

**SCHOOL DISTRICT OF MANAWA  
POLICY & HUMAN RESOURCES COMMITTEE MEETING  
AGENDA**

**Join with Google Meet**

meet.google.com/jmf-chwy-qew

**Join by phone**

(US) +1 443-507-8904 PIN: 694 204 488#

**REVISED AGENDA**

**Date: March 10, 2021**

**Time: 6:00 p.m.**

**Virtual Meeting**

**Board Committee Members: Pethke (C), Forbes, J. Johnson**

**In Attendance:**

**Timer:** \_\_\_\_\_

**Recorder:** \_\_\_\_\_

1. Citizen Request to Review: Board *report[s] documentation and documentation of where details/programs are located within the school district system* (Information / Action)
2. Consider Review of Policy 6320 - Purchasing (Information / Action)
3. Spring Events Proposal (Information / Action)
4. 2021 Spring Instrumental Concert Proposal (Information / Action)
5. Visual Arts Classic Proposal (Information / Action)
6. National Honor Society Induction Proposal 2021 (Information / Action)
7. Parent Night Proposals Spring 2021 (Information / Action)
8. Fitness Center Rules & Guidelines Update (Information / Action)
9. Use of District Facilities During Pandemic (Information / Action)
  - a. Facilities Use Form
  - b. Liability Risk Acknowledgement Form
  - c. Mitigation Plan
10. Board of Ed. Funeral/Memorial Commemoration Guidelines (Information / Action)
11. Working from Home Policy & Administrative Guidelines (Information / Action)
- 12. Consider Possibility of Reaction to Immunization (Information / Action)**
13. Policy & Human Resources Committee Planning Guide (Information)
14. Set Next Meeting Date \_\_\_\_\_
15. Next Meeting Items:
  - a.
  - b.
16. Adjourn



Book	Policy Manual
Section	6000 Finances
Title	PURCHASING
Code	po6320
Status	Active
Adopted	July 18, 2016
Last Revised	February 18, 2019

### 6320 - **PURCHASING**

Procurement of all supplies, materials, equipment, and services paid for from District funds shall be made in accordance with all applicable Federal and State statutes, Board policies, and administrative guidelines. Standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts as established by Policy 1130, Policy 3230, and Policy 4230 – Conflict of Interest.

All procurement transactions shall be conducted in a manner that encourages full and open competition and in accordance with good administrative practice and sound business judgment.

It is the policy of the Board of Education that the District Administrator seek at least two (2) price quotations on purchases of more than \$10,000 for a single item, except in cases of emergency or when the materials purchased are of such a nature that price negotiations would not result in a savings to the District.

When the purchase of, and contract for, single items of supplies, materials, or equipment is reasonably anticipated to reach the amount of \$10,000 or more, the Business Manager shall obtain competitive bids. Purchase of and contract for projects will be subject to a competitive bid process as and when required by law.

Bids shall be sealed or may be submitted electronically and shall be opened by the Business Manager in the presence of at least one (1) Board member. A bidder may be required to submit a sworn statement regarding:

- A. financial ability to complete the contract;
- B. nature and quality of equipment to be used in performing the contract;
- C. experience and past performance in performing the contract;
- D. such other information the District deems relevant to the protection and welfare of the public in the performance of the contract.

Such statements shall be delivered to the District no later than five (5) days prior to the bid opening and shall be kept confidential by the District, except upon the written order of the person submitting the statement or on behalf of whom the statement is submitted, for the necessary use by the District in qualifying the person/bidder or the District. The statements shall be reviewed and the bidder notified if is qualified to submit a bid.

The Board reserves the right to reject any and all bids.

Contracts can be awarded by the Business Manager without Board approval for any single item or group of identical items costing less than \$10,000. All other contracts require Board approval prior to purchase.

The Board shall be informed of the terms and conditions of all competitive bids and shall award contracts as a consequence of such bids.

### **Purchasing Items with Federal Grant Funds**

When purchasing items with Federal funds a District shall:

- A. give consideration to whether separating or combining purchases will provide for a more cost-effective approach to avoid acquisition of unnecessary or duplicative items;
- B. where appropriate, conduct an analysis of lease versus purchase options and the most economical and beneficial method shall be pursued;
- C. conduct an evaluation of the availability and feasibility of entering into inter-governmental agreements to procure the goods or services required on a shared basis;
- D. in the case of a time and material contract, make a determination that no other arrangement is suitable and that the contract places a ceiling price that protects the District.

### **General Provisions**

The District Administrator is authorized to purchase all items within budget allocations.

The Board should be advised, for prior approval, of all purchases of equipment, materials, and services when the purchase was not contemplated during the budgeting process or if the purchase varies materially from the function or scope as budgeted.

The District Administrator is authorized to make emergency purchases, without prior approval, of those goods and/or services needed to keep the schools in operation. Such purchases shall be brought to the Board's attention at the next regular meeting.

In order to promote efficiency and economy in the operation of the District, the Board requires that the Business Manager periodically estimate requirements for standard items or classes of items and make quantity purchases on a bid basis to procure the lowest cost consistent with good quality.

Whenever storage facilities or other conditions make it impractical to receive total delivery at any one time, the total quantity to be shipped shall be made a part of the bid specifications.

Before the employee places a purchase order, s/he shall have the Business Manager check whether: (a) the proposed purchase is subject to bid, (b) whether sufficient funds exist in the budget and (c) the goods or services might be available elsewhere in the District. All purchase orders shall be numbered consecutively.

In the interests of economy, fairness, and efficiency in its business dealings, the Board requires that:

- A. items commonly used in the various schools or units thereof, be standardized whenever consistency with educational goals can be maintained;
- B. opportunity be provided to as many responsible suppliers as possible to do business with the School District;
- C. a prompt and courteous reception, insofar as conditions permit, be given to all who call on legitimate business matters;
- D. where the requisitioner has recommended a supplier, the Business Manager may make suggestion alternatives to the requisitioner if, in his/her judgment, better service, delivery, economy, or utility can be achieved by using a different supplier;
- E. upon the placement of a purchase order, the Business Manager shall commit the expenditure against a specific line item to guard against the creation of liabilities in excess of appropriations.

The District Administrator shall determine the maximum expenditure allowed without a properly signed purchase order.

