

PERSONNEL

Remote Work and Remote ~~Working Work~~ Agreements

The School Division recognizes that in certain circumstances it is practical and efficient to allow authorized employees to work from ~~an alternate work location~~ a remote location. Authorization for remote work is granted at the School Division's sole discretion. Approved remote ~~working work~~ is appropriately provided to ~~assure~~ ensure the goals and mission of the School Division are accomplished in a productive, thoughtful, and economical manner and is not provided solely for ~~the~~ employees' convenience. Authorization for an employee to work remotely in the Commonwealth of Virginia is granted at the discretion of the appropriate Chief Officer. Each year, at the start of the school year (July 1 through June 30), a completed *Remote Work Questionnaire* and *Remote Work Agreement* must be submitted to the Department of Human Resources. ~~Authorization for an employee to work remotely is at the discretion of the applicable chief officer, with a Remote Work Agreement provided to the Department of Human Resources. The Resources.~~ The following procedures outline the circumstances under which ~~R~~remote ~~W~~work ~~arrangements~~ *Agreements* may be made:

A. Definitions

1. ~~Alternate or~~ **Remote Work Location:** A space not owned or leased by the School Division.
2. ~~Assigned School Division~~ **Worksite:** The location where an employee typically performs School Division works.

3. **Remote Work:** The performance of ~~the essential functions of an employee's job description in an alternate work location~~ all assigned job duties from a remote location and the employee is not regularly required to report to a designated School Division worksite during scheduled work hours.
4. **Remote Worker:** An employee who performs all or part of assigned job duties from an approved remote work location rather than the employee's designated School Division worksite under an approved ~~has an active Remote working Work Agreement on file and works remotely on a consistent schedule.~~
- 4.
5. **Remote Work Agreement:** A ~~written~~ document signed by an employee and the applicable Chief Officer, authorizing an employee to work remotely. The ~~Remote Work Agreement~~ Remote Work Agreement is valid from July 1st to June 30th of the current school year and will need to be renewed annually.
5. **Remote Work Questionnaire:** A ~~form completed~~ written document completed by the supervisor to assess whether a specific position is suitable for remote work and to determine if the employee is a viable candidate to participate in a ~~Remote Work Agreement~~.
6. **Limited Remote Work:** A nonrecurring situation which typically exceeds five (5) days but is of no more than two (2) pay periods in duration in which an employee may work remotely due to extraordinary personal or work circumstances that will benefit the operations of the School Division. This type of remote work still requires an agreement to be submitted to Human Resources for documentation purposes.
- 6.

7. **Full-time Remote Work:** The employee performs all assigned job duties from an approved remote work location and is not regularly scheduled to report to a School Division worksite as set in an approved *Remote Work Agreement*.

~~7.—~~**Episodic Remote Work:** The employee performs job duties from an approved remote work location for specific circumstances and time periods on an occasional basis. ~~The is not fixed scheduleA situation in which an employee works remotely less than once per week. Remote work is on a sporadic or task-driven basis.~~

8.

~~—~~**HybridHybrid Remote Work:** The employee performs job duties from an approved remote work location and a School Division worksite at least one day per week. ~~A situation in which an employee consistently works remotely at least one day a week per a set schedule.~~

9.

~~8.—~~**Schools in session:** Indicates any day that students are scheduled to be in class, ~~other than during summer school.~~

B. Eligibility

1. Except in extraordinary circumstances, an employee must have received, at minimum, a “proficient” or “effective” in all standards on the employee’s ~~last~~ **most recent** performance evaluation and have completed the probationary period.
2. The employee must have a work history that demonstrates ~~efficient~~ **work**proficiency without close supervision.

