



**WINDHAM SCHOOL
DISTRICT**

NUMBER: SD-07.62
DATE: June 17, 2022
PAGE: 1 of 10
SUPERSEDES: N/A

SUPERINTENDENT DIRECTIVE

SUBJECT: TELEWORK AND REMOTE WORK

AUTHORITY: *Fair Labor Standards Act of 1938 (FLSA), 29 U.S.C. §§ 201–219; 29 C.F.R. pt. 541; WBP 3.02, “Windham School District Superintendent Responsibilities and Authority”; WBP-07.11, “Leaves and Absences”; WBP-07.12, “Compensatory Time and Overtime”; SD-07.09 “Hours of Duty”; OD-07.12 “Compensatory Time”*

Reference: Tex. Gov’t Code §§ 658.010, 659.018

APPLICABILITY: Windham School District (WSD or District)

EMPLOYMENT AT-WILL CLAUSE:

This directive does not constitute an employment contract or guarantee of continued employment and does not create a legally enforceable interest or limit the superintendent’s authority to implement personnel policies. WSD reserves the right to revise this policy at any time.

POLICY:

WSD recognizes the benefit to WSD and WSD employees provided by the opportunity to work remotely on occasion or to ensure continuity of operations during exigencies. Additionally, WSD may designate certain job descriptions as telework-eligible when teleworking may be in the best interest of WSD. WSD policies and procedures remain in effect regardless of where work is performed. Telework and remote work will be managed according to this directive without regard to race, color, religion, sex (gender), national origin, age, disability, or genetic information.

DEFINITIONS:

These definitions are meant only for this directive and may not apply in other contexts.

“Designated Office” is a location on WSD, TDCJ, or a partner entity property to which an employee is assigned.

“Exempt Employee” is an employee who is not subject to the wage and overtime provisions of the FLSA.

“Non-Exempt Employee” is an employee subject to the wage and overtime provisions of the FLSA.

“Remote Work” is the temporary performance of job duties at a location other than the employee’s designated office. Remote work does not apply if an employee is in travel status.

“Remote Workplace” is a location other than an employee’s designated office from which the employee performs WSD job duties.

“Telework” is the performance of job duties at a location other than the employee’s designated office on a permanent, long term, or regular basis as part of an ongoing work schedule.

PROCEDURES:

I. Teleworking

A. Authority

The superintendent may designate certain positions as “telework-eligible” for the benefit of the District. Designating positions as “telework-eligible” may further the District’s objectives by improving productivity and enhancing employee recruiting and retention because of the flexibility or efficiency teleworking provides specific positions. An employee’s authorization to telework is revocable at any time.

1. An employee may not telework unless their position’s job description includes the “telework-eligible” designation.
2. An employee in a telework-eligible position may not telework until the employee and the employee’s immediate supervisor sign a Telework Agreement (Attachment A) and Telework Equipment Checkout Form, if applicable (Attachment B).

B. Equipment, Software, and Supplies

1. Immediate supervisors will identify the equipment, software, and supplies required to telework.
2. Office supplies required to complete assigned work should be obtained from the designated state office. The District will not reimburse employees for expenses incurred by an employee to purchase supplies while working remotely, such as computer paper, pens, and pencils.
3. **Equipment Checkout**
All WSD equipment must be inventoried and verified by the employee’s immediate supervisor before the employee takes possession and upon return to the designated office. The inventory must be included on the Telework Equipment Checkout Form (Attachment B). An employee may not remove WSD property for purposes of teleworking without completing and signing an Equipment Checkout Form.

C. Responsibilities and Liability

1. The District is responsible for preventive maintenance, repair, and replacement of state-owned equipment and will provide telephone support for hardware and

software during designated business hours. Employees must immediately notify their supervisor of equipment malfunctions and may be required to work from the designated state office until the equipment is repaired.

2. The District is not liable for damages to employees' personal property, home maintenance, operating costs, personal telephone lines, internet service, or other costs which may be associated with use of a personal residence for job duties.
3. Employees are responsible for reimbursing the District for loss or damage of District property due to negligence or willful conduct.

II. Remote Work

Occasionally, the District will benefit from employees working remotely to accommodate the needs of employees or to ensure continuity of operations in exigent circumstances. Remote work is a temporary designation. Employees have no right to work remotely and authorization to work remotely may be revoked for any reason at any time and without notice. Permanent or regularly-scheduled work from a location other than a designated office is governed by Section I.

A. Eligibility

To be eligible to work remotely, an employee must:

1. Be employed in their current position for at least 90 workdays; and
2. Have technology available at their remote workplace required to perform all their position's job duties, including telephone service and secure internet access with the ability to transmit documents and communicate by email.

B. Employee Requests to Work Remotely

Note: This section does not apply to staff on a campus roster.

Employees must request authorization to work remotely through the chain of command as follows:

1. Immediate supervisors may authorize up to sixteen hours of remote work per employee, per workweek. Total remote work must not exceed 24 hours per month.
2. Division directors may authorize more than sixteen hours of remote work per workweek. Total remote work must not exceed 40 hours per month.

C. Superintendent-Initiated Remote Work

1. The superintendent may request or require employees to work remotely during situations in which remote work is necessary or appropriate to ensure continuity of District operations.

2. The superintendent may waive any policies or procedures applicable to remote work at the superintendent's discretion. The superintendent will communicate directly to employees or through employees' chain of command as necessary.

D. Equipment, Software, and Supplies

Remote-working employees must use their own equipment and supplies. Employees who are not issued laptops or cell phones as part of their normal duties must use their own technological devices.

