**Telework Program Policy**

**Purpose**

Making Waves Academy (“MWA or the School”) recognizes approved teleworking as an arrangement for eligible positions, including temporary arrangements due to the continued operational realities of the COVID-19 pandemic. The Telework Program Policy (“Policy”) details conditions and requirements which apply to all telework assignments.

**Definition**

Teleworking allows employees to work at home or in an approved remote location for 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.

**Scope**

This Policy applies to all School employees who enter a telework arrangement at MWA provided 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.

**Term of Participation**

Employee participation shall become effective per the date approved by the Supervisor and Human Resource (HR), and shall remain in full force and effect, as long as an employee teleworks, unless the agreement is terminated by the School. Teleworking is not an entitlement, nor is it a school-wide benefit. 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.

**Eligibility Considerations**

HR is responsible for consideration and eligibility for all telework assignments. All eligible employees must demonstrate work habits and performance well-suited for successful teleworking. In the sole discretion of the School, HR and Supervisor, the following eligibility factors will be considered:

* Good Standing: All employees must be in “good standing” as defined in the Handbook. An employee in good standing is regarded as having complied with all of their explicit obligations, while not being subject to any form of sanction, suspension or disciplinary censure. Performance evaluation scores of Proficient or better are required for the most recent fiscal year, and the employee is not currently on a Performance Improvement Plan;
* Eligible employee groups include positions that do not provide direct-service to faculty, students, and/or families. The list below is subject to change at any time and is not exhaustive and meant to provide an overall guide. This means that ineligible direct-service includes all employees whose primary position responsibilities require in-person support for the daily school operations and engagement with faculty, students, and families.
  + Eligible Employee Groups:
    - Executive (e.g. CEO, MD of IT)
    - Director (e.g. Director of Finance, Director of HR)
    - Administrator (e.g. Data & Online Systems Administrator, Payroll/Accounts Payable Administrator)
  + Ineligible employee groups include:
    - Faculty
    - Operations
    - Intervention Services
    - Information Technology (School-based)
    - Enrichment
    - Student Support Services
* The employee has a position where effective communication can be accommodated electronically;
* The employee’s telework assignment will not be detrimental to the productivity or work quality of other Employees or the effective operation of the School;
* The employee must be able to perform work from home or an approved remote location without distractions or unnecessary risk to the security of School data, records, networks, or confidentiality generally;
* The employee should use the School’s assigned laptop and or cell phones to conduct School business;
* The employee’s equipment and software must meet the School’s guidelines/standards, and the Employee’s needs for Information Technology (“IT”) support must be minimal and will only be provided for on School equipment;
* Telework sites must be in California;
* The employee must be effective at working independently for extended periods of time;
* The employee has demonstrated or can demonstrate effective time-management skills by completing tasks efficiently and within any required deadlines;
* The employee must maintain connections with work groups or teams from their remote work location; and
* The employee must remain available during their regular school hours on days and times that they are expected to work Monday through Friday;
* The employee shall not use the workplace/telework arrangement as a substitute for child care, as defined in the Employee Handbook.

**Supervisor Responsibilities**

The Supervisor or those 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.

The Supervisor 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.

**Salary, Job Responsibilities, and Benefits**

Salary, job responsibilities, and benefits will not change because of involvement in the program, except as they might have changed had the employee stayed in the office full-time, e.g., regular salary reviews will occur as scheduled, and the employee will be entitled to any company-wide benefits changes that may be implemented. Employees are required to fulfill all existing job requirements as if they were working in the office/on campus.

**Evaluation and 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 weekly face-to-face and/or video meetings whenever possible to discuss work progress and problems, as needed.

Following the first thirty (30) days of the telework arrangement, the employee and Supervisor will meet to evaluate the arrangement and make recommendations for continuance or modifications. A copy of the completed evaluation must be shared with HR.

**Professional Boundaries**

Employees must maintain appropriate levels of professionalism when interacting remotely with students and/or student’s family members in full compliance with the School’s “Professional Boundaries: Staff/Student Interaction” policy outlined in the MWA Employee Handbook.

