

Letter of Agreement
between
MEA-NEA New Haven Paraprofessional Association
and
New Haven Community Schools

Re: COVID-19


The Association and the District are parties to a Collective Bargaining Agreement (CBA) covering the 2020-2021 school year. In addition to the terms and conditions of the Collective Bargaining Agreement, the New Haven Board of Education, hereinafter referred to as "District," and the New Haven Paraprofessional Association, hereinafter referred to as "Association" hereby agree as follows:

1. The District will do everything possible to increase airflow in buildings and will ensure all filters are replaced in accordance with useful life.
2. The District shall notify all bargaining unit employees in a building if a student or staff member tests positive for COVID-19, in accordance with existing law.
3. If a bargaining unit employee is required to quarantine due to a case of COVID-19, they shall not have those days deducted from their personal sick day total. These bargaining unit employees may have daily responsibilities from their quarantine location unless they have COVID-19 symptoms.
4. If a bargaining unit employee tests positive for COVID-19, they shall not have any personal sick days deducted from their personal sick day total. If the bargaining unit employee is asymptomatic, they may have daily responsibilities from their quarantine location. If the bargaining unit employee is symptomatic, they will not have any responsibilities.
5. Bargaining unit employees assigned to supervise students exhibiting any symptoms of COVID-19 or are being temporarily quarantined will be provided proper PPE and social distancing between the student(s) and the bargaining unit employee shall be maintained at all times.
6. The current Collective Bargaining Agreement (CBA), as negotiated between the parties, shall remain in full force and effect. As such, the parties to this Agreement, wish to clarify certain parameters of the CBA as indicated below:
 - a. If the District is closed due to COVID-19 by order of the District/Macomb County Health Department or the Governor, bargaining unit employees may be asked to perform non-traditional work/duties they would not perform in the regular course of their employment.

If non-traditional work is necessary, this non-traditional work shall be voluntary and mutually agreed upon by both parties. Unless pay for school employees is required by an Executive Order issued by the Governor, bargaining unit employees that refuse to perform non-traditional work may be furloughed or placed on lay off for the duration of the closing. All other work assignments shall be in accordance with the provisions contained in the collective bargaining agreement;

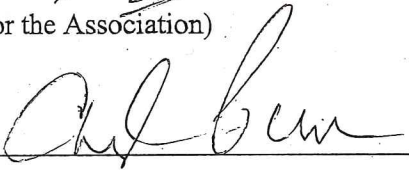
- b. All bargaining unit employees will be provided, if needed, at no cost to themselves, any technology, (including computer, software, home internet service, etc.) necessary to perform required work/duties. Bargaining unit employees shall not be provided cell phones by the district and bargaining unit employees shall not be required to make phone call to parents or students using their own cell phones. Phones will be available and accessible at the buildings for employee use;
- c. Any changes to the school calendar for the 2020-2021 school year needed to address possible COVID-19 school closures shall be mutually agreed upon by both parties; Unit members shall not be required to work beyond the last regularly scheduled day of the 2020-2021 school year pursuant to the CBA;
- d. No bargaining unit employee who is required to perform typical or non-typical bargaining unit work for the district shall be put at risk in any way of impacting their own health and safety or the health and safety of others. In the event of a building or District closure due to COVID-19 exposure, bargaining unit employees will work remotely, if needed, (from home) for a period of time to be determined in accordance with applicable law, the Governor's Executive Orders, and the Macomb County Health Department.

This Agreement is non-precedent setting and contains the entire understanding between the parties and cannot be added to, changed, deleted from, and/or, in any other way, modified without further written agreement between the parties.



(For the Association)

10-8-20
(Date)



(For the District)

10-7-2020
(Date)