



BLOOMFIELD BOARD OF EDUCATION - BOARD OF EDUCATION SPECIAL MEETING

Board of Education Special Meeting AT Tuesday, June 25, 2024

Bloomfield Board of Education 1133 Blue Hills Avenue Board Room, 1133 Blue Hills Avenue ,
Bloomfield, CT 06002

1. Establishment of a Quorum and Call to Order
L. Easmon
2. Pledge of Allegiance
L. Easmon
3. Old Business
 - A. Policies for a Second Reading and Possible Adoption
 1. Remote Work - Certified/Non-Certified - 4113.63/4213.6 2
B. Silver
4. New Business
 - A. Discussion and Possible Action on the Motion Made at the Special Meeting on February 27, 2024 regarding District Staffing
L. Easmon
 - B. Discussion and Possible Action regarding Interim Superintendent Contract (discussion proposed for Executive Session Re: Personnel Matter)
L. Easmon
 - C. Discussion and Possible Action regarding Negotiations of Pending Litigation (discussion proposed for Executive Session Re: Legal Matter)
5. Adjournment
L. Easmon

Remote Work Policy Personnel - Certified/Non-Certified

For purposes of this policy, Remote Work (also known as Telecommuting or Telework) is defined as the performance of the essential functions of one's job description in a work location other than one's assigned school or office or approved District location through the use of internet, email, phone and/or other technologies. By using available technology, an employee is not required to physically commute from home or elsewhere to a District work location. The Board of Education (the "Board") recognizes that providing staff members the flexibility of working remotely may be necessary or desirable at times.

Working remotely does not change in any manner the terms and conditions of employment with the Board. Any change in the terms and conditions of employment shall be made a part of a written Memorandum of Understanding (MOU) between the Board and the applicable employee bargaining unit. MOUs will be developed with the assistance of legal counsel.

Remote Work is neither a universal employee entitlement nor a universal employee benefit. Remote Work is not appropriate for all employees and positions, nor all employees in the same or similar jobs, and shall be considered on a case-by-case basis by the Superintendent and/or his/her designees. Positions that provide direct support to students, families, and constituents or direct service to District facilities are **not** generally eligible for Remote Work. Remote Work may be considered in the following circumstances **at the discretion** of the Superintendent and/or his/her designees:

- As a reasonable accommodation under the Americans with Disabilities Act (ADA) for eligible positions;
- In response to circumstances or events outside the control of the District that interrupt the District's ability to conduct school or business on a regular basis, such as natural disasters;
- As an option for employees other than those identified as essential, who would otherwise report to work during emergency school closings;
- When the completion of special project work requiring minimal interruptions is necessary; and,
- When it is otherwise beneficial to the District to have particular staff members fulfill their professional responsibilities by working remotely.

Requests to work remotely will be considered on a case-by-case basis in accordance with relevant local, state, and federal laws and regulations; Board issued policies and regulations; the Bloomfield Municipal Code, and the educational needs of the District. All Remote Work must be approved in writing by the Superintendent and/or his/her designees, and may be discontinued by the Superintendent and/or his/her designees at any time and for any reason. The Superintendent and/or his/her designees at their discretion may make exceptions to the Remote Work policy in order to meet the needs of the District and its employees – all exceptions must be documented in writing.

The following policy outlines expectations and provides guidance should staff be permitted to engage in Remote Work.

Availability

Employees working from a remote location shall be available to fulfill their professional responsibilities for a period of time not to exceed the length of the regular school day or work-day, per contract. No employee shall be required to work more than the contracted number of days provided in the party's employment contract/bargaining unit agreement. The total number of contractual days will vary depending on the employee's contract/bargaining unit agreement.

Responsiveness

It is the Board's expectation that Remote Work take place during the identified work-day, as outlined above. During this time, Remote employees are required to check their school email and voicemail regularly and shall be available to co-workers, students, families and the community during their regularly scheduled workday. It is expected that staff working during this time respond in a timely manner to requests for information and be productive employees. Lack of responsiveness on the part of the employee may result in termination of Remote Work opportunities.