E. Responsibilities and Liability

1. Employees must immediately notify their supervisor of equipment malfunctions or any other cause that prevents productivity and may require working from the designated state office until the equipment is repaired.
2. The District is not liable for damages to employees' personal property, home maintenance, operating costs, personal telephone lines, internet service, or other costs which may be associated with remote work.
3. Employees are responsible for reimbursing the District for loss or damage of District property due to negligence or willful conduct.

III. Work Hours and Compensation


- A. Remote working employees must use the "Remote Work Timesheet" (Attachment C) to document work performed if remote work is greater than four hours in one day. Employees who work remotely up to four hours in one day should include a note in the time-keeping system to document work performed with the remote work designation.

Work hours, overtime compensation, leave, and vacation schedules of teleworking and remote working employees are governed by District policies and directives.

- B. Teleworking and remote working employees must enter exact hours worked into the applicable time keeping system in accordance with SD-07.09 "Hours of Duty."
- C. Teleworking and remote working employees earn compensatory time for working on a non-scheduled working day in accordance with WBP-07.12 "Compensatory Time and Overtime" and OP-07.12 "Compensatory Time."
- D. Teleworking and remote working employees must request prior approval to work overtime or to work on a regular day off in accordance with SD-07.09 "Hours of Duty." Employees who work outside of approved hours or who work overtime without permission are subject to disciplinary action.
- E. Teleworking and remote working employees must record absences in the WSD timekeeping system in 15-minute increments in accordance with WBP-07.11, "Leaves and Absences."

IV. Confidentiality and Public Information

- A. Teleworking and remote working employees are subject to applicable laws and WSD policies governing confidential and sensitive information, and must maintain confidentiality of all records and information created, compiled, obtained, or maintained in the scope of WSD employment. Confidential information, including student and resident records, must be kept secure from all persons, including family, who are not specifically authorized by law or policy to access the information.
- B. Information related to job duties may not be commingled with personal information in hard copy or electronically. All information created, compiled, obtained, or maintained in the scope of WSD employment is considered public information and subject to disclosure under the Public Information Act. Information related to an employee's job may not be destroyed except in accordance with the WSD records retention schedule.
- C. Employees who violate confidentiality laws or policies are subject to disciplinary action and potentially civil or criminal liability.



Kristina J. Hartman, Ed.S.
Superintendent
Windham School District

Windham School District Telework Agreement

Employee Name: _____ Division: _____

Employee ID: _____ Campus/Dept.: _____

Telework Schedule Requested: Days of the Week: _____ Hours of the Day: _____

This Telework Agreement begins _____ and is effective until terminated by WSD or the employee.

The employee and immediate supervisor must review and discuss the requirements of teleworking and sign this agreement before an employee may work from a location other than the designated office, except as authorized by the superintendent.

Equipment and Services Required:

Equipment Required	Not Applicable (N/A)	Provided by Employee	Provided by WSD	
			Already Assigned to Employee	Additional Equipment Needed
Phone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Desktop/Laptop Computer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Printer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
High Speed Internet Connection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Antivirus Software <i>(screenshot required if provided by employee)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VPN Client Software	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Remote Desktop Protocol (RDP)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Job Tasks:

Describe the duties that will be performed while teleworking (based on the current job description).

I. Requirements

- 1 Employee and immediate supervisor have agreed on a telework schedule.
- 2 The following topics have been discussed and are understood:
 - Performance expectations;
 - Communication expectations;
 - Employee's plan to provide an adequate and safe work space;
 - Accessing necessary equipment and supplies;
 - Requirements for the care of WSD equipment and supplies; and

Windham School District Telework Equipment Checkout

Employee Name: _____ Division: _____

Employee ID: _____ Campus/Dept.: _____

Physical Address of Telework Workplace: _____

The following WSD equipment is issued to this employee to use while teleworking:

Desktop/Laptop Computer Inventory #: _____

Other (Specify) Description: _____

Employee Responsibility

Employees who are issued WSD property:

- are financially responsible for the property if lost, stolen, or damaged due to the employee's negligence or misuse;
- may not allow non-employees to use WSD property;
- may not use WSD property for uses other than official WSD business;
- upon termination of teleworking or WSD employment, must immediately return equipment in the same condition as received;
- must report malfunctions or damage to electronic equipment to Information Technology Department; and
- must notify their immediate supervisor and file a police report if property is stolen regardless of whether the employee was negligent.

Acknowledgement

I have read and understand my responsibilities as described above. I understand that I am financially liable for loss or damage to the equipment listed above if the loss or damage results from my negligence, intentional act or failure to exercise reasonable care to safeguard, maintain, and service the equipment. (Texas Government Code §403.275)

Employee Signature

Date

Immediate Supervisor Signature

Date

Windham School District
 Remote Work Timesheet

Name: _____

Unit (Dept): _____

For the Work Week Beginning Thursday (enter date): _____

All remote work time should be entered into TimeClock using Leave Code 58000 for Exempt and Non-Exempt staff.

	Date	Time In		Time Out		Time Worked		Description of Work
		Hour	Minutes	Hour	Minutes	Hour	Minutes	
Thursday								
Total Thursday Time:								
Friday								
Total Friday Time:								
Saturday								
Total Saturday Time:								
Sunday								
Total Sunday Time:								
Monday								
Total Monday Time:								
Tuesday								
Total Tuesday Time:								
Wednesday								
Total Wednesday Time:								

Total Time Worked _____

I certify that the above record reflects a true and accurate accounting of my time for the pay period indicated.

 Signature of Employee

 Date