Employees may be held personally responsible for anything purchased without a properly signed purchase order or authorization.

The Board may acquire office equipment by lease, installment payments, lease-purchase agreements, or by lease with an option to purchase, provided the contract sets forth the specific terms, including price, of such a purchase.

## **Debarred Contractors Excluded**

The District shall not award any contract, agreement or subcontract for goods or services to any party that has been suspended or debarred from receiving contracts or subcontracts by the Federal Acquisition Regulations (FAR).

For any contract or subcontract with a value in excess of \$25,000, the District shall include a provision in the contract or as a condition of any subcontract award that the contracting party attest that it is not at the time of contracting a suspended or debarred party under the Federal Acquisition Regulations and that, if at any time during performance of the services or delivery of goods in the applicable contract, said contractor or subcontractor should be identified as a suspended or debarred entity by the General Services Administration, the contractor or subcontractor shall immediately notify the District of that fact, which shall serve as sufficient grounds to terminate the contract as the District determines is appropriate.

Revised 8/22/16

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Legal                                    120.12(24), Wis. Stats.  
                                                  66.0133, Wis. Stats.  
                                                  2 C.F.R. Section 200.213; 200.318 - 200.326  
                                                  48 C.F.R. Section 9.4

Last Modified by Kayla Reichley on September 9, 2019

**Manawa School District, WI**

Aruba

Proposal # 9902 tk

Date: 11/20/2020

Presented To: Bryant Cobarrubias



4	Aruba 6300M 48G CL4 PoE 4SFP56 Swch	\$4,420.15	\$17,680.60
8	Aruba X372 54VDC 680W PS	\$282.15	\$2,257.20
8	Aruba U.S. - English localization - Power Cords	\$0.00	\$0.00
14	Aruba AP-515 (US) Unified AP	\$444.10	\$6,217.40
3	AP-MNT-MP10-B AP mount bracket 10-pack B	\$79.17	\$237.51

Sub-Total: \$26,392.71

Purchase Order to: Skyward

\$26,392.71

Total:	\$26,392.71
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Payment terms are NET 15

*Skyward | 2601 Skyward Drive | Stevens Point, WI 54482*

Purchase Orders can be emailed to [tomke@skyward.com](mailto:tomke@skyward.com) or [loris@skyward.com](mailto:loris@skyward.com), or faxed to 715.341.1370

**SKYWARD® STANDARD TERMS AND CONDITIONS**  
**(IT Services)**

1. Binding Agreement. These Skyward® Standard Terms and Conditions (these “**Terms**”) constitute a binding agreement between you as “**Customer**” and Skyward, Inc., a Wisconsin corporation (“**Skyward**”). By accepting the proposal to which these Terms are attached (the “**Proposal**”) or otherwise using, applying for, or accepting any of the Services (defined below), Customer acknowledges that it has read these Terms and that Customer understands, accepts, and agrees to these Terms. Skyward and Customer may be collectively referred to herein as the “**parties**” or individually as a “**party**” to these Terms.

2. Services. Subject to these Terms, Skyward will perform certain services purchased by Customer as described in the Proposal, or otherwise agreed to by Skyward and Customer in writing (the “**Services**”). In the event any Services to be provided by Skyward to Customer contemplate the creation of object code, such object code shall be referred to herein as a “**Deliverable**.”

3. Support, Training or Installation. If the Services include support, training or installation services, the following shall apply:

(a) On-Site Training. The cost of all on-site training described in the Proposal is based on Customer having training facilities available. Each on-site training day described in the Proposal consists of a six (6) hour training day and a maximum of number of individuals that may attend is stated in the Proposal. In the event the number of attendees exceeds the permitted number, then Customer will be charged an additional \$200.00 for each additional attendee.

(b) Web Enabled Training. The cost of all web enabled training described in the Proposal is based on Customer having training facilities available to support the broadcast of the web enabled training. Web enabled training described in the Proposal consists of up to six (6) hour in a training day and the maximum number of individuals that may attend, as identified in the Proposal. In the event the number of attendees exceeds the permitted number, then Customer will be charged an additional \$200.00 for each additional attendee.

(c) Cancellation or Expiration. Any scheduled service days may be cancelled by Customer up to forty-eight (48) hours in advance. If the scheduled service day is cancelled by Customer with less than forty-eight (48) hours advance notice to Skyward, at the discretion of Skyward, Customer will be responsible for the full amount of the scheduled service. All service days described in the Proposal may be utilized by Customer for a period of up to twelve (12) months. Any service days that are not utilized by Customer within the time provided will expire and are non-refundable.

4. Technical Support. If the Services include technical support hours, the following shall apply: (a) Skyward personnel shall be normally available either via phone or via email Monday through Friday, 7:00 a.m. to 5:00 p.m., central time, except for holidays observed by Skyward; (b) all technical support hours must be used within twenty-four (24) months following purchase or they will be forfeited; and (c) all technical support hours are non-refundable.

5. Security Assessments. If the Services to be provided by Skyward to Customer include information technology network security assessments, Customer acknowledges and agrees that: (a) the Services serve only as a passive conduit to provide the assessment and recommend fixes and are not intended to fix, remedy, prevent, or eliminate any vulnerabilities or insecurities; (b)

Customer is solely responsible for the security and protection of its system; and (c) the Services scan for major known vulnerabilities and a successful assessment does not guarantee or ensure that Customer’s system is free of all vulnerabilities or insecurities.

6. Third Party Products and Services. Any information or proposals for third party products or services provided by Skyward to Customer are for informational purposes only and it is the sole responsibility of Customer to independently verify any terms, conditions, fees and expenses associated with any such third party products or services. Customer further acknowledges that any such information or proposals provided by Skyward were based on information provided by Customer and that Skyward did not perform an independent technology analysis, unless requested by Customer to do so. In the event Skyward provides any third party products or services, Customer agrees that it will be bound by and will comply with the terms and conditions of any end user license agreement or other restrictions of use required by such third parties in association with the use of their products or services.