3. The employee must be computer literate, have an available and suitable designated workspace at the ~~offsite-remote~~ work location, and have access to any computer and telecommunications equipment necessary for the completion of ~~the tasks~~ job duties.
4. By the nature of ~~their-the~~ positions, the following types of employees may not normally be eligible for an ongoing ~~R~~remote ~~W~~work ~~A~~greement:
 - a. School-based employees when schools are in session and students are physically present.
 - b. Supervisory instructional employees when schools are in session and students are physically present.
 - c. Employees who are non-exempt and eligible for overtime under the Fair Labor Standards Act (FLSA).
 - d. Employees whose physical presence at the ~~assigned-School Division~~ worksite is essential to the performance of ~~their-the~~ duties.

Principals must still approve teachers working remotely when a teacher workday has been designated as eligible for remote ~~working-work~~ by the Superintendent. The above-listed eligibility factors do not apply in this context.

C. ~~Alternate-Remote W~~work ~~L~~ocation - Within the Commonwealth of -Virginia

- ~~1.~~—A remote ~~n-alternate~~-work location in the Commonwealth of Virginia must be clearly communicated and approved in a *Remote Work Agreement* prior to an employee ~~using-performing~~ assigned job duties at the remote work location.

1. ~~The remote work location must be within the Commonwealth of Virginia.
Working in a location outside of Virginia is prohibited.~~

~~—General Rule~~

2. ~~—General rule - A remote work location must be within the Commonwealth of Virginia.~~
~~The remote work location must be within the Commonwealth of Virginia.~~ All remote work performed pursuant to an approved *Remote Work Agreement* must occur at a location within the Commonwealth of Virginia unless the Superintendent or designee approves an out-of-state ~~Remote Work application~~*Agreement*.

D. Out-of-State Remote Work Location - Permitted in Extenuating Circumstances Only

~~Out-of-state remote work is permitted only in extenuating circumstances.~~ Approval of an employee's request to have a remote work location that is not located ~~out-of-state~~ (Virginia) within the Commonwealth of Virginia ~~Remote work performed at a location outside the Commonwealth of Virginia is only authorized prohibited except~~ in extenuating circumstances and when expressly approved in writing by the Superintendent or designee.

1. **-General Conditions for Approval.** Approval of an out-of-state remote work location, (hereinafter "~~remote work~~out-of-stateout-of-state remote work,") ~~remote work~~ is granted at the sole discretion of the Superintendent or designee, is non-precedential, and may be revoked at any time, for any reason, and without advance notice.
2. **Approval of an Out-of-State Remote Work Location.** Approval is conditioned upon compliance with applicable law and regulation and the Superintendent's or designee's agreement to assume responsibility for the costs

and filing or reporting requirements for the state in which the employee is working from.

3. **-Request and Approval Procedure.**

- a. Any request for an out-of-state remote work location ~~location~~ shall be submitted in writing through the employee's supervisor, the applicable Chief Officer or designee, the Chief Financial Officer or designee and the Chief Human Resources Officer or designee for review prior to consideration by the Superintendent or designee.
- b. The request shall describe the extenuating circumstances, the proposed work location, the anticipated duration of the arrangement, and the manner in which the employee will continue to perform the essential functions of the position.
- c. No out-of-state remote work may commence prior to the Superintendent's or designee's written approval and execution of an ~~amended~~ *Remote Work Agreement*.
- d. ~~The Superintendent or designee may only approve an out-of-state remote work agreement~~ *Remote Work Agreement* if the Chief ~~Finance~~ Financial Officer or designee determines that it is financially reasonable to comply with the applicable taxes and/or fees, insurance costs or similar costs required by the state and/or city/county in which the remote worker is applying to work from. Such determination will be made part of the ~~application~~ agreement for out-of-state remote work. Approval for of a ~~remote work~~ out-of-state remote work location

may be revoked if, after the date that the ~~remote work out-of-of~~ state remote work ~~location~~ location is approved, the Chief ~~Finance~~ Financial Officer or designee determines that it is no longer financially reasonable to comply with the other state's requirements or any Virginia requirements for out-of-state remote workers.

