

## VENTURA COUNTY OFFICE OF EDUCATION

### **SUPERINTENDENT POLICY**

**ADMINISTRATIVE REGULATION NO. 4113.5 / 4213.5**

**ADOPTED: 08/12/20**

**CLASSIFICATION: Personnel**

**REVISED:**

**SUBJECT: WORKING REMOTELY PROTOCOLS**

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The purpose of this Administrative Regulation is to provide the detailed protocols for any such circumstance where working remotely might be viable. The Superintendent requires that essential VCOE functions continue to be performed at a high level of fidelity and professional service in an alternative location. VCOE will implement these protocols in keeping with the mission of the organization. The Superintendent has discretion to withdraw or change the protocols if deemed necessary at any time.

The Department Administrator shall work with Human Resources to designate and authorize any position which might qualify and where a Working From Home Agreement (“Agreement”) would apply. The agreement is Exhibit 4113.5/4213.5.

Any agreement is subject to the terms and conditions set forth below and any and all VCOE policies, procedures, handbooks and contracts, except where the terms and conditions below modify the necessary details.

### ELIGIBILITY CRITERIA

Working from home is not suitable for all positions or employees. The Department Administrator in coordination with Human Resources has the discretion to determine the employees and positions who may work from home utilizing criteria that includes, and is not limited to:

1. The operational needs of the employee’s department and VCOE;
2. The ability of the employee to perform their specific job duties from a location separate from a VCOE worksite without diminishing the quantity or quality of the work performed; (the separate or non VCOE worksite will be known as the “Alternate Worksite”)
3. The degree of face-to-face interaction with other VCOE employees and the public that the employee’s position requires;
4. The portability of the employee’s work;
5. The ability to create a functional, reliable, safe, and secure Alternate Worksite for the employee at a reasonable cost;

6. The risk factors associated with performing the employee's job duties from a location separate from a VCOE worksite;
7. The ability to measure the employee's work performance from a location separate from a VCOE worksite;
8. The employee's supervisory responsibilities;
9. The employee's need for supervision;
10. Other considerations deemed necessary and appropriate by the employee's immediate supervisor, Department Administrator and Human Resources.

Working From Home Assignment:

1. Any agreement is valid for a long-term duration and is subject to performance and success of the terms and conditions to be ongoing. VCOE may, in its discretion, decide to terminate the agreement at any point in time for any reason, such as change in work conditions, change in necessary duties, etc.
2. As part of the agreement, the employee must acknowledge and agree that the agreement is temporary and subject to the discretion of management. VCOE will approve working remotely on a case-by-case basis consistent with the eligibility criteria.
3. The alternate worksite becomes the employee's official worksite and they are expected to forego individual workspace at a VCOE worksite. The employee will be able to access shared workspace at a VCOE worksite by scheduling designated time in coordination with their supervisor and others utilizing the shared workspace, similar to the designated "itinerant" positions that perform their duties at multiple locations. Employees will have access to the conference and meetings rooms in accordance with the Facilities Use Regulations.
4. Non-exempt employees who are entitled to overtime shall set a work schedule in the agreement, including rest and meal breaks ("Work Schedule"). Any deviation from the Work Schedule must be approved in advance, in writing, by management, pursuant and in accordance with Superintendents policies 4113.13 and 4253. Non-exempt employees must take meal and rest breaks while working at an alternative worksite, just as they would if they were reporting to work at a VCOE worksite. Non-exempt employees may not work remotely outside their scheduled work hours without prior written authorization from their supervisor. A non-exempt employee who fails to secure written authorization before working outside their scheduled work hours may face discipline for working unauthorized overtime. Such action may be grounds for rescission of the agreement.
5. Employees working from home are required to be accessible in the same manner as if they are working at a VCOE worksite during the established work schedule, regardless of the designated location of the alternate worksite. Employees must be accessible via telephone, email, videoconference, or network access to their supervisor and other VCOE employees while working from home, as if they are working at a VCOE worksite.

Employees shall check their VCOE phone messages and emails on a consistent basis. Should cell phone accessibility and usage for work calls be determined to be part of what makes communicating successful and necessary in order to work from home, a cell phone stipend may be added to the compensation pursuant to Superintendent Policy 3513.11.

6. Employees shall work in accordance with the agreement work schedule. Employees are required to maintain an accurate record of all hours worked at the alternate worksite and make that record available to their supervisor, Department Administrator or Human Resources upon request. Employees shall record all non-productive work time as time off on their timesheet. A non-exempt employee's failure to track their hours properly and accurately while working from home will be grounds for rescission of the agreement and may be grounds for discipline up to and including termination.
7. While working from home, employees shall adhere to the following:
  - a. Be available to the department via telephone or email during all agreement designated work hours.
  - b. Have the alternate worksite be quiet and reasonably free of distractions and interruptions, with reliable and secure internet or wireless access.
  - c. All periods of the employee's unavailability must be approved in advance by management in accordance with VCOEs policies, procedures, contracts, and handbooks and documented on the appropriate leave of absence documentation.
  - d. Employee will accurately report any used sick leave (including personal necessity or discretionary leave), vacation or non-contract days on their monthly timecard. All timecards and claim of time worked is subject to Penal Code Section 424(a).
  - e. Employees shall ensure dependent care will not interfere with work responsibilities during the workday.
  - f. Employees must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.
  - g. Employees agree to follow VCOE's policies for the use of VCOE owned and provided equipment and supplies. Employees will report to their supervisor any loss, damage, or unauthorized access to VCOE owned equipment, immediately upon discovery of such loss, damage, or unauthorized access. Employees will complete incident reports as necessary.
  - h. Employees agree to not purchase any needed supply or equipment for use while working at home, on their own. Employees agree they will not be reimbursed for any supply or equipment. Employees will utilize the Purchasing Department to procure any and all needed work supplies or equipment with prior approval from their supervisor and Department Administrator as necessary, pursuant to Superintendents Policy 3311 and Administrative Regulation 3311.