7. Fees and Payment. Unless otherwise provided in the Proposal, Customer shall pay all fees due Skyward in association with the Services within fifteen (15) days after the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law. If the Services are not commenced within one hundred eighty (180) days from the date of the Proposal, then the applicable fees shall be adjusted to Skyward’s then current rates and fees for such Services. Customer shall reimburse Skyward for all reasonable costs and expenses incurred by Skyward in its performance of the Services in accordance with Skyward’s then current business expense policy. If any authority imposes a duty, tax, levy or fee, excluding those based on Skyward’s net income, upon the Services, then Customer agrees to pay the amount specified.

8. Obligations of Customer.

(a) Customer will make available in a timely manner for Skyward’s use, at no charge to Skyward, all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel required by Skyward to perform the Services. Customer will be responsible for, and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Customer computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel supplied by Customer. Any Skyward products will be installed by an authorized Skyward customer service representative. In the event Customer is currently utilizing a network installed by a third party, Customer agrees to provide an authorized technical support representative on-site to provide any necessary assistance during the installation process.

(b) Customer acknowledges that meeting any dates agreed to by the parties are contingent upon timely completion of activities by Customer as contemplated by the parties under these Terms, including but not limited to, those activities designated to Customer in Section 8(a) above (a “**Customer Obligation**”). Customer will immediately advise Skyward in writing as soon as it becomes aware of any developments that may delay completion of the Services or a scheduled Deliverable including, without limitation, Customer’s failure or inability to perform a Customer Obligation. Any dates agreed to by the parties will be equitably adjusted by the parties (but in no event less than a day- for-day

adjustment) in writing in the event of: (i) any delay caused by Customer's failure or inability to perform a Customer Obligation; (ii) any delay due to Customer's request for changes; (iii) any delay due to a third party's act, failure to act or delay in performing any obligation whatsoever; or (iv) any other delay incurred as a result of Customer's action(s) or omission(s). No such delay will relieve or suspend Customer's obligation to pay Skyward under Section 7 above and, in addition to such payment obligations, Customer will pay for any and all costs and expenses incurred by Skyward relating to re-staffing as a result of any delay caused by Customer.

9. Proprietary Rights.

(a) Rights of Skyward. Subject to Customer's rights described below, Skyward shall own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or generated by Skyward in connection with performing the Services, including all intellectual property rights therein. Nothing contained herein will be construed so as to restrict or limit Skyward's right to perform similar services for any other party or to assign any employees or subcontracts to perform similar services for any other party, provided that Skyward complies with its confidentiality obligations hereunder. Skyward shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, modify, or distribute, including by incorporating into any product or service owned by Skyward, any suggestions, enhancement requests, recommendations or other feedback provided by Customer and any of its employees, agents or users, relating to any product or service owned or provided by Skyward.

(b) Rights of Customer. Subject to these Terms and Customer's payment in full of all fees due Skyward hereunder, Skyward grants Customer a limited, non-transferrable, non-sublicensable, nonexclusive right (exclusive of any rights to use the Skyward products) to use and reproduce any Deliverables solely for Customer's internal use in conjunction with Customer's use of Skyward products as authorized by Skyward in writing and solely for so long as Customer is authorized to use said Skyward products.

(c) Use Restrictions. Customer shall not itself, or through any affiliate, agent, or third party: (i) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code or underlying ideas, algorithms, structure or organization from the Deliverables or defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Deliverables, including without limitation any such mechanism used to restrict or control the functionality of the Deliverables (except that the foregoing provision shall not apply to the extent that such activities may not be prohibited under applicable law); (ii) sell, lease, license, sublicense, distribute or otherwise provide to any third party or any other person the Deliverables, in whole or in part; (iii) modify or create derivative works of the Deliverables; (iv) use or reproduce the Deliverables, except as specifically permitted under these Term; or (v) use the Deliverables to provide processing services to any third party or otherwise use the Deliverables on a service bureau basis. Customer shall promptly notify Skyward of any unauthorized use, disclosure, reproduction, or distribution of the Deliverables,

which comes to Customer's attention, or which Customer reasonably suspects. Customer is solely responsible for obtaining all equipment, and the compatibility thereof with the Deliverables, and for paying all fees including, without limitation, all taxes and any related costs or fees, necessary to use the Deliverables.

10. Limited Warranty.

(a) Skyward warrants to Customer that the Services provided hereunder will be performed in a professional manner and in accordance with good usage and accepted practices as established in the community in which such Services are performed. If Services prove to be not so performed and if Customer notifies Skyward within thirty (30) days from the date of completion of the Services, Skyward will, at its sole discretion, either correct any defects and deficiencies for which it is responsible or render a full or prorated refund or credit based on the original charge for the non-conforming Services.

(b) With respect to any Deliverable, Skyward warrants to Customer that, for a period of thirty (30) calendar days after the date of delivery of such Deliverable to Customer, such Deliverable will substantially conform to any applicable functional specifications for such Deliverable that are described in the applicable Proposal. If any Deliverable does not perform as expressly warranted in this section, Customer will notify Skyward in writing and Skyward will, at its sole option and expense: (i) replace or modify such Deliverable with a Deliverable that performs as expressly warranted in this section; or (ii) if Skyward determines that the foregoing is not commercially reasonable, accept return of such Deliverable (if applicable) and refund to Customer the fees paid by Customer associated with such Deliverable. The foregoing limited warranty does not cover repair or replacement of or refunds for any Deliverable if the nonconformity to such limited warranty is caused, in whole or in part, by: (A) alteration, modification or correction other than by Skyward; (B) software, hardware or interfacing not provided or specified in the applicable Proposal; (C) abuse, misuse or improper installation; or (D) a change to Customer's computing environment that would affect the specific Deliverable.

(c) EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

11. Limitation of Liability. The liability of Skyward to Customer for any claim whatsoever related to any Services and/or Deliverable, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made by Customer to Skyward with respect to such Service and/or Deliverable during the 365 days preceding the cause of action. IN NO EVENT WILL SKYWARD BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR A



DELIVERABLE EVEN IF SKYWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Term and Termination. These Terms shall be effective from the date of acceptance by Customer as provided in Section 1 above and shall continue thereafter until terminated by Skyward or Customer as provided herein. Either party may terminate the Services and these Terms associated therewith, by providing the other party with written notice. Customer shall immediately cease using the Services upon termination and shall pay Skyward all amounts due Skyward through the date of termination, pursuant to Section 7 above. Unless otherwise provided in the Proposal, any prepaid fees will not be refundable in the event of a termination by Customer.

