

SIDE LETTER
BETWEEN
GREEN DOT PUBLIC SCHOOLS CALIFORNIA
&
ASOCIACIÓN DE MAESTROS UNIDOS
REGARDING CONDITIONS OF EMPLOYMENT FOR UNIT MEMBERS TO DELIVER
QUALITY EDUCATIONAL OPPORTUNITIES FOR DISTANCE LEARNING FOR ALL
STUDENTS DURING SCHOOL CLOSURES DUE TO COVID-19

This Side Letter between Green Dot Public Schools California (“GDPSCA”) and the Asociación de Maestros Unidos (“AMU”) is to memorialize the parties’ agreement regarding conditions of employment for unit members to deliver quality educational opportunities for distance learning for all students during school closures due to COVID-19:

WHEREAS, the Governor’s Executive Order (No. N-26-20) (“Order”), which closes public schools, promises continued funding but requires such schools to “continue delivering high-quality educational opportunities to students to the extent feasible through, among other options, distance learning and/or independent study;” and

WHEREAS, in compliance with such Order, GDPSCA has closed all GDPSCA school sites and established a distance learning program designed to ensure quality educational opportunities; and

WHEREAS, to provide such distance learning opportunities a material change in working conditions for all unit members is necessitated; and

WHEREAS, unit members also are personally facing unexpected disruption in their daily schedules; and

WHEREAS, a plan to provide a GDPSCA modified workday during closures will ensure full funding in compliance with the Order and will further the mission of GDPSCA to provide meaningful educational opportunities to GDPSCA students; and

WHEREAS, all applicable policies within the Student Policy Manual and Employee Handbook remain in effect in this modified work environment; and

WHEREAS, GDPSCA’s mission is to prepare ALL students for college, leadership and life; and

WHEREAS, GDPSCA students enter GDPSCA schools in some cases multiple grade levels behind; and

WHEREAS, GDPSCA students deserve equal access to the same educational program, resources and opportunities as do any students in California regardless of where they reside or their level of affluence; and

WHEREAS, GDPSCA teachers and counselors were paid for two (2) weeks of school

closure from March 16, 2020 to March 27, 2020 with no work responsibilities in order to give them time to adjust to the new complexities of home life as a result of restrictions in place due to COVID-19; and

WHEREAS, GDPSCA will provide two (2) weeks (April 13, 2020 – April 24, 2020) of professional development and planning time to teachers and counselors to allow them to further prepare for distance learning; and

WHEREAS, the first week of distance learning lesson plans will be provided by GDPSCA to all teachers to ensure they are supported with the launch of an effective distance learning program; and

WHEREAS, teachers are contractually obligated to work one hundred eighty-three (183) instructional days, and this is a minimum number of instructional days in which to achieve critical student learning directives;

NOW THEREFORE, GDPSCA and AMU agree as follows:

AGREEMENT

1. Compliance with Telework Policy

Unit members shall comply with those obligations enumerated in the GDPSCA “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 closures, the following modified conditions apply:

a. Modified Workday/Duties

During each unit member’s modified workday, such members shall continue to engage in the following professional duties, which include, but are not limited to:

- completing lesson planning
- implementing the educational program
- providing content delivery
- creating and grading student assessments
- remaining in regular contact with supervisors
- meeting all distance learning instructional time requirements
- carrying out all other related professional obligations to effectively engage students and parents as a distance learning instructor
- attending professional development
- For counselors:
 - Providing social/emotional support to students
 - Assisting with the creation of advisory lessons
 - Hosting office hours for student consultations

Section 6.2.2 of Article VI, "Work Year and Hours of Employment" shall be waived during the term of this Agreement. Teachers are expected to prepare for classes when (1) they are not assigned to support student instruction, (2) are not in professional development and (3) are not in department/grade level meetings.

