SIDE LETTER AGREEMENT
BETWEEN
MONTAGUE CHARTER ACADEMY
&
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99
REGARDING NECESSARY CHANGES TO
NEGOTIABLE WORKING CONDITIONS
FOR UNIT MEMBERS
DURING A COVID-19 IMPACTED
WORKING/EDUCATIONAL ENVIRONMENT

March 3, 2021

This Side Letter between Montague Charter Academy ("MCA") and Service Employees International Union, Local 99 ("SEIU") is to memorialize the parties’ agreement regarding necessary changes to negotiable working conditions for unit members for the 2020-2021 school year in order to ensure MCA achievement of its core mission and that related critical imperatives continue to be met despite any changes to the regular manner of instruction during a COVID-19 impacted working/educational environment:

WHEREAS, in the re-opening of the public school that is operated by MCA, the safety, health and well-being of all students, families, employees and other stakeholders remains of paramount importance, the parties will steadfastly endeavor to take actions to protect essential connections of all stakeholders across the organization by maintaining accurate and timely communications supporting such vital connections; and

WHEREAS, while safely moving forward under modified educational delivery methods, such as deploying distance learning strategies, now more than ever, the parties must boldly commit to a thoughtful and effective educational plan of action to ensure full and complete delivery on the collective organizational promise to develop lifelong learners as a result of emphasis on California State Standards with the integration of the Arts and Sciences and using best practices so that students will be prepared for the challenges of the 21st Century and contribute to the successes of the local and global communities; and

WHEREAS, the previous abrupt school closure seriously threatened the MCA mission, causing unprecedented and alarming levels of student learning loss which has exacerbated already unacceptable opportunity gaps for students, especially in a disproportionate manner for large numbers of low-income, Black and Latinx students; and

WHEREAS, the greatest chance for success by the parties in reversing such severe harms lies in their concerted efforts to enact changes to instructional delivery that are based upon research and tailored to ensure the core principle of continuous student engagement in a rigorous academic setting for all; and

WHEREAS, the SB 98 Budget Trailer Bill ("SB 98") permits distance learning as a result of an order or guidance from a local public health official; and

WHEREAS, Governor Newsom has stated that rigorous distance learning includes access to devices and connectivity, daily live interaction with teachers and other students, challenging assignments equivalent to in-person classes, and adapted lessons for English learner and special education students; and
WHEREAS, distance learning, by definition, can make such real student and family engagement more difficult as it cannot replace power and effect of physical presence in classrooms where students learn best when being present, seeing and hearing their instructors; and

WHEREAS, the parties hereby thus commit to an MOU that seeks to define each of the material changes to working conditions required to execute the MCA mission effectively and efficiently, in a manner that preserves the safety of all stakeholders but also minimizes disruption to the educational program of every MCA student; and

NOW THEREFORE MCA AND SEIU agree as follows:

AGREEMENT

1. **Compliance with Telework Policy**

Unit members shall comply with those obligations enumerated in the MCA “Telework Policy to Address COVID-19 Remote Working Conditions,” as outlined in Appendix “A,” which is attached hereto and incorporated herein.

2. **Specific Impacts to Collective Bargaining Agreement for Modified Distance Learning**

During school closure, the following modified conditions apply:

a. **Daily Sign-In:**

Unit members are required to log report to work at MCA or maintain a work log if assigned.

b. **Email:**

Unit members are required to check their MCA email inbox daily and respond to any email messages within a timely manner (no more than one (1) working day). Members working directly with academics should check their emails every 2 hours.

c. **Essential Services**

Unit members whom MCA deems to be providing essential services will work onsite hours to be determined by MCA, in its sole and unreviewable discretion, to be in the best interest of the School’s instruction program.

d. **Offsite Work Opportunities:**

Unit members will have the opportunity to work off-site, as follows: Instructional support, translations, tutoring, tech troubleshooting, phone calls, etc.

e. **Future Impacts Negotiations:**
In the event the State of California authorizes additional compensation or benefits for school employees in response to COVID-19, the parties agree to immediately initiate negotiations regarding the applicability and/or implementation of same for unit members.