4e. —Employee Obligations and Division Protections. An employee approved to work remotely from a location outside of the Commonwealth of Virginia shall remain subject to all applicable School Board policies, School Division regulations, and *Remote Work Agreement* ~~requirements,~~ requirements. ~~and acknowledges and agrees as follows: (i) the employee's assigned worksite, position of record, and employment relationship remain situated in the Commonwealth of Virginia; (ii) the employee is responsible for compliance with all laws of the jurisdiction in which the remote work is performed, including but not limited to tax, licensure, professional certification, and registration requirements and the School Division shall not be responsible for any additional taxes, fees, withholdings, or liabilities arising from the employee's presence in another jurisdiction; (iii) the employee remains subject to the wage, hour, and overtime provisions of the Fair Labor Standards Act and the Virginia Overtime Wage Act as applied to the employee's Virginia-based position; (iv) workers' compensation coverage is governed by Virginia law, and the School Division makes no representation regarding coverage of injuries outside of the Commonwealth; (v) the employee shall be responsible for any costs, travel time, or expenses associated with returning to the assigned worksite when in-person attendance is required; and (vi) T~~the employee shall maintain the confidentiality of the School Division data and comply with all Department of Technology requirements while working from the approved out-of-state remote work location.

5. ~~f.~~ **Duration and Review.** Approval of out-of-state remote work shall be limited to the duration of the extenuating circumstance and shall be reviewed by the Superintendent or designee at intervals not to exceed every ninety (90) business days. Approval shall not extend beyond the term of the underlying *Remote Work Agreement* and must be re-approved in writing by the Superintendent or designee in connection with any subsequent *Remote Work Agreement*.

2. 6. ~~g.~~ **Work Location.** The assignment of employees to specific work locations is a management right reserved to the School Division. Additionally, school administration has the authority and responsibility to determine the methods, means, and operational requirements by which employees perform their assigned duties in order to meet the educational and organizational needs of the school and the Division.

7. ~~h.~~ **Conditions of Work Location and Work Injury Reporting Requirements.** The ~~alternate-remote~~ work location must be free of distractions, and the remote worker must be accessible by email, virtual meeting platforms, and/or phone during work hours.

3. _____

4. a1) The employee must contact ~~their~~ the supervisor immediately if an emergency occurs at the ~~alternate-remote~~ work location that prohibits the employee from performing ~~their~~ the job duties, including a phone or internet outage. ~~The employee will be expected to report to the worksite in such cases.~~

5. b2) Work-related injuries that occur in the ~~alternate-remote~~ work location must be reported to the supervisor and require adherence to workers' compensation reporting procedures.

6. c3) If there is reason to believe that unsafe conditions exist at the ~~alternate-remote~~ work location, or if workers' compensation claim(s) are filed by the remote worker, the School Division reserves the right to inspect the ~~alternate-remote~~ work location by giving the employee notice.

7. 8. ~~i. —~~ **Reimbursable Expenses, Payments for or Responsibility for Out-of-State Remote Work-Related Expenses.**
The School Division will reimburse the expenses, provide a stipend, a Data Communication Allowance and/or Emergency Communication Allowance, or otherwise take responsibility for reasonable ~~work related~~ work-related expenses for the out-of-state remote worker in accordance with the applicable law or regulation of the state, city or county where the employee is approved to work and/or in accordance with applicable Virginia law or regulation. The application for out-of-state remote work ~~approval~~ must include the agreed expenses, reimbursable amounts or responsibilities for payment for the anticipated costs of reasonable work-related expenses as agreed to by the applicant and the School Division. The agreement regarding work related expenses may be altered. ~~Unless authorized to meet specific circumstances, all costs incurred by a remote worker to arrange an alternate worksite and to work remotely are the employee's responsibility and will not be reimbursed (e.g., telephone charges; internet service; home office equipment, furniture, and software).~~ Agreements regarding reimbursements or work-related expenses must meet IRS requirements for either accountable or nonaccountable plans. Additionally, the School Division must reimburse employees approved for out-of-state remote work if the work-related

expenses cause the employee's earnings to fall below applicable minimum wage laws or regulations.