13. Confidentiality. All personally identifiable information and data relating to Customer's students and/or employees provided to Skyward by Customer in association with the Services shall: (a) at all times be treated as confidential by Skyward and will not be copied, used or disclosed by Skyward for any purpose other than for which such information was disclosed; and (b) be subject to the terms and conditions of any data privacy or other similar agreement agreed to by the parties in writing.

14. Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under these Terms due to any cause beyond its reasonable control, including but not limited to, acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, provided that the delayed part: (a) gives the other party prompt notice of such cause, and (b) uses commercially reasonable efforts to promptly correct such failure or delay in performance.

15. Entire Agreement. These Terms shall be governed by the laws of the State of Wisconsin and contain the entire understanding and full and complete agreement of the parties, and supersedes and replaces any prior understandings and agreements among the parties, with respect to the subject matter hereof. These Terms may be altered, amended or modified only in writing, signed by both of the parties hereto. Headings are for convenience only and are not intended to limit or expand the rights of the parties hereto. References to Sections herein shall mean sections of the text of these Terms, unless otherwise indicated.

16. Severability. If any court of competent jurisdiction determines that any provision of these Terms is invalid or unenforceable, such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect of the intent of the parties expressed herein.

17. Waiver. No waiver of a breach of any term of these Terms will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of these Terms. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other exercise by a party of any right preclude any other or future

exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of these Terms or the rights or obligations of any party hereunder.

18. Survival. The provisions contained in Sections 7, 9, 10, 11, 13, this Section, and any other provisions of these Terms which by their very nature are intended to survive the termination or expiration of these Terms will survive the termination or expiration of these Terms and will inure to the benefit of and be binding upon the parties hereto.

19. Assignment. Neither party may, voluntarily or involuntarily, sublicense, sell, assign or otherwise transfer the Proposal and these Terms without the other party's prior written consent. Notwithstanding the foregoing, the transfer of all or substantially all of the Skyward's capital stock or assets to a third party through a sale, merger or other transaction or proceeding shall not be deemed an assignment. Subject to the foregoing, these Terms shall inure to the benefit of and be binding on the parties and their respective successors, affiliates, legal representatives and permitted assigns

20. Counterparts and Signatures. The individual executing the Proposal on behalf of Customer warrants and represents that they have the legal authority to execute and deliver the Proposal and these Terms on behalf of Customer. The Proposal and these Terms may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one agreement. The parties agree that original signatures of a party transmitted by facsimile or in portable document format (pdf) or electronic signatures affixed to the Proposal shall be as valid as an original signature of such party. If this document is executed by electronic signature, both parties agree that their electronic signature is legally binding and shall have the same validity and meaning as a hand written signature and neither party will contest the validity of their respective electronic signature, or claim that it is not legally binding.

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Customer Name

Signature

Date



ITsavvy LLC  
 313 South Rohlwing Road  
 Addison, IL 60101  
 www.ITsavvy.com

Quote Details	
Quote #:	3431440
Date:	12/04/2020
Payment Method:	Net 30 Days
Client PO#:	
Cost Center:	
Shipping Method:	Ground

**Bill To:**  
 ACCT #: 629653  
 School District of Manawa  
 Accounts Payable  
 800 Beech St  
 Manawa, WI 54949  
 United States

**Ship To:**  
 School District of Manawa  
 Accounts Payable  
 800 Beech St  
 Manawa, WI 54949  
 United States

**Client Contact:**  
 Bryant Cobarrubias  
 (P) 920-596-2525  
 bcobarrubias@manawaschools.org

**Client Executive:**  
 Dennis Winkowski  
 (P) 312.676.5241  
 (F) 312.676.5242  
 dwinkowski@ITsavvy.com

**Description:** Aruba

Item Description	Part #	Tax	Qty	Unit Price	Total
1 <b>HPE Aruba AP-515 (US)</b> Campus - wireless access point - Wi-Fi - Dual Band - in-ceiling Manufacturer Part #: Q9H63A	21697984	Y	1	\$745.23	\$745.23
2 <b>HPE Aruba 6300M</b> Switch - L3 - managed - 48 x 10/100/1000 (PoE+) + 4 x 1 Gigabit / 10 Gigabit / 25 Gigabit / 50 Gigabit SFP56 (uplink / stacking) - front and side to back - rack-mountable - PoE+ (1440 W) Manufacturer Part #: JL661A	22112812	Y	1	\$7,573.12	\$7,573.12
3 <b>HPE Aruba X372</b> Power supply - hot-plug / redundant (plug-in module) - AC 100-240 V - 680 Watt - United States - for HPE Aruba 2930M 24, 2930M 24G, 2930M 40G, 2930M 48G, 3810M 24G, 3810M 40G, 3810M 48G Manufacturer Part #: JL086A#ABA	16746605	Y	1	\$448.58	\$448.58
4 <b>HPE Aruba AP-MNT-MP10-B Campus Type B</b> Mounting bracket (pack of 10) - for HPE Aruba AP-504, AP-505, AP-514, AP-515, AP-534, AP-535, AP-555, AP-575 Manufacturer Part #: Q9G69A	21697789	Y	1	\$132.84	\$132.84
5 <b>HPE Aruba AP-MNT-B</b> Network device mounting kit - for HPE Aruba AP-504, AP-505, AP-514, AP-515, AP-534, AP-535, AP-555 Manufacturer Part #: R3J16A	21932809	Y	1	\$19.44	\$19.44

Fair Market Value		\$1 Buy Out	
3 Year FMV / Year	5 Year FMV / Year	3 Year \$1 / Year	5 Year \$1 / Year
\$2,980.66	\$1,924.79	\$3,199.25	\$1,985.35

Subtotal:	\$8,919.21
Shipping:	\$0.00
Tax:	Exempt
<b>TOTAL:</b>	<b>\$8,919.21</b>

Lease prices listed above are estimates. They apply for Public School and Municipal Entities only. They are based upon individual credit review and approval. Your final rates will be determined after credit review.

**Notes From Your Client Executive**

- Added AP-MNT-B bracket which is 15/16 or 24mm T-beam Rail
- Requested QTY for the bracket is 29. I presume that there is an existing 515 or excess are for spares

ITsavvy is always looking to deliver the lowest cost possible to our clients. This results in fluctuating prices that you will find are lower more often than not. However, prices are subject to increases without notice in the event of a manufacturer or distributor price increase. Available inventory is subject to change without notice. This document is a quotation only and is not an order or offer to sell.