Equipment Required

Staff approved for Remote Work must use the District provided laptops for their Remote Work. In this way, the District security protocols, including VPN technology, will be made available to employees working remotely. Beyond the provided laptop computer and necessary software for access to District resources, the District is **not** obligated to provide any additional or supplementary technology to staff approved for Remote Work (for example, second monitors or cell phones). It is the responsibility of staff approved for Remote Work to ensure internet access from their remote location that is secure and fast enough to complete assigned duties.

Staff unable or unwilling to ensure adequate internet access from their remote location or staff requiring additional technology to productively engage in Remote Work have the option of working from a District location. Using the Internet from public WiFi is prohibited for remote work because of the potential to compromise critical and sensitive student information or financial information. District technology support will continue to be available as needed but it will only be provided at District locations.

Guidelines for Remote Work

District employees who are approved by the Superintendent and/or his/her designees for a Remote Work arrangement will adhere to the following guidelines under the direction of their Supervisor/Evaluator.

Work Environment – District employees who are approved for a Remote Work arrangement will ensure they have a Remote Work environment with all of the following:

- A. Furnishings (for example a private workspace, desk, chair) that enable the employee to accomplish their assigned duties;
- B. Privacy allowing unobstructed and uninterrupted work;
- C. Security over work-related technology, materials, and correspondence;
- D. Separation from ongoing domestic activities with children, family, or pets;
- E. Control over noise and interruptions; and,
- F. Adequate internet and telephone service as necessary for completing work tasks at the employee's expense.

Work Activity – District employees who are approved for Remote Work will:

- A. Adhere to the number of days and/or hours approved for Remote Work;
- B. Maintain the manner and frequency of communication with their Supervisor and/or his/her designees as expressly directed;
- C. Be accessible by telephone or electronically within a reasonable time period during the agreed upon work schedule;
- D. Not hold in-person interactions with business contacts in the employee's residential location; and,
- E. Enable video when joining virtual meetings, unless there are technical difficulties, and use a background screen approved by their Supervisor.

Time at a Remote Work location spent on activities other than work shall not be submitted as work time by the employee. Such a circumstance would constitute falsification of time records to receive pay for time not worked and shall be grounds for termination from employment.

Employees eligible for Remote Work are strictly confined to telecommuting within the United States of America and with work hours in alignment with EST/EDT.

Additional requirements

1. Remote Work may not be used in lieu of taking sick leave.
2. Staff shall not be approved for Remote Work if they are the primary caregiver for another person at the remote location during their assigned work day.
3. Employees approved for Remote Work must comply with the same policies, laws, contracts and work schedules as their non-remote counterparts.
4. An employee's performance during Remote Work will be evaluated and monitored in the same manner as all employees at their assigned school or office, and Remote employees must meet all of the same evaluation performance standards as their non-remote counterparts.
5. Work-related injuries that occur in the alternate work location must be reported to the Supervisor and require adherence to the worker's compensation guidelines.
6. Employees are responsible for maintaining and protecting equipment on loan from the District. Equipment on loan shall be used for work-related purposes only and use is

governed by the Board policies and regulations on Computer Use, specifically No. 4118.5 and No. 4118.5(a). Remote Employees are responsible for the cost of replacing laptops or other technologies loaned to them that are lost or stolen. Remote Employees are also responsible for the cost of replacing or repairing loaned technologies that are damaged outside of a Remote employee's standard work activities. For example, a Remote Employee will be responsible for the cost of repairing a laptop on which they spilled liquid; however, a Remote Employee would likely not bear responsibility for repairing a laptop that stops working while the Remote Employee is using the laptop for an acceptable use, as defined by the Board's policies.

7. Employees are responsible for protecting all data and ensuring compliance with all regulations regarding confidentiality of materials.

