



WINDHAM SCHOOL
DISTRICT

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September 1, 2025
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August 2, 2023

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; TDCJ Board Policy BP-11.75, “Telework”; 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, the superintendent may authorize teleworking when a designated office is unavailable or impractical or otherwise serves 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. Only the superintendent or designee may authorize exceptions to this policy.

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 designated location, other than an office on WSD, TDCJ, or a partner entity property, on a permanent, long term, or regular basis as part of an ongoing work schedule.

PROCEDURES:

I. Teleworking

A. Authority

The superintendent may authorize teleworking when a designated office is unavailable or impractical or otherwise serves the best interest of WSD. An employee’s authorization to telework is revocable at any time, for any reason.

An employee may not telework until the employee secures a completed and signed 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 a designated office or other authorized WSD location. The District will not reimburse employees for expenses incurred by an employee to purchase supplies while teleworking, 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: Staff on a campus roster who provide direct instruction are not eligible to work remotely except as authorized by the superintendent.

1. Staff on a Campus Roster Who Do Not Provide Direct Instruction

Regional principals may authorize up to sixteen hours of remote work per employee, per workweek. Total remote work may not exceed 24 hours per month.

2. Other Staff

- a. Immediate supervisors may authorize up to sixteen hours of remote work per employee, per workweek. Total remote work may not exceed 24 hours per month.
- b. The superintendent and division directors may authorize more than sixteen hours of remote work per workweek. Total remote work may not exceed 40 hours per month.

C. Superintendent-Initiated Remote Work

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.

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

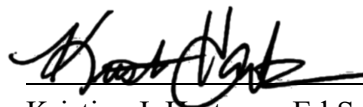
- A. Employees who work remotely should include a note in the time-keeping system to document work performed with the remote work designation.

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

Attachment A

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
 - Requirements for modifying, suspending, and discontinuing telework.

II. Employee's Responsibilities

1. To abide by all District policies;
2. To maintain a telework environment conducive to the successful performance of job duties;
3. To abide by assigned work schedule and to receive written approval from immediate supervisor before deviating from assigned work schedule;
5. To report time in accordance with WSD's policy;
6. To maintain the confidentiality of WSD's information;
7. To abide by the expectations and requirements listed above;
8. To maintain, protect, and return upon request all WSD equipment and supplies and use WSD property only for official WSD purposes.

III. Termination of Telework Agreement

The District may terminate this Agreement at any time for any employee for any reason and without notice. The District will not be responsible for costs, damages, or losses associated with terminating this Agreement. The employee may terminate this Agreement at any time and return to employee's assigned work schedule at the employee's designated state office or as determined by the superintendent. Upon termination of this Agreement, the employee must immediately return to the District all documents, records, notes, data, equipment, supplies, and other District property in the employee's possession.

IV. Acknowledgement:

I understand that I must meet or exceed productivity standards and/or project deadlines while teleworking. I understand that I must comply with all WSD policies and procedures, including those related to leave, conduct, and work schedule. I understand that I have no right to telework and WSD may revoke the authorization to telework at any time for any reason.

By signing below, the employee and immediate supervisor affirm that they have discussed, understand, and agree to abide by this Agreement.

Employee Signature Date

Immediate Supervisor Signature Date

Regional Principal/Department Director Signature Date

Division Director Signature Date

Superintendent Signature Date

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