Letter of Agreement

between the

Maple Valley Educational Support Personnel /MEA/NEA ("Association")

and the

Maple Valley School District ("District")

Re: Changes arising from the implementation of the Preparedness Response Plan

The Association and the District are parties to a Collective Bargaining Agreement (CBA) covering the 2020-21 school years and need to amend the required provisions of that Agreement in order to provide accommodations associated with the COVID-19 Pandemic. All provisions of the current CBA will continue in effect with the following amendments:

- 1. The Association and District shall mutually agree to the Preparedness Response Plan (PRP) that will be implemented for the remainder of the 2020-21 school year.
- 2. Employees, who do not otherwise have access, will be provided, at no cost to themselves, any technology (including computer, software, home internet service, etc.) if necessary to deliver the district PRP through the duration of the implementation period. Employees who do have access will be reimbursed for the cost of data or minutes that exceed their regular plan. If this is anticipated, advance approval should be granted from the administration. Access may be provided in a safe space within the campus as an option.
- 3. Employees will earn a \$3.00 per hour hazard pay consideration in additional to their regular hourly wage for the hours engaged in the delivery of meals and learning materials to the public or supervision of quarantined students.
- 4. Employees may volunteer for work hours in excess of the normal daily/weekly provisions of the CBA. The employees may be redeployed to work from home as assigned by administration if the district returns to a shutdown. For the duration of this agreement, paraprofessional employees may be scheduled their normal workday between 5:30 am and 5:30 pm. If needed, employees may volunteer for additional work hours outside of the 5:30 am 5:30 pm window.
- Voluntary work hours will be offered based on seniority within classification. Should no
 employees volunteer, work hours outside of the above window shall be assigned by reverse
 seniority within classification.
- 6. If non-traditional work is needed in order to carry out the PRP, that work shall not exceed the employee's normal daily/weekly work hours. All other work assignments shall be in accordance with the provisions contained in the CBA.
- 7. No employee who is required to perform typical bargaining unit work for the district or non-typical bargaining unit work shall be put at risk in any way, affecting their own health and safety or the health and safety of others. The district shall ensure that no one shall be required to violate social distancing, the wearing of PPE, or similar orders. Employees deemed essential by the District will be provided a letter declaring them an employee essential to the District.
- 8. When the district requires bargaining unit members to report for work, the district will make available personal protection equipment, including but not limited to masks, gloves as needed, and hand sanitizer for each employee. Employees wishing to use their own PPE will be reimbursed up to the per unit amount for district provided PPE. Individuals shall appropriately sanitize their own PPE.

- 9. For only the 2020-2021 school year and if the state returns to Stage 3 and the district is not able to redeploy all employees, then any layoffs shall be made in reverse seniority order by classification with five (5) days' notice.
- 10. During the duration of the PRP, members shall be entitled to use applicable leave provisions in the CBA and any additional paid leave mandated by the state or federal government, including the Families First Coronavirus Response Act.
- 11. Due to the changing requirements of responding to the Covid-19 pandemic, employees may be required to attend additional professional development as mutually agreed upon by the District and Association.
- 12. In response to the additional Friday half days in the calendar through the end of October 2020, paraprofessional staff will have the option to be assigned work or go home. If training is required, paraprofessionals must remain for the full normal workday. If paraprofessionals are electing to go home or remain to do additional work, advance notice should be given to administration of at least 24 hours. If training is required, administration should give notice at least 24 hours in advance also. If work must be done, and all paraprofessionals are electing to leave, work shall be assigned in reverse seniority order by classification. If paraprofessionals opt out of afternoon work, it is understood that time off will be unpaid. Staff must fully stay or fully leave, no partial time.
- 13. This document does not establish a precedent, custom, or practice between the parties as to the enforcement of the labor agreement between them, or any other future labor agreement.

14. This Letter of Agreement expires on June 30, 2021. The parties may modify, extend, or cancel this Letter of Agreement at any time.

(For the Association)

(date)

Superintendent

(date)

9/22/2020