We do accept credit cards for payment. However, if the credit card is provided after the order has been invoiced there will be a charge of 3% of the total purchase.

Unless specifically listed above, these prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material.

All non-recurring services are 50% due upon signing of contract, 40% due upon delivery of equipment, balance due upon install.

ITsavvy's General Terms and Conditions of Sale, which can be found at [www.ITsavvy.com/termsandconditions](http://www.ITsavvy.com/termsandconditions), shall apply to and are incorporated into all agreements with Client, including all Orders.

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## School District of Manawa

*Students Choosing to Excel, Realizing Their Strengths*

TO: SDM Policy and Human Resources  
CC: Dr. Oppor  
FROM: Bryant Cobarrubias  
DATE: March 1, 2021  
SUBJECT: PO6320 Revision

The purpose of this memo is to request a policy revision to PO6320 to reflect Board approved arrangements with preferred vendors.

Most technology manufacturers use vendor channels to sell and distribute software and equipment to customers. The vendor/customer relationship is “registered” with the manufacturer as part of the sales process. For example, the SDM has purchased HP (i.e. Aruba) equipment from Skyward since at least 2016. Our relationship with Skyward is on record with HP as a “deal reg”. I’ve seen similar structures with Dell and software vendors.

Technology manufactures provide better prices to vendors when working with customers on record as part of a “deal reg”. The purpose is to encourage better vendor/customer relationships and increase customer satisfaction overall.

Gathering multiple quotes on HP/Aruba products is challenging. Vendors other than our registered vendor are not able to compete. When asked for competitive quotes, the non-registered vendors either do not reply or reply with non-discounted pricing. Included with this memo are two examples of vendor quotes. One quote has discounted pricing while the other is at full retail price.

SDM board policy po6320 requires us to receive two quotes for purchases more than \$10,000. Here is the excerpt from [po6320](#):

“It is the policy of the Board of Education that the District Administrator seek at least two (2) price quotations on purchases of more than \$10,000 for a single item, except in cases of emergency or when the materials purchased are of such a nature that price negotiations would not result in a savings to the District.”

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### School District of Manawa

800 Beech Street  
Manawa, WI 54949

Phone: (920) 596-2525  
Fax: (920) 596-5308

### Little Wolf High School Manawa Middle School

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## School District of Manawa

*Students Choosing to Excel, Realizing Their Strengths*

We maintain relationships with several vendors. Requesting quotes for HP/Aruba products from non-registered vendors strains our relationship with those vendors. I also want to be transparent and explain the quotes are not genuinely competitive.

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# School District of Manawa

To: Dr. Melanie Oppor, Manawa Board of Education  
Fr: Dan Wolfgram  
Date: 3/9/2021  
Re: 2021 Spring Events High-Level Proposal

---

The purpose of this memo is to provide information and request permission to move forward with formalizing dates for Little Wolf High School 2021 Spring Events. Formal Covid-19 mitigation strategies and proposals will be forwarded for approval once finalized. This proposal is for the BOE to approve the dates and concepts thus far.

- 1. 2021 Prom - Saturday, May 1, 2021, from 8:00 PM until 11:00 PM**  
**Location is still in discussion and will be held at either:**
  - 1. Union Threshere Grounds in Symco**
  - 2. Little Wolf High School Parking Lot**

Mr. Wolfgram will be meeting with representatives of the junior and senior classes to discuss the student's wishes. Tent prices have been acquired should the venue of choice be the Little Wolf High School parking lot. In either location, the following is recommended:

- Open-air event - the desired location is outside.
- Masks will be mandatory for all persons.
- There will not be a post-prom event associated with the dance.
- The event is for Manawa students in grades 9-12 grade - no visiting students allowed.

- 2. In-Person Senior Recognition Night - Sunday, May 2, 2021, at 6:30 PM**  
**Location: Little Wolf High School Commons/Stage**

A full Covid-19 Mitigation Plan will be submitted closer to the actual date. Currently, the following parameters will be adhered to:

- All DHS COVID-19 recommendations pertaining to social distancing and masking will be adhered to.
- Reduced crowd capacity. Limit of 2 guests per graduating senior.
- The meal portion will be eliminated this year to assist with social distancing measures. Instead, a specialty cookie or treat will be made available to all patrons compliments of the Manawa Lion's Club
- This event can be live-streamed (free) so those who cannot attend in person will be able to watch via the School District of Manawa YouTube Channel.

- 3. Little Wolf High School In-Person Graduation - Saturday, May 29, 2021, 11:00 AM**  
**Rain Date: Sunday, May 30, 2021, 1:00 PM**

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# School District of Manawa

## Location: Football Field (MAC)

A full Covid-19 Mitigation Plan will be submitted closer to the actual date. Currently, the following parameters will be adhered to:

- Open-air event - the desired location is outside.
- All DHS COVID-19 recommendations on social distancing and masking will be adhered to.
- Reduced crowd capacity.
- This event can be live-streamed (free) so those who cannot attend in person will be able to watch via the School District of Manawa YouTube Channel.

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# School District of Manawa

To: Dr. Melanie Oppor, Manawa Board of Education  
From: Dan Wolfgram  
Date: 2/24/2021  
Re: Instrumental In-Person Performances with Limited Audience - Sunday, March 21

---

The purpose of this memo is to provide information and recommendations regarding in-person audience attendance at three (3) live musical performances. The performances would occur Sunday, March 21, 2021, for three (3) academic courses, 6th-grade band, 7th and 8th grade combined band, and high school band.

The guiding principles that shape this recommendation include:

1. Providing for the safety of our student performers and directors.
2. Limiting total exposure via a reduced capacity of the audience.
3. Honoring the wishes of the Manwa community to take necessary precautions to enable students to continue with in-person academic instruction.

**Background information:** The Little Wolf High School Commons will hold a maximum capacity of 400 patrons. Due to the COVID-19 pandemic, the recommendation from the Waupaca County Department of Health is not to exceed 25% of capacity. Overall attendance shall not exceed a maximum capacity while still maintaining a minimum of 6-ft. separation spacing for individuals and/or family groups). This would equate to 100 patrons.