~~8.~~ 9. ~~j.~~ **School Division Owned Software and Equipment.**

School Division-owned software may be installed on an employee-owned computer, subject to license agreements, and if no longer deemed necessary by the supervisor to the remote worker's work assignment, must be removed upon termination of the ~~Remote Work~~ **arrangement**~~Agreement~~. School Division owned software should not be used for personal reasons.

~~9.a)~~ Employees who have been approved to work remotely must obtain permission from ~~their~~ **the** supervisor to use School Division equipment in a remote location and will be responsible for maintaining and protecting the equipment on loan. Equipment on loan shall be used for work-related purposes only and its use is governed by acceptable use policies. Employees must immediately report any School Division equipment, **such as devices and hardware**, that is damaged, compromised, or lost. **Use of personal equipment to perform work-related duties is subject to conditions set by the employee's supervisor.**

~~10. If a remote worker is authorized to use personal equipment, the School Division will not assume responsibility for the cost of equipment, repair, or service. The employee must be in compliance with all Department of Technology requirements.~~

~~11. b2)~~ **E**Employees are responsible for protecting all data and ensuring compliance with all regulations regarding confidentiality of materials.

~~D.~~ E. Circumstances that ~~M~~may ~~W~~warrant ~~H~~hybrid or ~~E~~episodic ~~or limited R~~remote working ~~Work~~ by ~~E~~employees.

An employee may be authorized to work remotely on a hybrid schedule or episodically when it is determined that the employee's duties may be performed on such a schedule without ~~interfering~~interfering with or disrupting the work of the employee's department. ~~from an alternate work location:~~

- ~~1. When the employee would otherwise be required to report to work during a weather-related or other school closing.~~
- ~~2. When schools are closed for the summer break, the employee may periodically be authorized to work remotely on an agreed-upon schedule if the employee is not assigned summer school responsibilities.~~
- ~~3. To complete special project work that requires minimal interruptions.~~
- ~~4. When a schedule for remote work cannot be established due to the nature of the position.~~
- ~~5. During unusual circumstances such as construction, an accident, pandemic*, weather-related, or natural disaster that makes the primary worksite inaccessible/uninhabitable.~~
- ~~6. On a teacher workday when students are not in school and which has been designated as eligible for remote working by the Superintendent.~~
- ~~7. Due to unique and unusual circumstances as determined by the Superintendent or designee.~~

~~E.~~ F. Guidelines for ~~R~~remote working ~~Work~~.

1. Working remotely is not an entitlement; rather, it is a job assignment for employees to complete ~~their~~ the assigned duties and responsibilities from a location other than the assigned **School Division** worksite.

~~1.—~~The supervisor must complete the *Remote Work Questionnaire*, and both the employee and supervisor must review, sign, and submit the ~~Remote Work Agreement~~*Remote Work Agreement* for approval annually. ~~Remote Work Agreements must be reviewed completed and resubmitted submitted for approval annually, at minimum.~~

2.

~~2.~~ 3.- Remote work may not be used in lieu of taking personal leave, sick leave or annual leave. However, with approval of the Chief Officer **or designee**, an administrator may determine whether it is appropriate to offer remote work as an opportunity for temporary, partial, or full return-to-work from illness/injury or for disability accommodations. The department must contact the Office of Employee Relations whenever a disability ~~accommodations are being~~accommodation is considered.

~~3.~~ 4.- Working ~~R~~remotely is ~~N~~not a ~~S~~substitute for ~~D~~dependent ~~C~~care. While performing work duties remotely, employees are expected to have dependent care arrangements in place, and proof of dependent care may be requested. However, there may be unplanned, unusual, or temporary circumstances (e.g., an unscheduled remote workday in which schools are closed) when remote work may be an appropriate short-term workplace flexibility for employees with caregiving responsibilities. These short-term temporary circumstances should represent the exception and not the rule.