3. Continued Applicability of CPS Legal & Reporting Requirements

All CPS legal and MCA reporting requirements continue to apply.

4. Continued Applicability of Professional Boundaries: Staff/Student Interaction Policy

All requirements as stated in the MCA Employee Handbook and Student Policy Manual.

5. Compliance with Applicable State and Federal IDEA Requirements

The parties agree to meet when required to address negotiable issues related to implementing guidance from the California Department of Education as well as the Federal Department of Education in order to provide equitable and appropriate education for our students with special needs.

6. Assurance of Safety Protocols

Prior to any return to school facilities for instruction, MCA shall ensure that all work SEIU areas are adequately sanitized. All other adequate supplies shall be reasonably available to ensure a safe working environment. MCA will comply with all school health and safety policies.

7. Compliance with Applicable Cal-OSHA Requirements

MCA shall comply with applicable Cal-OSHA guidelines.

8. Future Impacts Negotiations

In the event the State of California or other appropriate government agency deems alternative requirements for schools in response to COVID-19, the parties agree to immediately initiate negotiations on the impacts and effects.

The parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the side letter/MOU, as necessary.

9. Leaves of Absence

All leaves of absence and related rights to continued pay/benefits during school closures shall be provided in accordance with all applicable state and federal law and the CBA.

10. Agreement Deadlines
All affected deadlines in the CBA are suspended until negotiated otherwise by the parties. This includes, but is not limited to, timelines related to the assignment of course offerings.

11. Transition to Hybrid

The Parties recognize that the School will transition to in-person hybrid instruction upon receiving the necessary authorization from State and/or County officials. MCA will reasonably endeavor to provide notice of at least one (1) week prior to such transition and further recognizes changes in working conditions will be negotiated.

If required to transition from hybrid back to distance learning, the working conditions set forth herein will apply.

12. No Precedent:

This Side Letter does not and will not serve as a precedent in any manner.

13. Term

This Side Letter shall expire on June 30, 2021 or upon the reopening of in-person school during the 2020-2021 school year, including hybrid instruction, whichever occurs first, unless the parties mutually agree to an extension.

Signatures:

The parties acknowledge and agree to the above terms including that it does not and will not serve as precedent in any manner.

AGREED:

[Signatures]

MCA Representative

SEIU Representative

Date: March 3, 2021

Date: March 5, 2021
APPENDIX A

TELEWORK POLICY
TO ADDRESS COVID-19 REMOTE WORKING CONDITIONS

Purpose

Montague Charter Academy ("MCA" or the "School") recognizes approved teleworking as a necessary work arrangement while any MCA school is closed during the ongoing coronavirus ("COVID-19") pandemic. This policy details conditions and requirements which apply to all temporary telework assignments during such closure due to COVID-19.

Definition

Teleworking allows employees to work at home or in an approved remote location for all or part of their regular workweek. Teleworking is not an entitlement, nor is it a school-wide benefit. This temporary arrangement in no way alters or changes the terms and conditions of employment with the School, and the promulgation of this Policy creates no employee rights in relation to teleworking. Furthermore, the School has the right to refuse to make telework available to an employee and to terminate a telework assignment without cause at any time in its sole and unreviewable discretion.

General Requirements

Employees shall not telework unless they receive advance written approval from the School. Employees shall make arrangements with their supervisor and co-workers to address on-site job demands that arise, including returning to the work site to perform certain job duties as needed or as directed by their supervisor. Employees shall be responsible for following all School policies and procedures when teleworking. Employees shall also be solely responsible for the performance of their telework duties; assistance from third parties is strictly prohibited.

Nonexempt employees will be required to (1) record all hours worked as assigned by the School and (2) take and document applicable meal/rest periods. Nonexempt employees must also receive written approval from a supervisor prior to working additional hours or overtime. Failure to comply with timekeeping and work hours requirements may result in disciplinary action, up to and including termination from employment.

Supervisor Responsibilities

Supervisors managing employees who have been permitted to telework must effectively:

- Implement the telework policy/guidelines;
- Conduct remote supervision;
- Understand the technology and tools necessary for successful remote supervision; and
• Establish communication protocols with telework employees, including making continued efforts to involve teleworking employees in office/department events, messages, etc. as applicable to preserve teamwork.