For minimum workday requirements, please see Appendix "B" entitled, "Minimum Teaching Unit Member Schedule/Engagement Requirements," which is attached hereto and incorporated herein.

b. Teaching Preps

GDPSCA shall take all reasonable measures to ensure no unit member is assigned more than two (2) course preparations, but if a teacher is assigned more than two (2) preparations, non-monetary based amelioratory measures shall be discussed with the unit member's immediate supervisor.

c. Impact of Modified Schedule on Evaluation Process

For the 2019-2020 school year only, there shall be no official/final summative evaluation ratings issued, but unit members shall have access to any of the unit member's evaluative data for that year.

Unit members who completed an observation cycle during the 2019-2020 school year may move in groups consistent with the language in the current collective bargaining agreement ("CBA").

Unit members who did not complete an observation cycle, will remain in their current group commencing the 2020-2021 school year.

Unit members shall not be subject to any disciplinary action or formally evaluated (not counted toward a summative rating) on any lesson planning, implementation, delivery, and/or student assessment associated with distance learning due to the unique circumstances surrounding this crisis, as long as members are making good faith and reasonable attempts to complete their professional duties. If a member is struggling to complete their professional duties with distance learning, an administrator shall have a meeting with the member and AMU representative to discuss their progress before progressive discipline begins. After the conclusion of the meeting to discuss the member's progress, a conference summary shall be sent by the admin to the member and their AMU representation.

d. Committees & Participation in Hiring Process/Panels

All committee timelines as enumerated in the CBA, charter petition or otherwise, shall be waived. This includes, but is not limited to, the following committees: Stipend Committee and Calendar Committee.

Unit member participation in hiring committees shall be on a virtual and voluntary basis for all hires, including teachers, counselors, admin, etc.

e. Department & Other Professional Meetings

Professional development meetings may continue to occur once weekly on Fridays, not to exceed 90 minutes per meeting. Department or grade level meetings may continue to occur once weekly and shall generally last between 45 and 60 minutes per meeting depending on the content and circumstances.

f. Elective Course Offerings

GDPSCA shall reasonably endeavor to make available elective courses insofar as doing so is feasible under current circumstances.

g. Counselor Duties

Counselor duties shall continue consistent with those obligations as enumerated in the “Minimum Counselor Unit Member Schedule/Engagement Requirements,” as reflected in Appendix “C,” which is attached hereto and incorporated herein.

h. Compensation

Unit members are required to fully engage the modified workday as described herein, and when doing so shall receive their regular rate of salary and benefits.

Unit members shall be able to use their personal necessity or paid sick leave time as indicated in Article 25.1.1 of the collective bargaining agreement if they are unable to perform their professional duties on any given workday.

If a member misses a portion of the day, CBA contract language 25.1.4 and 25.1.7 shall be in effect.

If a unit member does not possess any available personal necessity or paid sick leave time available, they shall not be compensated for the workday when they are absent.

In light of current circumstances, GDPSCA shall be flexible in granting requested unpaid leave days.-

The Principal shall receive feedback from site reps on which stipend positions are still necessary for a school site during distance learning. Utilizing that feedback, the Principal shall decide by April 27, 2020 on which stipend positions shall continue until the end of the school year. Stipend positions which continue to work will receive their full stipend. Any work paid by a stipend that will no longer be necessary will be prorated and members will receive the prorated amount owed to them as of March 13, 2020. Unused stipend money shall be used to help pay for Chromebooks for students and the distance learning program.

3. Parental Notification

GDPCA shall notify all parents/guardians that the use of a video-conferencing platform by unit members to interact with students (Zoom, Skype, WebEx, etc.) is optional for unit

members and shall encourage parents/guardians to monitor the appropriate use of this medium with their student(s) consistent with the GDPSCA appropriate Student Use Policy.

4. **Continued Applicability of Schools' Student Discipline Policy**

All GDPSCA student discipline policy requirements continue to apply.

5. **Continued Applicability of CPS Legal & Reporting Requirements**

All CPS legal and GDPSCA reporting requirements continue to apply.

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

All requirements as stated in the GDPSCA Employee Handbook and Student Policy Manual as they pertain to Staff/Student Interaction Policies continue to apply.