4. 5. Remote work assignments do not change the conditions of employment, contract/work hours, compensation, or benefits. Employees approved for remote ~~working~~work must comply with all School Division policies and procedures and meet all evaluation performance standards. While presenting from a remote location, apparel, background settings, language, etc., should adhere to normal ~~classroom~~work locations and division standards.
5. 6. An employee's performance when ~~remote-working~~working remotely will be monitored in the same manner as employees at ~~an assigned~~a School Division worksite. The performance standards should be based on a results-oriented approach and should describe the quantity and quality of expected work products and the method of evaluation.
6. 7. During the ~~employee's~~employees' normal ~~working-work~~ hours, the employee must be available to communicate with the employee's supervisor and other work-related contacts and perform assigned tasks.
7. 8. In-person attendance at the employee's ~~assigned~~worksite for on-site meetings, conferences, training sessions, and other activities may be required at the sole discretion of the supervisor. Transportation for such attendance is the employee's responsibility.
8. 9. Supervisors are required to ensure the work hours of non-exempt employees are documented in compliance with School Division standards and the FLSA. A weekly log of duties performed while working remotely may be required by the supervisor.
9. 10. During emergency closings or similar circumstances, supervisors will communicate with those employees eligible to work remotely the expectations for continuing work during emergency closings or circumstances.

F. G. Procedure for Requesting the Opportunity to Remote Work.

- ~~1.~~ 1. Prior to submitting a ~~Remote Work Agreement~~ *Remote Work Agreement*, the position's eligibility for remote work and an employee's candidacy to participate in remote work should be evaluated by the supervisor and approved by the Chief Officer using the VBCPS *Remote Work Questionnaire*. The *Remote Work Questionnaire* will be forwarded to the Department of Human Resources. ~~for review. Human Resources may ask for further clarification prior to providing the requesting department a Remote Work Agreement for completion.~~
 - ~~2.~~ Authorization for limited remote work (less than two pay periods) is at the discretion of the Chief Officer, with a ~~Remote Work Agreement~~ provided to the Office of Employee Relations in the Department of Human Resources for tracking and documentation purposes. **Note: For limited remote work due to public health emergencies (under Regulation 4-45.5), the remote work should not exceed the 10-14 days required to quarantine.**
 3. A ~~Remote Work Agreement~~ *Remote Work Agreement*, signed by the employee and approved by the supervisor and Chief Officer or designee must be submitted to the Department of Human Resources indicating whether the request is for ~~limited~~, episodic, hybrid, or full-time remote work.
- ~~—~~ The Chief Officer or designee approving the ~~remote work agreement~~ *Remote Work Agreement* is responsible for compliance with the requirements contained in this Regulation and outlined in the ~~Remote Work Agreement~~ *Remote Work Agreement* as well as ~~ensuring~~ ensuring that remote work is treated consistently and equitably within ~~their~~ the department. ~~The Chief Officer or designee will be responsible for determining if a remote work stipend, equipment, software or other work related expenses are needed for the employee to work at the remote work location.~~

~~4. The Chief Finance Officer or designee will be responsible for determining and approving whether it is financially feasible to comply with all laws, regulations, statutes regarding payroll, benefits, worker's compensation, etc., in the state and/or locality where the employee is requesting to work remotely from.~~

~~5.2.~~ The School Division may terminate the ~~remote work agreement~~ *Remote Work Agreement* for any reason at its discretion at any time and without advance notice.

~~6.3.~~ If an employee is to work remotely due ~~as to~~ an accommodation for medical or disability reasons, the supervisor will consult with the Office of Employee Relations in the Department of Human Resources prior to initiating the request and before terminating the ~~remote work arrangement~~ *Remote Work Agreement*.

~~7. There are no grievance or appeal rights regarding denial of remote work requests.~~

4. All ~~Remote Work Agreement~~ *Remote Work Agreements* are maintained in the employee's personnel file.

Related Links

[Regulation 4-45.1](#)

[Regulation 4-45.4](#)

[Regulation 4-87.2](#)

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