Three academic performances, each 20 to 30 minutes in duration, spaced an hour apart to provide 30 minutes for proper sanitization protocol prior to the doors opening for the following concert.

## Tickets

- Indoor events - (concerts, plays, and musicals) Taking into account the number of students and directors results in each performer 2 tickets to distribute. The student or director may distribute their tickets to family members or SDM students. A single parent may bring a child using the available ticket, can comply with the face-covering requirement, and remain seated in the family group.
- 10 individuals from the SDM will be allowed to attend. These individuals can consist of staff members, administrators, or Board members. *(It is expected that staff members from that pool will be available for any assistance associated with contest management.)*

## Potential Maximum Persons:

- HS Band Concert: 30 instrumentalists + 60 fans + 1 Director, + 10 SDM staff = 101 Total persons
- 6th grade Band: 26 instrumentalists + 52 fans + 1 Director + 10 SDM staff = 89 Total persons
- 7th and 8th Grade Band: 36 instrumentalists + 72 Fans + 1 Director + 10 SDM staff = 119 Total persons

## Additional Considerations:

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## School District of Manawa

- All DHS COVID-19 recommendations on social distancing and masking will be adhered to. If a person has forgotten a mask, some will be provided at no cost. Anyone unwilling or unable to wear a mask will not be permitted to attend this event for health and safety reasons to minimize the risks of community spread.
- The Concerts will be live-streamed via the District's Youtube Channel, for those who are unable to attend.
- The Concert will be voluntary for students in the synchronous learning platform and will be graded on their virtual submission to the instructor.
- There will be no concessions sold and carry-ins will not be allowed.
- All persons regardless of age will need to have an issued ticket.
- Audience members will be escorted by docents to assigned seats which will be socially distanced.
- All students on stage will be masked and socially distanced.
- Instrumentalists will have bell covers on all wind instruments.
- Instrumentalists will enter, exit, and perform separated into cohort groups. (woodwinds, brass, percussion).
- Audience members will not be allowed into the performance venue until 15 minutes before the start of the performance. Audience members will also be dismissed after the concert via their assigned seats. Family members and students will not be allowed to mingle after the concert.

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# School District of Manawa

To: Dr. Melanie Oppor, Manawa Board of Education  
From: Dan Wolfgram  
Date: 2/22/2021  
Re: Visual Arts Classic - Art Team Hybrid Competition

---

The purpose of this memo is to provide information and recommendations regarding student in-person attendance at this year's Visual Arts Classic competition. The event would occur Saturday, March 20, 2021, in the Little Wolf High School Art Room.

**Background information:** The Little Wolf High School Art Team competed virtually in 2020. The 2021 Visual Art Classic is proposing that Art Teams from across the state compete virtually in a "one and done" format as opposed to a Regional and State competition. Participating schools are encouraged to meet as they are able in their respective schools to minimize the impact of poor internet connectivity, and to provide a sense of teamwork and collaboration.

**Proposal:**

- 16 Little Wolf HS Art Team members would report to the High School Art Room on Saturday, March 20 between the hours of 9:00 a.m. - 3:00 p.m.
- SDM staff members Mrs. Nancy Zabler and Mrs. Coleen Phelan would be the supervising adults.
- No visitors will be allowed.
- All DHS COVID-19 mitigation strategies will be required of participants. If a person has forgotten a mask, some will be provided at no cost. Anyone unwilling or unable to wear a mask will not be permitted to attend this event for health and safety reasons to minimize the risks of community spread.
- Students would be responsible for bringing their own lunch to the event.
- The environment of the HS Art Room would provide a controlled environment where students are accustomed to disinfecting procedures.

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## School District of Manawa

To: Dr. Melanie Oppor, Dan Wolfgram, SDM Policy Committee  
From: Janine Connolly, LWHS School Counselor and National Honor Society Advisor  
Date: February 24, 2021  
Re: National Honor Society Induction Proposal for 4/11/2021

---

On 2/24/2021, 30 juniors and seniors were invited to apply for induction into the National Honor Society. Students were given an application to complete and return by 3/22/2021. Students will be selected and notified on 3/29/2021. The National Honor Society Induction is scheduled to take place in the High School Commons on Sunday, April 11, 2021 at 6:30pm. In 2020 this event was held virtually due to COVID.

Past numbers indicate that not everyone who is invited to apply for admission completes the paperwork. Also, the committee does carefully review applications for admission, and not every student invited will be inducted.

At past induction ceremonies, the outgoing National Honor Society class was honored. This year, only students participating in the ceremony would attend and current outgoing members will be recognized in the presentation in order to reduce numbers.

### **Maximum Potential Patrons:**

New inductees: 30

Ceremony helpers: Ms. Connolly, Mr. Wolfgram and 4 NHS members (6)

Each inductee allocated 2 guests = 60 maximum

8 slots would be reserved for SDM BOE members and Dr. Oppor

Total potential numbers: 104

The commons including the stage area is able to accommodate 104 persons with social distancing and mask wearing. A dessert reception is usually held following the ceremony, but in lieu of COVID concerns, attendees would be offered individually bagged cookies to take on their way out. In lieu of paper programs, a slide show will be prepared for the ceremony.

All DHS COVID-19 recommendations on social distancing and masking will be adhered to. If a person has forgotten a mask, some will be provided at no cost. Anyone unwilling or unable to wear a mask will not be permitted to attend this event for health and safety reasons to minimize the risks of community spread. If this proposal is denied due to current COVID concerns, this event would be held virtually.

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## School District of Manawa

To: Dr. Melanie Oppor, Dan Wolfgram, SDM Policy & Human Resources Committee  
From: Janine Connolly, LWHS/MMS School Counselor  
Date: February 25, 2021  
Re: Parent Information Night Proposals for Spring 2021

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For the past several years, the LWHS/MMS Guidance Department has held several parent information night sessions in the evenings for junior and senior parents. The fall 2020 event was held virtually, and the 3/24/2021 scheduled event is to be held virtually.