7. **Communication Preferences Concerning Parents/Guardians**

Unit members shall work remotely for the duration of the emergency school closure and respond to parents and students accordingly. Teachers and Counselors are expected to respond to parent emails within 48 hours. Should parents or students need to speak to a unit member who is working remotely, they will email the unit member, and the unit member shall call via telephone at a mutually agreeable time. It is recommended the unit members utilize *67 to block their personal numbers.

8. **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.

9. **GDPSCA Application for Full ADA Funding**

To ensure full funding, GDPSCA shall submit a "J-13A Request for Allowance of Attendance Due to Emergency Conditions or the Certification Form for COVID-19 whichever is appropriate" waiver to the CDE to mitigate the loss of funding due to lower than normal Average Daily Attendance ("ADA"). If the waiver is denied or the state requires students to make up days for the 2019-20 school year, the parties will negotiate make-up student instructional day(s) up to the number of school closure days. It is understood that completion of the waiver does not ensure full funding due to circumstances beyond the parties' control.

10. **Assurance of Safety Protocols**

Prior to any return to school facilities for instruction, GDPSCA shall ensure that all school sites are adequately sanitized. All other adequate supplies shall be reasonably available to ensure a safe working environment.

11. Compliance with Applicable Cal-OSHA Requirements

GDPSCA shall comply with applicable Cal-OSHA guidelines.

12. 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.

13. 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, including those developed as a result of COVID-19, and the CBA. Insofar as any unit member who is on leave under the Families First Coronavirus Response Act (“Act”), and thus receiving a portion of their regular pay through the Act, such unit member may also use any accrued Sick or Personal Necessity Leave to supplement any deficit below regular salary.

14. 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.

15. School Calendar

- a. GDPSCA reserves the right to add make-up instructional workdays (up to ten (10) such days) to offset all instructional days lost due to school closures and preparing teachers for distance learning. GDPSCA shall work with the AMU Executive Board to determine how many of the ten (10) workdays shall be made up and the parties will communicate any such make-up workdays to members by May 18, 2020.
- b. AMU understands and agrees that unit member attendance at the additional make-up workdays is mandatory in that these days are included in the one hundred eighty-three (183) instructional days for which unit members receive salary.
- c. If GDPSCA does not add the same number of days for which the campus had been closed, so that the instructional year is less than the scheduled 183 days, there will be no salary deduction or other adverse action to unit members.

16. No Precedent

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

17. Term

This Side Letter is limited to the Spring Semester of the 2019-2020 school year only, and

shall lapse unless extended in writing by the parties.

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:



AMU Representative

Date: 4/3/2020



GDPSCA Representative

Date: 4/3/2020

APPENDIX A
TELEWORK POLICY
TO ADDRESS COVID-19 REMOTE WORKING CONDITIONS

Purpose

Green Dot Public Schools California (“GDPSCA” or the “School”) recognizes approved teleworking as a necessary work arrangement while any GDPSCA 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.

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.

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.

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 during their regularly scheduled work time to their supervisor, co-workers, and school stakeholders. 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 maintaining a safe and professional work environment when virtually interacting with others.

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 cellphone for work during closures, if such use causes an overage in regular service fees, GDPSCA shall reimburse such usage up to \$25.00 per month during closures for actual expenses incurred. The employee's supervisor must approve usage of personal cellphones for work purposes, and the employee must provide a copy of their bill to show proof of overage costs caused by work for GDPSCA within timelines outlined by finance policies. If an employee needs to spend their personal finances for printing, paper and other office supplies they may normally receive at a school side they shall receive up to \$25.00 per month of reimbursements as long as the purchase is preapproved by their administrator. Members must provide an itemized receipt showing proof of purchase within timelines outlined by finance policies

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 regular password maintenance and any other actions appropriate for the position and the telework location.

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.

Regular Communication with Employees

During distance learning, employees should expect daily interactions via phone, video conferencing and email.