(cf. [4112/4212](#) - Appointment and Conditions of Employment)

(cf. [4113.1/4213.1](#) - Load/Scheduling/Hours of Employment)

(cf. [4113/4213](#) - Work Year)

(cf. [4115/4215](#) - Evaluation)

(cf. [4118.22](#) - Code of Ethics)

(cf. [4118.5/4218.5](#) - Acceptable Computer Network Use)

Legal Reference Connecticut General Statutes: [10-221](#) Boards of education to prescribe rules, policies and procedures.

[Family Medical Leave Act \(FMLA\)](#)

[Americans with Disabilities Act \(ADA\)](#)

Policy adopted:

Administrative Regulations

4113.6 Remote Work Policy

Purpose

The purpose of this administrative regulation is to provide detailed guidelines and procedures for the implementation and management of the Board of Education's Remote Work Policy. These regulations aim to ensure smooth operations, productivity, and accountability while employees work remotely.

Eligibility and Approval Process

2.1 Eligibility: Remote Work arrangements may be considered for employees whose job responsibilities and tasks can be effectively performed outside the traditional office environment.

2.2 Request Process: Employees interested in Remote Work must submit a formal request in writing to their immediate Supervisor/Evaluator and the Human Resources department. The request should include a Remote Work Agreement (Appendix A) signed by both the employee and their supervisor/evaluator.

2.3 Approval Process: Requests to work remotely will be considered on a case-by-case basis in accordance with relevant local, state, and federal laws and regulations; Board issued policies/regulations; the Bloomfield Municipal Code, and the educational needs of the District. All Remote Work must be approved in writing by the Superintendent and/or his/her designees, and may be discontinued by the Superintendent and/or his/her designees at any time.

Work Arrangements and Schedule

3.1 Work Location: Remote Work may be conducted from an employee's home or any other suitable remote location. Employees must ensure that the Remote Work environment is free from distractions and conducive to productivity.

3.2 Work Schedule: Remote employees are expected to adhere to their regular work schedule unless otherwise agreed upon with their Supervisor. Flexibility in work hours may be granted, at Supervisor's discretion, provided that core business hours and customer needs are adequately covered.

3.3 Availability and Communication: Remote employees must remain accessible during their scheduled work hours via email, phone, and/or other agreed-upon communication channels. They should respond to voicemail and text messages within a half day, and to emails and other written media within 24 hours, acknowledging receipt.

Equipment and Technology

4.1 Equipment: Remote employees **may** be loaned a laptop or other technologies by the District for the purposes of Remote Work. The provision of technology for Remote work is NOT mandatory and it is at the complete discretion of the Board. Employees are responsible for the proper use, care, and security of the provided equipment. Remote Employees are responsible for the cost of replacing laptops or other technologies loaned to them that are lost or stolen. Remote Employees are also responsible for the cost of replacing or repairing loaned technologies that are damaged outside of a Remote employee's standard work activities. For example, a Remote Employee will be responsible for the cost of repairing a laptop on which they spilled liquid; however, a Remote Employee would likely not bear responsibility for repairing a laptop that stops working while the Remote Employee is using the laptop for an acceptable use, as defined by the Board's policies.

4.2 Internet and Connectivity: Remote employees must maintain a reliable, secure internet connection at their Remote Work location that is fast enough to perform their job duties effectively. This internet service is at the employee's expense, not the District. Remote employees must promptly report any connectivity issues to the IT department for troubleshooting.

4.3 Security and Data Protection: Remote employees must follow the organization's information security policies and practices, including the use of secure network connections, password protection, and data encryption. Confidential and sensitive information must be safeguarded at all times.

Performance Management and Evaluation

5.1 Performance Expectations: Remote employees are expected to meet the same performance standards as in-office employees. Clear performance expectations and deliverables must be established and communicated by Supervisors/Evaluators. Regular check-ins and progress reviews should be conducted to monitor performance.

5.2 Monitoring and Reporting: Supervisors/Evaluators may implement reasonable monitoring mechanisms to track work progress and ensure accountability. Remote employees may be required to submit periodic progress reports or timesheets as per the organization's policies.