In an effort to increase parent involvement and transparency, several additional parent information sessions are being offered this spring. These are scheduled as follows:

- April 28, 6:30 p.m.--Current Freshman/Sophomore Parent Night--scheduled in the LWHS Commons
- May 12, 6:30 p.m.--Current 8th Grade Parent Night--scheduled in the LWHS Commons
- May 19, 6:30 p.m.--Incoming 6th Grade Parent Night--scheduled in the LWHS Commons

### **Maximum Potential Patrons:**

Attendees--approximately 25. This number is the average of the past 5 years of parent night events

Speaker/Presenter: Ms. Connolly=1

Total Maximum Number of Participants=26, could round up to 30

The commons area is able to accommodate 100 persons with social distancing and mask wearing. Usually, food is served at these events. In lieu of this, attendees will be offered individually wrapped cookies to take on their way out of the session.

All DHS COVID-19 recommendations on social distancing and masking will be adhered to. If a person has forgotten a mask, some will be provided at no cost. Anyone unwilling or unable to wear a mask will not be permitted to attend this event for health and safety reasons to minimize the risks of community spread.

If this proposal is denied due to current COVID concerns, these events would be held virtually.

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## Fitness Center Patron Questions:

Since the soft opening of the Fitness Center, District Office personnel have been documenting questions that arise as patrons begin to use the facility. The purpose of this item is to ask for Board of Education clarification on the issues that will then be communicated to the public. Information in red includes recommended or current practices.

1. When can students use the center outside of the school day such as before or after school (much like the open gym concept)? How will this be communicated? **On days or at times when a teacher/coach schedules an open fitness center time, students in grades 6-12 may use the fitness center. These dates/times will be announced to students and/or parents as follows: social media, District webpage, daily announcements, and What's Happening in Manawa.**
2. One fob per family is complimentary however, when additional fobs are requested, the SDM has charged \$10 for a fob. Is this ~~per year~~ or a **one-time fee**? **\$10 would also be the replacement fee for a lost or broken fob.**
3. Are subs considered employees? **On days the person is working for the SDM, they are covered by the SDM's liability policy and considered a temporary employee for the time being worked.**
4. It was asked if the SDM could have a "guest" fee. The rules do say that no guests are allowed. **Due to COVID-19 mitigation strategies, no guests are allowed at this time.**
5. Will the Fitness Center be available to the public on non-student contact days such as school recesses? How will that change in the schedule be communicated? **Yes, it is anticipated that on some future school recess days the Fitness Center would be available for extended hours. To date, contractors have been using school recess days to do final referendum punch list items and therefore the building in general has been closed to other visitors. Any change in hours will be noted on the Fitness Center webpage and will appear in the opening banner of the SDM website when a person logs in.**
6. Do BOE members have to pay to be a member of the Fitness Center?
7. A staff member asked - How do I know how to go about training on this equipment? Do we have someone on staff that wouldn't mind "coaching" or would have knowledge on how to properly work out? This staff member is telling a trainer at Anytime Fitness what kind of equipment is in our Fitness Center and that trainer is giving them a workout plan. The person is paying for this service but wondered if the SDM could have our own district trainer?

Book	Policy Manual - Sparta Area School District Documents
Section	Section 900 - Emergency/Temporary
Title	Teleworking
Code	Article 903
Status	Active
Adopted	August 11, 2020
Last Revised	January 26, 2021
Last Reviewed	January 26, 2021

**PURPOSE:** The Sparta Area School District ("District") recognizes the commitment of its employees to implement the mission of educating all students academically, emotionally, and socially to inspire curiosity and resilience. During certain extended emergencies, such as a pandemic, the District may allow its employees to telework where circumstances may warrant such work.

#### **DEFINITIONS**

1. Eligible position - The following positions may be done through telework: Teachers, Educational Assistants, Administrators, Supervisors, Secretaries, IT Staff, Central Office Staff.
2. Ineligible positions - Health Aides, Nutrition Services Staff, Custodians, Maintenance Staff.
3. Eligible Employee - An eligible employee is an employee of the District who has demonstrated 1) satisfactory job performance, 2) is in good standing and 3) can perform the employee's job duties at an alternative worksite.
4. Telework -
  - a. Telework is defined as a voluntary work arrangement in which an eligible employee performs work from an alternative worksite (e.g., home) that is away from the worksite primarily used by the District.
  - b. Telework is not an employee benefit, but rather a work alternative or possible accommodation (e.g., FFCRA) based upon the job content, satisfactory work performance, and work requirements of the District. The focus of the telework arrangement is on job performance and meeting the needs of the District.
  - c. The work performed through telework must:
    - i. Be suited and amenable to be performed through telecommuting by the eligible employee;
    - ii. Be accomplished without disruption to the normal workflow and normal methods of communication; and
    - iii. Not disrupt the delivery of instruction to students or ability to work collaboratively with colleagues.
5. Telework is generally not intended for the following situations:
  - a. Employees who do not reside near the District;
  - b. A means of working from home on a full-time, permanent basis; or
  - c. A replacement for family care arrangements, sick leave, Family and Medical Leave, Worker's Compensation leave.
6. Virtual Instruction - Instruction delivered from an electronic device between teacher and students, where teacher and students are in different physical locations. Virtual instruction may occur in telework setting or at the worksite primarily used by the District. Virtual Instruction is not the same as telework.

#### **IMPLEMENTATION**

1. Telework will be allowed as follows for persons meeting position and employee criteria for telework described above:
  - A. RED/VIRTUAL: All telework eligible employees may be asked to telework or asked to report to the work site, depending on local conditions.
  - B. ORANGE/YELLOW:

- i. COVID: Telework eligible employees meeting position requirements may telework IF:
  - a. You are subject to a quarantine or isolation order from a local health department and/or medical provider (i.e., 10 or 14 days)
  - b. Your dependent child is subject to a quarantine or isolation order from a local health department and/or medical provider (i.e., 10 or 14 days)
  - c. Your dependent child(ren)'s school or daycare closes due to a COVID-related reason, telework is available for up to 14 consecutive calendar days after the closure.
    - 1. After 14 days, you may use Paid Leave, Personal Days and/or Vacation time. After exhausting this leave, you may apply for a Leave of Absence under Article 304.
    - 2. Alternatively, you can apply for a Leave of Absence under Article 304. You will not be guaranteed your current position under this leave.
- ii. ADA Accommodations: Please work with HR one-on-one to determine eligibility, duration, and scope of accommodations.