- i. Employees will not be reimbursed for mileage to travel from their alternate worksite to a VCOE worksite to turn in their timecard or any other necessary paperwork.

General Duties, Obligations, and Responsibilities:

Employees must adhere to the provisions set forth in this regulation and the terms of the agreement. Any deviation from the agreement requires prior written approval from the Superintendent or Associate Superintendent, Fiscal and Administrative Services.

1. All existing duties, obligations, responsibilities, and conditions of employment remain unchanged. Working from home employees are expected to abide by all VCOE and departmental policies and procedures, rules, and regulations, applicable collective bargaining agreements, and all other official VCOE documents, directives, and protocols, whether they are utilizing their personal equipment or VCOE equipment to work from home.
2. Employees working from home will complete any and all online required trainings for safety and all other compliance related details connected to their employment. Examples of such trainings include and are not limited to Mandated Reporter, Child Abuse Prevention, and Sexual Harassment Prevention.
3. Employees authorized to perform work at an alternate worksite must meet the same standards of performance and professionalism expected of all VCOE employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other VCOE employees, customers and the public.
4. Employees shall ensure that all official VCOE documents are retained and maintained according to the normal operating procedures in the same manner as if working at a VCOE worksite.
5. Employees will be provided a VCOE issued computer (device) to utilize at the alternate worksite pursuant to Superintendents Policy 3512.3. Only the employee is authorized to use the device. Employee must always adhere to Acceptable Use Policy 4040.
6. Employees will fill out and sign the list of all VCOE items they will be taking to the alternate worksite. The employee and their supervisor are responsible for maintaining and updating the list of VCOE items at the alternate worksite. The employee will return any and all VCOE items at the end or termination of the agreement.
7. VCOE shall not be responsible for costs associated with the use of a computer or cellular equipment, including energy, data or maintenance costs, network costs, home maintenance, home workspace furniture, ergonomic equipment, liability for third party claims, or any other incidental costs (*e.g.*, utilities associated with the employee working from home).
8. VCOE will provide the ergonomic evaluation and ensure a proper set up for a working from home space. Employees will allow the designated VCOE staff or designee to conduct an ergonomic or safety evaluation of the home workspace.

9. Regularly used office supplies such as paper, pens, printer, etc. will be provided by the department budget. VCOE supplies and equipment are not to be used for personal or other than VCOE official business or by non VCOE employees.
10. Employees shall continue to abide by practices, policies, and procedures for requests of sick, vacation and other leaves of absences. Requests to declare vacation or take other time off from work must be pre-approved, in writing, by each employee's supervisor.
11. If an employee is unable to fulfill their agreed upon commitments or deliverables while working from home, the employee must provide notice to VCOE as follows:
  - a. If an employee is unable to work from home due to a qualifying reason for which they are eligible to utilize leave (pursuant to Superintendents Policies 4161 thru 4162.2 and 4261 thru 4263), the employee must notify their supervisor on the first workday on which they take such leave, or as soon as practical thereafter. If the employee cannot work from home because they need to care for their son or daughter as the result of their child's school or place of care being closed or child care provider being unavailable, they will need to contact their supervisor and Human Resources immediately.
  - b. If an employee is unable to work from home during the scheduled hours because they need to care for their son or daughter as the result of their child's school or place of care being closed or child care provider being unavailable, and they are eligible to utilize Emergency Paid Sick Leave or Emergency FMLA Leave as outlined in the VCOE leave policies, handbook or contract, they must inform their supervisor and Human Resources as soon as practicable of the need for such leave.
  - c. If an employee becomes ill or is unable to fulfill their commitments or deliverables for any other reason, the employee must notify their supervisor immediately. The employee must record on their timesheet any hours not worked due to incapacitation.
12. Requests to work overtime must be approved in advance, in writing, by the authorized Administrator in their sole discretion. These requests will be severely limited to extraordinary circumstances. A non-exempt employee who fails to secure written authorization before working overtime may face discipline in accordance with policy for working unauthorized overtime. Such action may be grounds for rescission of the employee's agreement.
13. Employees must take reasonable precautions to ensure their devices (*e.g.*, computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the VCOE's network and must close or secure all connections to VCOE system resources (*e.g.*, remote desktop, VPN connections, etc.) when not conducting work for VCOE. Employees must maintain adequate firewall and security protection on all such devices used to conduct VCOE work from the alternate worksite.

14. Employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to VCOE's records retention policies (Board Policy 3580), especially as it pertains to the Public Records Act. Employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to VCOE work they access from the alternate worksite or transport from a VCOE worksite to the alternate worksite. Employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the alternate worksite or transport from a VCOE worksite to the alternate worksite. Employees must return all records, documents, and correspondence to VCOE at the termination of the agreement or upon request by their supervisor, Department Administrator, or Human Resources.
15. Employees' salary and benefits remain unchanged. Workers' Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. Employees must report any such work-related injuries to their supervisor immediately. VCOE shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third persons when said injuries occur at the alternate worksite.
16. All of Employees' existing supervisory relationships, lines of authority, and supervisory practices remain in effect. Prior to the approval of an agreement, supervisors and employees shall agree upon a reasonable set of goals and objectives to be accomplished. Supervisors shall use reasonable means to ensure that timelines are adhered to and that goals and objectives are achieved.
17. Any breach of the working from home agreement by the employee may result in termination of the agreement or disciplinary action, up to and including termination of employment.