5.3 Training and Professional Development: Remote employees should have access to training opportunities, professional development resources, and virtual collaboration tools to enhance their skills and stay updated in their respective roles.

Health and Safety

6.1 Ergonomics: Remote employees should be aware of and comply with ergonomic best practices to maintain a safe and comfortable work environment. The organization may provide guidelines or resources related to workstation setup and ergonomics.

6.2 Health and Wellness: Remote employees should prioritize their physical and mental well-being. The organization may offer resources such as wellness programs, mental health support, and ergonomic assessments to promote employee health.

Termination or Modification of Remote Work Arrangement

The organization reserves the right to modify or terminate a remote work arrangement at any time for any reason and in accordance with all applicable laws and regulations. In such cases, notice will be provided to affected employees, and discussions regarding alternative work arrangements may be initiated.

Compliance

Employees are expected to comply with these administrative regulations, as well as other relevant organizational policies, procedures, and applicable laws and regulations. Failure to adhere to these regulations may result in disciplinary action, up to and including the termination of the remote work arrangement and/or termination of employment.

These administrative regulations are effective immediately upon approval. Any future amendments or updates will be communicated to employees as needed.

Please refer to the Remote Work Agreement (Appendix A) for additional terms and conditions governing remote work arrangements.

Appendix A: Remote Work Agreement

This appendix contains the Remote Work Agreement form, which outlines specific terms and conditions agreed upon by the employee and their supervisor for the remote work arrangement. The form covers aspects such as work hours, deliverables, equipment, communication, and confidentiality.

Appendix A: Remote Work Agreement

Employee Name: _____

Employee ID: _____

Supervisor Name: _____

Department: _____

Effective Dates (Specify Start and Stop Dates, not to exceed 12 months or span more than the current fiscal year): _____

This Remote Work Agreement ("Agreement") is entered into between the employee and the organization, outlining the terms and conditions governing the remote work arrangement. Both parties agree to adhere to the following terms:

Work Schedule and Hours:

- a. Remote work schedule: _____
- b. Core business hours (if applicable): _____
- c. Breaks and lunch hours: _____

Work Location:

- a. Remote work location: _____
- b. Employee's responsibility to maintain a suitable and productive remote work environment.

Deliverables and Performance Expectations:

- a. Description of job responsibilities and deliverables during remote work.
- b. Performance goals and expectations set by the supervisor.
- c. Measurement and reporting mechanisms for tracking progress.

Equipment and Technology:

- a. Equipment provided by the organization (if any):

- b. Employee's responsibility for equipment care, security, and return (if applicable).
- c. Internet and connectivity requirements.

Communication:

- a. Communication channels to be used for work-related discussions.
- b. Availability expectations during work hours.
- c. Prompt response to emails, calls, and other forms of communication.

Information Security and Confidentiality:

- a. Adherence to the organization's information security policies.
- b. Protection of confidential and sensitive information.
- c. Secure storage and disposal of physical and digital documents.

Training and Professional Development:

- a. Access to training resources, virtual collaboration tools, and professional development opportunities.
- b. Employee's responsibility to engage in professional development activities.

Health and Safety:

- a. Compliance with ergonomic guidelines and workstation setup recommendations.
- b. Employee's responsibility to maintain physical and mental well-being.

Termination or Modification of Remote Work Arrangement:

- a. The organization's right to modify or terminate the remote work arrangement.
- b. Notice period and discussions regarding alternatives (if applicable).

Compliance:

- a. Compliance with these terms and conditions, organizational policies, and applicable laws and regulations.
- b. Consequences of non-compliance.

Both the employee and the Supervisor acknowledge that they have read, understood, and agreed to the terms of this Remote Work Agreement.

Employee Signature: _____
Date: _____

Supervisor/Evaluator Signature: _____
Date: _____

Superintendent Signature: _____
Date: _____

By signing this Agreement, both parties confirm their commitment to the remote work arrangement and agree to fulfill their respective responsibilities outlined herein.