**Distance Learning**

**Work from Alternate Worksite**

**Protocols**

The purpose of these Distance Learning Work from Alternate Worksite Protocols is to ensure that essential District functions continue during teachers’ work time when all students participate in distance learning during the COVID-19 pandemic. The District protocols are consistent with the mission, goals, and values of the Moorpark Unified School District. The Superintendent, or designee has the sole discretion to withdraw or change these Protocols if deemed necessary. The District and MEA acknowledge and agree that distance learning is temporary and teacher worksite is subject to the discretion of the District.

Teachers may choose to work from the place of *their primary residence* (hereafter “alternate worksite”) when the work can be done remotely. For instances where work cannot be done remotely, teachers shall be expected to work from their school site.

Teachers shall adhere to the following:

1. When work can be done remotely, teachers may choose to work either from their classrooms or from their alternate worksite.
2. Teachers shall inform the site principal of their decision to either work from their classrooms or from their alternate worksite Friday before 12:00 pm for the following week.
3. Teachers who work from their classrooms shall follow all health and safety protocols while on campus.
4. Teachers who work from their alternate worksite shall create a professional workspace environment that:
	1. Ensures the potential for disruptions is minimized and their alternate worksite is quiet and reasonably free of distractions during all designated work hours ~~(~~ to be able to dedicate full attention to job duties during working hours.
	2. Ensures dependent care will not interfere with work responsibilities.
	3. Ensures that their ability to deliver instruction and perform all of their job duties does not become diminished.
	4. Strictly adheres to the distance learning schedule and protocols.
	5. Creates and dedicates a self-provided functional, reliable, safe and secure alternate workspace at no cost to the District.
	6. Ensures that that the workspace has no religious, political, or inappropriate items that are in students’ view.
	7. Has sufficient technology and bandwidth including but not limited to ensuring adequate internet access and bandwidth to provide essential service such as videoconferencing capabilities to provide direct instruction as defined by job requirements.
5. Teachers shall wear professional attire during work hours when seen on video conferencing.
6. Teachers shall adhere to break and attendance schedules.
7. Teachers who work from their alternate worksite are required to be accessible in the same manner as if they are working at their District worksite during the time when all students are following the Distance Learning schedule. Teachers must be accessible via telephone, email, videoconference, or network access to their supervisor and other District employees while working from their alternate worksite. Teachers shall check their District-related phone messages and email on a consistent basis, as if working at their District worksite.
8. Should it be determined by the District that it is necessary for a teacher report to the school site; teachers shall be notified before the close of business the previous workday.
9. All periods of teachers’ unavailability must be communicated in advance to the principal and documented as the appropriate leave of absence as agreed to in the CBA.
10. Employees must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.
11. All existing duties, obligations, responsibilities and conditions of employment remain unchanged. Teachers who work from their alternate worksite are expected to abide by all District and departmental policies and procedures, codes of conduct, Acceptable Use Policies, rules and regulations, contractually required meetings, applicable Memoranda of Understanding, and all other official District documents and directives.
12. Teachers shall ensure that all official District documents are retained and maintained according to the normal operating procedures in the same manner as if working at a District worksite.
13. The District shall not be responsible for costs or expenses incurred from performing professional duties from alternate worksites including but not limited to the use of computer or cellular equipment, including energy, data or maintenance costs, network costs, home maintenance, workspace furniture, ergonomic equipment, liability for third party claims, or any other incidental costs (e.g., utilities associated with the employee’s telecommuting).
14. The District shall not be responsible for delivery of any materials to teachers who work from their alternate worksite.
15. Teachers shall continue to abide by practices, policies, and procedures for requests of sick, vacation and other leaves of absences. If a teacher becomes ill while working under this agreement, he/she shall notify his/her supervisor immediately and enter the absence in Frontline as if they are working from their school site.
16. Teachers must take reasonable precautions to ensure their devices (e.g., computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely with students. Employees must maintain adequate firewall and security protection on all such devices used to conduct District work from their alternate worksite.
17. Teachers shall be responsible for collecting any physical work from students.
18. Teachers shall keep District equipment password protected, stored in a safe and clean space when not in use, and ensure all data protection standards are followed.
19. Teachers shall exercise the same confidentiality and precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the District’s records retention policies, especially as it pertains to the Public Records Act. Employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to District work they access from their alternate worksite or transport from their District worksite to their alternate worksite. Teachers must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from their alternate worksite or transport from their District worksite to their alternate worksite. Teachers must return all records, documents, and correspondence to the District at the termination of this agreement or upon request by their supervisor, Principal, or District Office.
20. Teachers’ salary and benefits shall remain unchanged.
21. All of teachers’ existing supervisory relationships, lines of authority and supervisory practices remain in effect. Supervisors shall use reasonable means to ensure that timelines are adhered to and that goals and objectives are achieved.
22. As a Disaster Service Worker, in the event of an emergency, teachers shall be available to report to the District Office or designated site on a one-hour notice during regular work hours.