



San Dieguito Union High School District / San Dieguito Faculty Association
OFF-SITE WORK AGREEMENT 2020-21 SCHOOL YEAR
Side Letter of Agreement

In response to the current COVID-19 outbreak and state orders restricting the opening of schools for in-person instruction, the San Dieguito Union High School District (SDUHSD) will be implementing the Distance Learning Model for the first quarter of the 2020-21 school year. This agreement with San Dieguito Faculty Association (SDFA) will allow faculty to provide instruction off-site in a location other than their assigned classroom or on-site District workspace, if all of the terms and conditions are met. Please be advised that once there is a change in the public health orders that allow for on-campus instruction, and following consultation and negotiations with SDFA, faculty must be prepared to return to their regular work location on District property.

During the faculty member's stated work hours, the member agrees to be available for communication through such methods as cell phone, voicemail, text, email, video conference, and other means, and agrees to respond in a prompt manner as the faculty member would while performing work at an on-site location.

By working off-site, I acknowledge that this is a voluntary and my delivering off-site instruction is contingent upon all of the following:

- I will ensure that I prepare rigorous instructional lessons with content aligned to the curriculum. The instruction will include daily live (synchronous) and independent learning activities (asynchronous). I will follow the daily instructional schedule for my school site and I will comply with the obligations set forth in the law and SDUHSD policy for attendance taking, contact with students and the required instructional minutes.
- I will adhere to Board Policy 4040 Employee Use of Technology (online at <https://www.sduhsd.net/Our-District/Board-of-Trustees/Policies/>). I will adhere to all applicable laws, rules, regulations, policies and procedures regarding information security, and will take all appropriate measures to safeguard SDUHSD's property and student/staff personal information.
- I will report any health or safety concerns or incidents that occur while I am working off-site as soon as possible.
- I understand I am accountable for complying with all SDUHSD policies, procedures, and the SDFA Agreement.

- I have a work space that is conducive to working and teaching remotely including adequate wifi connectivity.
- It is my responsibility to ensure a proper work environment is maintained, such as ensuring a safe working environment, ensuring dependent care obligations do not interfere with my work during my scheduled hours, and minimizing personal disruptions during my stated working hours such as personal phone calls or engaging in non-work activities.
- I understand that my off-site working must be done at a consistent location. I must remain available to return to the work site with adequate notice from my supervisor.
- I will adhere to state and federal laws, and the SDFA agreement, regarding lunch and rest breaks, as applicable.
- SDUHSD is not responsible for reimbursing me for any costs associated with my off-site working unless reimbursement has been pre-approved by my supervisor. Employees who do not have sufficient resources to satisfactorily perform their work off-site may perform work at their worksite using SDUHSD resources and supports.
- I understand that this off-site work arrangement is temporary and due to the legal restrictions on in-person school instruction during the COVID-19 pandemic, and that SDUHSD retains the right to modify, suspend, or end this remote work agreement if I'm unable to fulfill job expectations at a satisfactory level. When the law allows students' return to in-person school instruction, I recognize that this off-site work agreement may be terminated and I may be required to perform work on-site.

SDFA President, Duncan Brown, Signature

Date

Superintendent, Robert Haley, Signature

Date

Board Approved: