

## Remote/Telework Policy

Fargo Public Schools supports remote/teleworking where it meets the business needs of the district. The objective of this policy is to provide flexible work environment arrangements when consistent with business needs as part of the district's strategy to attract and retain a highly qualified and skilled workforce. These arrangements provide business-related benefits to the district including:

- Attracting and retaining skilled workers from throughout the nation, state and region
- Allowing employees flexibility in performing work from an approved alternative worksite while delivering quality services to customers
- Increasing productivity as a result of fewer interruptions and distractions
- Supporting continuity of operations
- Reducing the need for office space and parking
- Minimizing impact to the environment

### Scope

This policy applies to all employees of the Fargo Public Schools. This policy does not apply to employees who:

- Work at home as a temporary or reasonable accommodation
- Work at home on a case-by-case or situational basis

### General Standards and Expectations

The use and approval of remote/telework is at the sole discretion of the district, and the district may terminate a remote/telework agreement at-will, at any time, with or without cause or notice. Not all work situations are appropriate for remote/telework, nor is remote/telework appropriate for all employees. The district must ensure that an appropriate remote/telework location and an appropriate framework of expectations exists prior to entering into a remote/telework agreement with an employee, as outlined below.

### Employee Expectations

- *Personal Activities:* Remote/telework hours are regular work hours and may not be used as a substitute for personal activities, such as dependent care or errands. Just as with regular work hours, remote/teleworkers are expected to follow district leave policies and procedures to request time off from remote/telework to engage in non-work activities.
- *Work Schedule/Meetings:* Prior to entering into a remote/telework agreement, the supervisor and remote/teleworker must discuss the work schedule, including normal workday hours, breaks, and core hours, and the use of leave. The work schedule must comply with the FLSA, district policies and procedures, and the applicable plan. Any changes to the work schedule due to flex time, overtime, or other situations must follow the applicable plan or bargaining agreement. Exempt employees must notify their supervisor if they will not be available due to flexing time. The supervisor must determine the number of days per week/payroll period that the employee will be permitted to work remote or telework.

Unless excused by the supervisor, the remote/teleworker must attend all assigned meetings, including those which normally would be held on a remote/telework day. The supervisor will determine whether the remote/teleworker's attendance at the meeting must be in-person, or if the remote/teleworker may attend the meeting remotely from the remote/telework location.

- *Location and Travel:* Normal commute time between a remote/telework location and the permanent/principal work location is not work time. If occurring during the remote/teleworker's normally scheduled work hours, travel time between the remote/telework location and the

permanent/principal work location is considered work time. For example, if a remote/teleworker begins work at the remote/telework location at 8 a.m., and then travels to the permanent/principal work location beginning at 10 a.m., travel time would be considered work time.

Travel home from the permanent/principal work location is not work time, unless the remote/teleworker continues to perform work activity from the remote/telework location after returning from the permanent/principal work location. All costs related to travel are the responsibility of the employee.

If the remote/teleworker is working at an alternative work site (not the remote/telework location and not the permanent/principal work location), the mileage from the alternative work site to the permanent/principal work location shall be reimbursable in accordance with the district policy. Any travel to the alternative work site is considered work time if it occurs during the remote/teleworker's normal work hours.

- *Communications:* Remote/teleworkers must be reachable by co-workers, supervisors, and administrators during agreed-upon hours. Remote/teleworkers must notify assigned office staff and/or their supervisors if they leave their remote/telework location during work hours, just as they would if they worked in the permanent/principal work location. They must also notify the supervisor if they are not performing work due to vacation/personal or sick time and must follow the normal procedures for requesting time off.
- *Supplies and Expenses:* Supplies needed for the remote/telework location will be obtained through the normal supply request procedures. A remote/teleworker must seek prior approval from the supervisor for expenses that will be incurred. Approved expenses will be reimbursed in accordance with existing district policies and employment plans.
- *Responsibilities When Remote/telework Location is in the Home:* The remote/teleworker is responsible for establishing and maintaining a safe and adequate remote/telework location in the home. The designated remote/telework location may be subject to review and approval by the supervisor to ensure that it is conducive to performing work. The remote/teleworker will be responsible for all costs related to modifications of the remote/telework location including, but not limited to remodeling or electrical modifications. In-person business meetings may not be held in the home remote/telework location; meetings may be conducted in a public setting outside the home or via video conference, phone conference, or other electronic means.
- *Privacy and Security:* Remote/teleworkers must make arrangements with their supervisors regarding any necessary access to confidential or sensitive information while working at a remote/telework location. The information type will be documented in the remote/telework agreement before the remote/teleworker may take the information from the principal/permanent work location. Remote/teleworkers are responsible for protecting the privacy and confidentiality of data and information at their remote/telework location, which includes compliance with information technology security policies. Remote/teleworkers must ensure the security of data and information that is transported to and from their remote/telework location.
- *Insurance:* Any insurance for district-owned equipment is the responsibility of the district. The district is not responsible for insuring the remote/telework location. Remote/teleworkers are responsible for purchasing personal insurance for employee-owned equipment and for the remote/telework location, if desired. The district is not responsible for any loss or damage to any employee-owned equipment.

- *Return of Property:* Any district-owned property used specifically for remote/telework purposes, documents, and other information must be returned upon termination of the remote/telework agreement.
- *Notice to Supervisor:* Remote/teleworkers are responsible for promptly notifying their supervisor of an equipment malfunction or failure of either district-owned or employee-owned equipment needed to do assigned work. If the malfunction prevents the remote/teleworker from performing assigned tasks, the remote/teleworker must notify the supervisor immediately.
- *Performance:* Remote/teleworkers are responsible for maintaining satisfactory work performance. Declining or unsatisfactory work performance may result in termination of the remote/telework agreement.
- *Inclement Weather:* A remote/teleworker who is scheduled to work at their remote/telework location on a day with inclement weather is not expected to work as normally scheduled.
- *Closure of District Facilities:* If a district building is closed due to a natural or human-made emergency, any employee scheduled or able to remote/telework is not expected to work as normally scheduled.
- *Taxes:* Federal and state tax implications of remote/teleworking and use of the home as a remote/telework location are the responsibility of the remote/teleworker.

### Supervisor Expectations

- *Communication Plan:* The supervisor must work with the remote/teleworker to develop an effective communication plan. The communication plan should ensure that the remote/teleworker effectively manages their workload, and that remote/teleworking does not have a negative impact on the remote/teleworker's supervisors, co-workers, team, customers, or the district's operations. In addition, the supervisor should set expectations for responding to emails and phone calls during the remote/telework day and maintain regular communication with the remote/teleworker.
- *Performance Expectations Plan:* The supervisor must develop a plan that defines performance expectations and deliverables and review the plan with the remote/teleworker.
- *Emergency Plan:* The supervisor and remote/teleworker must develop emergency and back up plans with necessary phone numbers and a messaging plan in case of an emergency (e.g. equipment failure).
- *Meetings:* The supervisor should endeavor to communicate planned meeting schedules in advance within any schedule-change notice provisions of the collective bargaining agreements or personnel plans, to permit remote/teleworkers to adjust their work schedules and work location accordingly.
- *Reporting to Human Capital:* Supervisors must provide the remote/telework agreement to the district Human Capital office (e.g., to address tax implications of working in different state).

### Equipment and Materials

- *District-Provided Equipment:* The district may provide, at their sole discretion, computer hardware equipment, software, and telephone service deemed necessary for the remote/teleworker to perform assigned work at a remote/telework location.

- *Record of Equipment:* The district must maintain a record of its hardware, software, and other equipment located at the remote/telework location.
- *Employee-Owned Equipment:* The district may authorize remote/teleworkers to use employee-owned computer hardware equipment and software that is necessary to perform assigned work at the remote/telework location. A remote/teleworker's use of employee-owned technology for work purposes is subject to state policies and procedures, including other information technology use policies.
- *Installation and Repair of District-Owned Equipment:* The district is responsible for installing, testing, maintenance, and repair of its equipment and upgrades of software.
- *Repair of Employee-Owned Equipment:* The district may provide, at its sole discretion, maintenance and repair of employee-owned equipment, hardware and software used for remote/telework in situations where the district does not provide the employee with alternative district-owned equipment.
- *Business Use Restrictions:* All equipment, hardware and software agencies furnished to the remote/teleworker remain the property of the district and are subject to the same business use restrictions as if the property was located on district premises. To ensure hardware and software security for district-owned equipment, all software used for remote/teleworking must be approved by the district. District-owned software cannot be installed on employee-owned hardware unless authorized by the district. Employee-owned software cannot be installed on district-owned hardware. Remote/teleworkers must continue to comply with information technology policies.
- *Permanent/Principal Location Workspace:* The district will provide the remote/teleworker with a workspace when the remote/teleworker works at the permanent/principal location.

### Data and Security

- *Data Practices:* Remote/teleworkers must follow all applicable provisions of North Dakota Century Code and district data privacy policies when performing work at the remote/telework location. The remote/teleworker and supervisor must discuss the type and form of data which will be taken to and from the remote/telework location and must agree on the security and transfer process necessary to meet the needs of the district, to protect the security of the data, and to comply with all applicable laws and policies.
- *Data Privacy:* The address provided for the work location in GP must not contain private data. As a result, if the remote/telework location is the employee's home, the work location address used in GP must be the address of the permanent/principal work location, regardless of how many days per week the employee remote/teleworks from home.
- *Data Requests and Retention:* Data created and maintained during a remote/telework arrangement generated for the purpose of conducting district business is subject to Century Code data practices requirements regardless of whether the remote/telework is performed using district-owned or employee-owned equipment. This means the remote/teleworker is responsible for following proper retention and disposal procedures, as such data remains the property of the district, and the remote/teleworker must return all such data to the district upon request of the district or upon the remote/teleworker's separation

from employment.

### Remote/Telework Site

- *Extension of the District:* The remote/telework location is considered an extension of the district during the agreed- upon working hours. The designated remote/telework location must accommodate any equipment to be used in work performed and the remote/teleworker must protect the workspace from hazards and dangers that could affect the remote/teleworker or the equipment. The district may, at its discretion, send a representative to visit the remote/telework location, with advanced notice, to ensure that the equipment and work area are safe and free from hazards.
- *District-owned Equipment:* The remote/telework location must accommodate any equipment to be used in work performed and the remote/teleworker must protect the remote/telework location from hazards and dangers.
- *Third Party Liability:* The district does not assume responsibility for injury or property damage to third parties that may occur at the remote/telework location. If a district representative is visiting the remote/telework location on district business and is injured, the injury may be covered by workers' compensation. Business meetings held at the remote/teleworker's location, if the office is not located at the remote/teleworker's home, must be approved in advance by the remote/teleworker's supervisor and are at the discretion of the district. Business meetings may not be held in a remote/teleworker's home.
- *Workforce Safety Insurance:* An employee is covered by the state's Workforce Safety Insurance laws while acting in the course and scope of employment while in remote/telework status. Any injury that occurs within the course and scope of employment must be reported to the supervisor immediately, using the district's standard workplace injury reporting process. The employee's designated remote/telework location is considered an extension of district workspace only during scheduled remote / teleworking hours for purposes of workers' compensation. If a remote/telework location is outside the boundaries of the State of North Dakota, it may be necessary for the district to purchase workers' compensation coverage in the state where the remote/telework is located.

### Remote/Telework Agreement

- *Signature:* A remote/teleworking agreement must be signed by the supervisor and employee prior to the start of remote/teleworking. The district may require additional approvals for remote/telework agreements as part of their process. A cabinet level supervisor will have final approval of remote/telework agreements and will share approved agreements with cabinet for awareness and to communicate processes for continued services.
- *Cancellation:* The remote/telework agreement can be changed or canceled by the district at-will, at any time, with or without cause or notice. A remote/telework agreement should be canceled when the remote/teleworker has performance issues, but a supervisor may also decide to allow the remote/telework agreement to continue under a performance improvement plan with reassessment upon completion. The remote/telework agreement should be canceled if there is a change in job responsibilities requiring the employee to work in the permanent/principal work location, or when the needs of the district are not being met. The remote/teleworker can also cancel the remote/teleworking agreement at any time. The remote/teleworker must give sufficient advance notice to their supervisor of the cancellation to enable the supervisor to provide adequate space at the permanent/principal work location, minimize disruption, and meet business needs.

- *Changes to Remote/telework Agreement:* Any changes to the remote/telework agreement by the employee must be reviewed and approved by the supervisor. The supervisor has the discretion to approve or reject any proposed changes.
- *Renewal of Remote/telework Agreement:* The remote/telework agreement expires no later than one year after its effective date. At least annually, the supervisor and remote/teleworker must discuss whether to renew the remote/telework agreement. If any of the following events occur, the remote/telework agreement is suspended, and the supervisor and remote/teleworker must discuss the arrangement to determine whether to continue the remote/telework agreement:
  - A change in the remote/teleworker's job duties
  - Remote/teleworker or supervisor changes positions
  - Trial period expires
  - A change in any of the conditions of the remote/telework agreement

Remote/telework agreements must be reviewed annually or as part of the annual performance review process, and a new remote/telework agreement signed at that time, if the remote/telework is to continue.

Adopted January 2021  
Revised 7/2023

**Supervisor Remote/Telework Considerations**

The Fargo Public Schools uses remote/telework when appropriate. However, remote/telework is not appropriate for all positions or all employees. The business needs of the work unit are the primary considerations for authorizing remote/telework. Managers and supervisors must consider the pros and cons of remote/telework before submitting to a cabinet level supervisor for a final decision. The following questions may be helpful to guide your discussions or decisions about remote / telework.

**Work Unit**

1. Can the duties and tasks of the work unit be completed at another location in the same fashion as at the office?

Yes     No

What percentage of tasks could be done at another location?

Could tasks reasonably be updated so they could be done at another location while meeting the needs of the district and without changing the duties of the position?

2. If an employee remote/teleworks, would there be an increase in work for other employees?

Yes     No

3. Can staff meetings be attended remotely?

Yes     No

If yes, what additional conference tools or equipment are required?

Could the unit reasonably procure them?

Do all team members know how to use conference technologies?

Can they learn them?

Can remote/teleworkers come into the district on days when staff meetings are held?

4. Does the department access specialized data?

Yes     No

What technology systems/software are required to complete the work of the unit?

**Employee**

1. Do you have any concerns about the employee's work performance?

Yes     No

2. Is the employee currently in probationary status?

Yes     No

3. Would allowing the employee to remote/telework negatively impact customer/client services?

Yes     No

If yes, describe what the impact would be.

4. Do the employee and co-workers rely heavily on each other to perform collaborative work?

- Yes       No

If yes, what are the barriers to remote communication?

Would critical work not get completed?

What plans can be put in place to ensure that collaboration continues, and that work gets completed?

5. Does the employee work independently and manage their own priorities?

- Yes       No

6. Is the employee knowledgeable about the district’s policies and procedures that impact **remote / teleworking**?

- Yes       No

7. Does the employee clearly understand the expectations of their job?

- Yes       No

8. Does the employee need additional training to better understand the expectations of their job?

- Yes       No

9. Does the employee have the communication skills required to perform their work in **remote/telework** status?

- Yes       No

**Internal Control**

1. Are internal control activities relevant to the job documented and easy to assess for impact?

- Yes       No

If no, can you reasonably review the job responsibilities and identify internal control activities to assess the impact remote/telework might have?

2. Can all key internal control activities be accomplished under a remote/telework framework?

- Yes       No

3. Does the employee work with non-public (private, confidential, or privileged) data?

- Yes       No

If yes, is there a documented plan to protect and restrict data access in compliance with policy and law?

If not, before approving remote/telework, IT must be consulted to determine whether a plan can reasonably be developed to enable remote/telework.

4. Does the employee have a plan for record management and retention to ensure proper documentation of work activities?

- Yes                                       No

**Remote/Telework Agreement**

Employee Name:		Date:	
Fargo Public Schools:		Department:	

This remote/telework Agreement is not a contract and can be changed or canceled by Fargo Public Schools at any time, at the sole discretion of the district.

**Notice of Intent to Collect Private Information:** This Agreement requests you to provide address and contact information that may be your home or other nonpublic address and contact information. We are requesting this information for the purpose of determining a remote/telework location, and to determine the terms and conditions of a remote/telework Agreement. The information also may be used to contact you during remote/telework. In addition, in some events, it may be necessary for the district to conduct a site check of the remote/telework location using the information provided. You may refuse to provide the requested information, however if you refuse to supply the information, you will be ineligible for remote/telework. The requested information may be shared with district human capital staff, district cabinet leadership, district supervisors and other employees with a business need to access the data, information technology staff, and others as required by court order or as authorized by law.

REMOTE/TELEWORK SCHEDULE		
Effective date of remote/telework schedule (mm/dd/yyyy):		
Expiration date of remote/telework schedule (mm/dd/yyyy)*:  *The remote/telework Schedule must expire no later than one year after its effective date but may be renewed up to annually at the sole discretion of Fargo Public Schools.		
Is this a trial period (Yes/No)? If yes, the <u>enter a number</u> month trial period will be from <u>enter start date</u> to <u>enter end date</u> .		
The following will be your normal remote/telework schedule. All overtime work must be pre-approved by your supervisor.		
<i>Day of the Week</i>	<i>Work Hours</i> Example: 8:00 AM – 4:30 PM	<i>Location</i> T = remote/telework    O = District Office
Monday		
Tuesday		
Wednesday		

Thursday		
Friday		
Saturday		
Sunday		
<b>REMOTE/TELEWORK LOCATION</b>		
Location Address:		
Street Address:		
City:	State:	Zip code:
Remote/Telework Phone Number:	Remote /Telework Fax# (if applicable):	

**Personal Activities**

Remote/telework hours are regular work hours and may not be used for personal activities, including but not limited to dependent care or errands. Just as with regular work hours, remote/teleworkers are expected to follow district leave policies and procedures to request time off from remote/telework to engage in personal activities.

**Equipment/Supplies**

You are responsible for obtaining, maintaining, and protecting all state equipment and supplies for use during remote/telework. You must follow normal supply procurement and expense reimbursement procedures for obtaining supplies (e.g. supervisor approval). All district-owned equipment and supplies must be returned when the remote/telework Agreement ends.

*Please list any district equipment, software, and/or supplies to be used at the remote/telework location.*

Item Type	Fixed Asset Number	Serial Number	New Purchase? (Yes or No)	If new, what was the cost?	Employee provided equipment? (Yes or No)

**Data/Security**

Your remote/telework location is an extension of your assigned permanent/principal work location. As such, you are responsible for complying with all laws, rules, regulations, and policies regarding data practices and

data privacy. You must safeguard data to preserve the security of data as required by the State of North Dakota Century Code and district policy.

### **Data Retention and Data Requests**

Data created and maintained while remote/teleworking is district data and district property regardless of whether the data was created and maintained on state-owned equipment or your equipment and is subject to the district's data practices and records management policies. You are responsible for maintaining proper retention and disposal procedures for data at the remote/telework location. You are responsible for returning any district data upon request of the district.

### **Employment Conditions**

It is your responsibility to know and comply with all applicable federal and state laws, and district policies while remote/teleworking. Your job duties, responsibilities, and obligations of the position, as well as the related terms and conditions of employment as specified in the terms of employment that covers your employment are not changed by this remote/telework agreement. If you have questions about your responsibilities, contact your supervisor or the Human Capital Office.

### **Workforce Safety Insurance**

You are covered by the state's WorkForce Safety Insurance laws while in remote/telework status so long as you are acting in the course and scope of your employment. It is your responsibility to report ALL accidents/injuries that occur while you are remote/teleworking to your supervisor immediately, using the district's standard injury reporting process. The State of North Dakota and the district do not assume responsibility for third party injuries or property damage that may occur at the remote/telework location. You cannot hold in-person work-related meetings in a remote/telework location in your home; meetings may be conducted in a public setting or via webcam, phone conference, or by other electronic means.

### **Responsibility for Work Area/Equipment**

Any insurance for district-owned equipment is the responsibility of the district. Other than workers' compensation as described above, the district is not responsible for insuring the remote/telework location. You are responsible for ensuring that the equipment and work area are safe and free from hazards.

### **Expense Reimbursement**

Expenses will be reimbursed according to applicable district policies. You agree that you will obtain your supervisor's approval before making purchases, per the applicable policy.

### **Communication/Availability**

You are responsible for attending staff meetings in person, unless your supervisor approves otherwise. You must be available and accessible during the remote/telework schedule for customers, co-workers, and supervisors.

*List communication expectations of remote/teleworker. Include frequency or type of contact, process for requesting leave, contact during remote/telework hours, expected response time, etc.*

**Performance Expectations**

You are responsible for maintaining satisfactory work performance. A decline in work performance may result in cancellation of this remote/telework agreement.

*List how employee’s work will be monitored or evaluated (e.g. performance evaluation methods). Please provide clear directives on how expectations will be met and details on measuring performance.*

**Review/Renewal**

This remote/telework Agreement is effective for no more than one year. It must be reviewed and may be renewed by the cabinet level supervisor’s sole discretion annually during the employee performance review period. The remote/telework agreement also must be reviewed if any of the following occur: 1) a change in your job duties; 2) you or your supervisor change positions; 3) trial period expires; or (4) a change in any of the conditions of the remote/telework agreement occurs.

**Cancellation**

This remote/telework agreement can be canceled at any time by either party. If you wish to cancel this remote/telework agreement, you must provide sufficient advance notice to your supervisor to enable your supervisor to provide adequate space at your permanent/principal work location, minimize disruption, and meet business needs.

**Special Conditions**

*List any additional instructions, conditions, restrictions, or exceptions relating to this remote/telework Agreement.*



**DISTRICT REMOTE/TELEWORK TERMS AND CONDITIONS**

I agree to perform services for the Fargo Public Schools as a remote/teleworker. I understand and agree that remote/telework is a management tool to be used at the sole discretion of the district and is voluntary. As such, I understand and agree that my remote/telework arrangement may be changed or canceled at any time, at the district's sole discretion.

I understand and agree that remote/telework hours are regular work hours, and I may not use remote/telework hours for personal activities. I understand that just as with regular work hours, I am expected to follow district leave policies and procedures to request time off from remote/telework to engage in non-work activities.

I agree to not conduct personal business during remote/telework hours.

I agree that my work duties and responsibilities are not altered by remote/teleworking.

I agree that my salary and benefits are not altered by remote/teleworking.

I agree to establish a remote/telework location and ensure that the remote/telework location will accommodate any state equipment necessary for me to conduct my work. I will protect the remote/telework location from hazards and dangers that could affect the equipment and ensure my remote/telework location is conducive to work.

I agree to return all district-owned equipment and supplies immediately upon cancellation of the remote/telework agreement, or when my employment with the district ends.

I agree that if I provide the equipment used during remote/telework, I am solely responsible for servicing and maintaining it. However, the district may agree to service or maintain the equipment at its discretion.

I agree to use any and all district-owned equipment, software, data and supplies located at my remote/telework location for the sole purpose of conducting district business.

I grant permission to the district, with proper notice, to inspect my remote/telework location during core hours to ensure proper maintenance of district-owned property. The district may also inspect my remote/telework location to ensure it conforms with safety standards and other specifications in this agreement and policy guidelines.

I agree to notify my supervisor immediately if I experience equipment malfunctions which prevent me from working on my remote/telework assignment. I understand that I may be assigned other work, be asked to report

to my permanent/principal work location, be asked to take approved leave pending the repair of the equipment, and/or perform other duties as needed.

I agree that my remote/telework location is an extension of the district and therefore, I am governed by the provisions of worker’s compensation while I remote/telework so long as I am acting in the course and scope of district employment. I agree to report any accidents or injuries that occur while I am remote/teleworking to my supervisor immediately.

I agree to maintain and safeguard data in accordance with all laws, rules, regulations, and policies regarding data privacy and retention.

I agree that all products, documents, reports and data created as a result of my work-related activities are owned by my district and will be returned to the district: upon request, upon cancellation of the remote/telework Agreement, or when my employment with the district ends.

I agree that my supervisor and I have discussed a communications strategy, and that it has been outlined in this agreement, and I will follow it throughout the term of the remote/telework agreement.

I understand that I am responsible for meeting performance expectations and standards, and if I fail to do so, my remote/telework arrangement may be canceled.

**REMOTE/TELEWORK POLICY**

- I have read, understood, and agreed to the remote/telework Policy and the terms and conditions specified in this agreement.
- I acknowledge that remote/telework is a voluntary work arrangement and not an employee benefit, and that the district can change or cancel this agreement at any time at its sole discretion.
- I understand that I am expected to comply with all district policies, guidelines, rules, regulations, and state and federal laws while I am remote/teleworking in the same manner as if I was not remote/teleworking.

I have read and agree to the terms and conditions of this agreement.

Employee Signature:		Date:	
Supervisor Signature:		Date:	
HC Officer:		Date:	

Original to Personnel File    Copy to Employee    Copy to Supervisor