how to prepare best for the possible impacts of COVID-19 on student learning.

To start, local leaders should seek a conversation with administration regarding the expectations that have been shared. If school administration has asked for local Association input prior to any expectations being developed, local leaders should take the opportunity to help inform the plan. It is important to clarify what the administration really envisions and expects. It is also essential to discuss what is practical for both students and staff, and then what is reasonable in terms of true continuity of learning and in terms of what can be expected of staff.

Based on what is requested around what plans are to be prepared, an appropriate amount of time should be provided for staff to do the work of creating and developing the plans. This could also include time to collaborate with other educators to share ideas and develop plans together where appropriate. In many school districts, educators may already have some substitute plans developed and on hand should they be out, and those may provide a starting point. However, schools may also have access to curriculum resources that can be shared with staff to help with the preparation of plans. Local Associations should inquire about any additional resources that may be available. The [Maine Curriculum Leaders' Association](#) has compiled, and is continuing to compile, resources to support the planning for continuity of learning in the case of school closures and extended absences. We encourage you to explore the "Remote Learning Activity Examples" for ideas.

If schools are requesting staff to prepare and teach virtually, support for educators utilizing new technology or running into any technical challenges should also be addressed. In addition, teaching virtually may be new for many educators. Support for educators as they try new methods should also be discussed.

Some elements of this planning work may be subject to negotiations and other elements may be part of meet and consult, in which case any impacts can be bargained. Contracts will vary as it relates to provisions around extra work. Local Associations should review the local contract to determine what, if any, provisions may address the circumstances that are occurring in your school district. If you need support around this, please contact your UniServ Director.

If an employee contracts COVID-19 or is forced to miss work because of a quarantine, what are their legal and contractual rights?

First, for any COVID-19 illness or medically required quarantine, the rights and protections would be the same for any other illness, including the ability to use accumulated paid sick leave, and, as applicable, access to short-term disability and sick leave banks. In the event paid time off has been exhausted, contracting coronavirus would likely qualify as a “serious health condition” under the Family and Medical Leave Act (if you are eligible for FMLA) and thus, your health insurance would continue. Once sick leave has been exhausted, other paid leaves (i.e. vacation) that are available to an employee can likely be used as well.

For new employees who have not accumulated much leave yet and/or do not have access to short-term disability or sick banks as well as other employees who have exhausted such leaves, alternative arrangements should be considered with the employer. This could be simply that COVID-19 absences are paid time or potentially accessing future leaves.

Another area to be addressed is the use of sick leave to care for a sick relative. This might be moot as an individual exposed in this regard may well be put out themselves, however, it is important to review the usage of sick leave for the purpose of family illness and if current language does not meet the needs associated with this unique situation, addressing it with the employer.

Finally, if employers insist that employees self-quarantine for one reason or another (i.e. recent travel) and the employee is not under a medical directive to do so, such leave should be as paid administrative leave and not counted against an individual’s accrued time.

Please contact your UniServ Director for help on this issue.

Will my employer be notified if a school employee has contracted COVID-19? What are an individual’s privacy rights if one has contracted COVID-19?

According to Maine law 22 MRS Section 806:

In the event of an actual or threatened outbreak of a communicable disease or other public health threat, the department (Maine Department of Health and Human Services) may order that any person attending or working in a school or day care facility be excluded from work until the department determines that a public health threat no longer exists. The department may exclude any infected person from attending or working in a school or day care facility if that infected person poses a public health threat. An individual excluded pursuant to this subsection shall be permitted to return to the school or day care facility after the department, in consultation with the physician responsible for the individual's care, determines that return is permissible and will not pose a threat to the public health. The department shall notify the superintendent or day care facility administrator of that determination.

Maine law also requires that “notifiable” diseases or conditions must be reported to the Department of Health and Human Services. “Whenever any physician knows or has reason to believe that any person whom the physician examines or cares for has a disease or condition designated as notifiable, that physician shall notify the department and make such a report as may be required by the rules of the department.” 22 MRS Section 801.

Maine statute, 22 MRS Section 824, deals with the confidentiality of reports of notifiable diseases and conditions:

Any person who receives information pursuant to this chapter shall treat as confidential the names of individuals having or suspected of having a notifiable disease or condition, as well as any other information that may identify those individuals. This information may be released to the department for adult or child protection purposes . . . or to other public health officials, agents or agencies or to officials of a school where a child is enrolled, for public health purposes. . . . In the event of an actual or threatened epidemic or outbreak or public health threat or emergency, as declared by the Director of the Bureau of Health, the information may also be released to private health care providers and health and human services agencies for the purpose of carrying out public health functions as authorized by this chapter. Information not reasonably required for the purposes of this section may not be released. Any person receiving a disclosure of identifying information pursuant to this chapter may not further disclose this information without the consent of the infected person.

How will COVID-19 affect the anti-bullying or anti-discrimination policies in my worksite?

There is a history of race-based discrimination and bullying increasing in schools during disease outbreaks, and the CDC is warning that fear anxiety can lead to social stigma towards Chinese or other Asian Americans. Stigma and discrimination can occur when people associate an infectious disease, such as COVID-19, with a population or nationality, even though not everyone in that population or from that region is specifically at risk for the disease.

It is important for educators to speak out against negative behaviors, including negative statements on social media about groups of people, or exclusion of students who pose no risk from regular activities. Also, be cautious about spreading stigma in the workplace, including by sharing images that could reinforce stereotypes. Remember:

- Viruses cannot target people from specific populations, ethnicities, or racial backgrounds.
- People from affected countries that live in the U.S. may be worried or anxious about friends and relatives who are living in the region. Facing stigma can make fear and anxiety worsen. Social support during this outbreak can help them cope.