Supervisors will assess each employee’s progress on a telework assignment periodically to ensure the employee’s compliance with telework requirements, and address any work-related issues, including completing evaluations and other performance management as appropriate.

Communication and Accessibility

Employees and supervisors must determine how communication between the teleworking employee, the worksite, and/or other employees also teleworking will be handled. Employees shall keep their supervisor and as needed, their co-workers or other School stakeholders (e.g., students and/or parents), informed of their availability so these individuals know how and when to reach the employee during the employee’s telework assignment. Employees must be accessible by phone and email at all times to their supervisor, co-workers, School stakeholders, and the School generally during assigned work hours. Employees must notify their supervisors if they leave their telework site during agreed upon hours, aside from applicable meal and rest periods. Employees must post their telework schedule on their calendar, including applicable meal and rest periods. Employees must also remain flexible in their scheduling, and shall be available to attend staff meetings and other meetings as required by their supervisor.

Safety

The telework space is considered an extension of the School’s worksite. Employees will have the same responsibility for safe practices, accident prevention, and accident/injury reporting as in the regular worksite. In case of injury, accident, theft, loss, or tort liability related to telework, the employee must immediately report the event to their supervisor and allow the School or its authorized agent to investigate and/or inspect the telework site as needed.

Employees are responsible for establishing and maintaining a designated, adequate workspace at their telework location. When the telework location is the employee’s home, the employee is responsible for ensuring the location is safe (free from hazards and other dangers to the employee or equipment), clean, professional, and free of distractions (e.g., children, pets, electronic devices, etc.).

Supplies Related to Work

All necessary technology shall be supplied by the employee as approved by the School. All technology supplied by the employee shall be maintained by the employee. The School accepts no responsibility for damage or repairs to employee-owned equipment. In the event an employee does not possess a cell phone or internet access, he or she shall immediately contact the immediate supervisor to discuss available options.

Reimbursement
The School shall reimburse employees for actual and necessary expenses incurred in the employee carrying out School business when such expenses are expressly authorized and preapproved by the School.

In the event an employee needs to use his or her personal cell phone for work during closures, if such use causes an overage in regular service fees, MCA shall reimburse such usage up to $25.00 for actual expenses incurred.

**Information Security & Confidentiality**

Employees must never provide any third parties access to the School network or share network access passwords, and must comply with all policies and procedures related to information security and network access.

Consistent with the School’s expectations of information security for employees working at the office, teleworking employees must ensure that their telework location is secure and communications provided or sensitive work performed from the telework location remain confidential. Any School materials taken home, such as confidential personnel or pupil records, must be kept in a secure space within the telework location and not be made accessible to any third parties, including the employee’s family members or guests. Steps which employees may take to increase security of School materials/information include use of locked file cabinets and desks, regular password maintenance, shielding computer monitors, and any other actions appropriate for the position and the telework location.

**Performance Standards**

Employees must maintain the same or an improved level of productivity and work quality while teleworking. If productivity and/or work quality begin to decline, the telework assignment will be reevaluated to determine if changes can be made or termination of the telework assignment is warranted. Telework allows a high amount of flexibility for an employee to complete their work in a timely and proper manner, and it is expected that employees will not abuse this opportunity by allowing their productivity or work quality to decline.

**Professional Boundaries**

Employees must maintain appropriate levels of professionalism when interacting remotely with students and/or student’s family members, including as detailed in the School’s Employee handbook and Student Policy Manual. Employees who fail to demonstrate acceptable professional boundaries during a telework assignment may be subject to disciplinary action, up to and including termination from employment.

**Evaluation & Duration**
Evaluation of employee performance during the teleworking assignment may include daily interaction by video, phone and/or email between the employee and the supervisor, and regular video meetings whenever possible to discuss work progress and problems, as needed.

The School may modify or terminate telework assignments at any time, with or without cause or advance notice. Although not required, the School shall endeavor to provide seven (7) days’ notice of the modification or termination of any telework assignment whenever possible. All telework assignments shall be subject to termination upon resumption of regular onsite duties at the School following the COVID-19 pandemic.