APPENDIX B
MINIMUM TEACHING UNIT MEMBER SCHEDULE/ENGAGEMENT REQUIREMENTS

Teachers are expected to facilitate distance learning through the following:

- Advisory classes (Monday – Friday for 30 minutes)
 - Class Schedule (Blocks of Instruction as outlined in the appropriate schedule for middle school or high school).
 - Teachers may be assigned as the Primary Teachers or a Secondary Support teacher who assists with live chat in a designated classroom.
 - Office Hours (Monday – Thursday for 30 minutes).
 - **The duties of a secondary support teacher shall include:**
 - Assist with lesson preparation and development with the primary teacher during teacher professional development and planning days
 - Be online and available for an assigned block of instruction to support students with questions via chat
 - Be online and available for office hours to support students with questions via chat
 - Support with grading and assessment as needed
- Support services for students with disabilities and English Learners will be embedded within the daily schedule in a variety of ways that include but are not limited to the following:
- Academic Success classes
 - SDP courses
 - RSP push-in
 - Office hours
 - Sheltered courses
 - ELD 1 and 2 courses

Middle Student Schedule

	Monday	Tuesday	Wednesday	Thursday
8:30 - 9:00	Advisory	Advisory	Advisory	Advisory
9:00 - 9:15	Snack Break & Movement			
9:15 - 10:45	English	Math	English	Math
10:45 - 11:30	Green Dot Reads			
	Academic Success	Academic Success	Academic Success	Academic Success

11:30 - 12:30	Lunch & Movement			
12:30 - 2:00	Science	History	Science	History
2:00 - 3:00	i-Ready	Read 180	i-Ready	Read 180
3:00 - 3:30	Office Hours			

High School Schedule

	Monday	Tuesday	Wednesday	Thursday
8:30 - 9:00	Advisory	Advisory	Advisory	Advisory
9:00 - 9:15	Snack Break & Movement			
9:15 - 10:45	English	Math	English	Math
10:45 - 11:00	Snack Break & Movement			
11:00 - 12:30	Elective #1	Elective #2 Academic Success	Elective #1	Elective #2 Academic Success
12:30 - 1:30	Lunch & Movement			
1:30 - 3:00	Science	History	Science	History
3:00 - 3:30	Office Hours			

Friday Schedule

Friday	
8:30 - 9:00	Advisory
9:00- 9:15	Break
9:15- 10:15	ELA (odd weeks) or Math (even weeks)
10:15- 11:00	Break
11:00 - 12:00	Science (odd weeks) or History (even weeks)
12:00 - 1:00	Lunch & Activity
1:00 - 2:30	<p>Professional Development</p> <p>Section 5.6, "Reserved Meeting Times," of the collective bargaining agreement shall be suspended for the remainder of the 2019-2020 school year, except one (1) meeting of 45 minutes in duration may be utilized during professional development time in May, 2020, but only if authorized by a majority vote of unit members at the respective school sites. April AMU time shall be held at a time mutually agreed upon by AMU members at a site, outside of Professional Development time. If a contract ratification vote needs to occur in June, 45 minutes for AMU Time will be set aside during the month of June.</p>

APPENDIX C
MINIMUM COUNSELOR UNIT MEMBER SCHEDULE/ENGAGEMENT REQUIREMENTS

The schedule below is a suggested schedule for counselor. Counselors will collaborate with administrators to set a schedule that allows for student check -in meetings which will be scheduled using an online appointment tool (ex. Calendly) and will be available during office hours Monday through Thursday.

Counselors will push into Advisory courses as needed to facilitate instruction and assist with the development of Advisory lessons in collaboration with teachers.

		Activity
8:30 AM - 9:15	Advisory	Student Check-ins/Meetings <i>Counselors will inform teachers of scheduled appointments.</i>
9:15 AM - 10:45	Block 1/2	Counselor Planning Time (i.e. Master Scheduling, Tier 1 Systems of Support) (Students in Class)
10:45 AM - 11:30	Green Dot Reads	Student Check-ins/Meetings <i>Counselors will inform teachers of scheduled appointments.</i>
11:30 - 12:30	LUNCH	Counselor Planning Time
12:30 PM - 2:00	Block 3/4	Student Check-ins/Meetings/Parent Conferencing <i>Counselors will inform teachers of scheduled appointments.</i>
2:00 - 3:00	Enrichment	Counselor Planning Time
3:00 PM - 3:30 PM	Office Hours	Student Check-ins/ Meetings/Student Webinars