**Personal Appearance/Standards of Dress**

Employees must maintain professional standards of dress and grooming. In accordance with the MWA Employee Handbook, employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process.

**Work Schedules**

The daily work schedule for the days when working at home is subject to negotiation with and approval by the employee’s Supervisor. The Supervisor may require that the Employee work certain “core hours” and be accessible by telephone during those hours. Employees must remain available during designated school days.

**Work Hours and Overtime**

Work hours are not expected to change by participating in this program, and all employees will only be paid for actual time worked, regardless of whether they are working in-person or teleworking. 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. All employees are expected to contact their Supervisor or Principal for questions regarding their work hours. Failure to comply with timekeeping within the School’s Kronos time system and maintaining work hours requirements may result in disciplinary action, up to and including termination from employment.

**Time Off**

Use of sick, vacation, or personal time must be discussed and approved in advance with the Supervisor, just as any time off would normally have to be approved. Refer to the MWA Employee Handbook for all time off policies.

**Communication and Accessibility**

Employees and their manager must determine how communication between a teleworking employee, the worksite, and/or other employees also teleworking will be handled. Employees shall keep their manager or Principal 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 manager or Principal, co-workers, School stakeholders, and the School, generally during assigned work hours. Employees must notify their manager or Principals if they are unavailable during agreed upon hours, aside from applicable meal and rest periods. Nonexempt employees are to enter their telework schedule in Kronos, 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 manager or Principal.

**Supplies, Equipment, and Furniture**

Employees must designate a workspace within the employee’s remote work location for placement and installation of equipment to be used while teleworking that is ergonomic friendly. All necessary technology equipment will be supplied and maintained by the School, subject to availability. Equipment supplied by the School is to be used for work purposes only. Employees must sign a Technology Use Agreement for all School property and agree to protect the items from damage or theft. Employees shall not be entitled to reimbursement for their use of School property. Employees shall be held liable to the School whenever their wrongful or negligent act or omission causes loss, theft, disappearance, damage to, or destruction of School property.

**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, employees must immediately report the event to their manager or Principal and allow the School or its designee to investigate and/or inspect the telework site as needed.

Employees are responsible, to the extent possible, 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., illegal paraphernalia, controlled substances, etc.).

**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.

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

**Reimbursement**

The Schoolwill reimburse employees for monies necessarily expended directly related to performing their duties such as: a reasonable percentage of a cell phone and/or internet bill.

* **Internet Reimbursement**: The School shall reimburse an employee’s costs for internet at $50 per month, based upon a reasonable percentage of work-related use **only** during school-wide mandated teleworking assignments.
* **Office Supplies:** Office supplies will be provided by the School as needed. An employee’s out-of-pocket expenses for other supplies will not be reimbursed unless without prior approval of the employee’s Supervisor.

Employees who believe their expenses exceed the reimbursement the School provides shall be required to submit copies of their internet bill for review. Such bills may be redacted as needed to remove any private/confidential information.

**Temporary Arrangements/Accommodations**

Temporary teleworking arrangements may be approved for circumstances such campus closure, inclement weather, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the School and with the consent of the employee's health care provider, if appropriate.

All informal teleworking arrangements are made on a case-by-case basis, including duration of time in two-week increments, focusing first on the business needs of MWA. All extended arrangement requests will be reviewed to determine whether or not the arrangement would create an undue hardship for the School.

**Termination of Agreement**

Teleworking is available to eligible employees, at MWA’s sole discretion. Teleworking is not an employee benefit intended to be available to the organization on a permanent basis. As such, no employee is entitled to, or guaranteed the opportunity to, telework. MWA can terminate the program, with or without cause, upon reasonable notice, in writing, to the other party. This Agreement is not a contract of employment and may not be construed as such.

**Employees remain obligated to comply with all of MWA’s policies, practices, instructions and this Agreement. Employees understand that violation of any of the above may result in preclusion from teleworking and/or other disciplinary action including and up to termination.**

**Acknowledgement**

By signing below, I acknowledge that I have received, read, and understand the School’s Telework Program Policy.

I also understand that if I have any questions regarding this Policy, I shall contact the School as outlined above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Signature Date Signed