Participation of eligible employees in a teleworking arrangement shall be at the sole discretion of the District, unless otherwise provided by law.

Approval shall be made on a non-precedential case-by-case basis and shall be consistent with District policies and procedures as well as state and federal laws.

Employee selection is based on the District's identification of the position for telework and the employee's need for accommodation for a COVID related reason.

Employee shall sign a Telework Agreement before beginning telework. Employee shall be held to the expectations stated in the signed Telework Agreement. These agreements may be revoked by the District at any time. The District also reserves the right to change the terms and conditions for telework and to require employees to execute a new telework agreement at such time that changes occur.

Non-applicability. This policy does not apply to telework as a temporary or permanent Americans with Disabilities Act accommodation or as part of the District's worker's compensation program. If telecommuting is considered a reasonable accommodation pursuant to the ADA, the District and employee will follow the District's ADA process with respect to such accommodation.

LEGAL REF.: Title II of the Americans with Disabilities Act of 1990  
Section 504 of the Rehabilitation Act

## **Alternate Work Arrangements**

### **Purpose**

This procedure provides flexibility for eligible Valley School District employees' work arrangements, at management's discretion.

### **Scope**

This procedure applies to all Valley School District employees who work in eligible positions.

### **Procedure**

#### **1. INTRODUCTION**

Valley School District (VSD) supports alternate work arrangements as an effective way to improve employee productivity and promote a balance between home and work. However, the VSD Board of Directors finds there is tremendous value in working at a worksite and during times that promote teamwork. To that end, the value in traditional work arrangements in proximity to a team must be considered foremost before authorizing alternate work arrangements.

#### **2. BACKGROUND**

VSD promotes the importance of family, and as technological capabilities have evolved, the possibilities for alternate work arrangements have increased. These alternate work arrangements can increase employee productivity when there is a beneficial match between the needs of VSD and the employee. Alternate work arrangements have the possibility to contribute to a more effective workforce when a balance between home and work is promoted. Following are descriptions of various alternate work arrangements that may be offered by the district from time to time.

#### **3. DEFINITIONS**

##### **3.1. Telecommuting**

3.1.1. "Telecommuting" is a regular, routine work arrangement that allows the staff member to fulfill his/her primary job responsibility at a location other than his/her VSD work site, such as at home. The needs of the department and the institution will be taken into account when this work arrangement is considered. This option must be approved by the Superintendent or designee, after recommendation from the employee's supervisor and/or department head. Staff members suited for telecommuting are self-disciplined, self-motivated and comfortable working alone. Job characteristics of a position suited for telecommuting typically require minimum supervision and minimum face-to-face contact. Telecommuting should involve work activities with clearly defined, measurable deliverables.

3.1.2. "Designated office" is the employee's usual and customary VSD work address.



- 3.1.3. An “approved telecommuting position” is an existing position that has been approved for telecommuting by the Superintendent or designee. The duties and responsibilities of eligible positions shall be suitable for telecommuting. Individual telecommuting schedules must fit the needs of supervisors and work unit/department.
- 3.1.4. “Telecommuting schedule” is a flexible deployment of staff to meet VSD and employee needs. Telecommuting may occur on either a regular schedule (one or more days each week) or episodic schedule (occurring intermittently each month). Telecommuting may involve some, most or all of an employee’s scheduled work hours, and thus, may be combined with working at the designated office.
- 3.1.5. “Telecommuting locations” include the following examples:
  - 3.1.5.1. “Home-based” is identified as an area in an employee’s residence used for work during telecommuting hours.
  - 3.1.5.2. “Approved alternate location” is identified as working in a location approved by VSD that is not the employee’s designated office or residence.

**3.2. Flexible Work Schedule**

"Flexible work schedule" means a deviation from the customary work schedule. Work schedules are determined by the business needs of the department and are managed accordingly. Once schedules are defined and communicated to staff, a staff member may request a deviation to that schedule. Examples of flexible work schedules include variable arrivals, such as 7:00 a.m. rather than 8:00 a.m., four 10-hour shifts, three 12-hour shifts, etc.

**3.3. Job Sharing**

"Job sharing" involves two or more staff members working a portion of a full-time equivalent (1.0 FTE) position. The staff members agree to combine their efforts to cover the work load for that full time position. Staff must have their proposed work schedule approved by the Superintendent or designee prior to beginning such job sharing. Characteristics of a staff member well suited for job sharing typically include the ability to work with minimal supervision, excellent communication skills and the ability to follow through with work activities. Benefit eligibility will be based on the percentage of a staff member's full-time status. Vacation time, holiday time, and sick time accruals are prorated based upon the amount of FTE each job share member maintains. If one job share member terminates the arrangement, the supervisor will evaluate the arrangement.

**4. TELECOMMUTING PROCEDURES**

**4.1. Identification of Approved Telecommuting Positions**

- 4.1.1. Each March, the Superintendent's designee will submit to the Superintendent, positions proposed for telecommuting. The list of proposed positions shall include the following:
  - (a) Current approved telecommute positions that are recommended for continued approval for telecommuting.
  - (b) Additional positions that are recommended for approval for telecommuting.
  - (c) Current approved telecommute positions that are not recommended for continued approval for telecommuting.
- 4.1.2. Each written request must include the current position classification, title, the name(s) of incumbents, the name of immediate supervisor and work location(s).
- 4.1.3. The Human Resources Manager consolidates the requests and submits recommendations to the Superintendent or designee for approval. The Human Resources Manager notifies those submitting requests of the decision.

#### 4.2. **Applications**

- 4.2.1. Following the identification of eligible positions, interested staff may apply for the telecommuting option for the upcoming academic year no later than May 1<sup>st</sup>. Each application will be considered individually and in light of the needs of the work unit or department based upon, at a minimum, the following factors:
  - (a) The employee's desire to telecommute.
  - (b) The employee's history of work performance (both prior and subsequent to employment). A teacher will not qualify if he/she is on a Plan of Improvement or experiencing a Low Student Growth Inquiry based on the last evaluation.
  - (c) The employee's demonstration of an ability to work effectively and independently (this may be demonstrated by a required probationary period of two school years for new employees on site and/or during regular business hours as determined by the supervisor).
  - (d) The nature of the work performed and the work products required.
  - (e) The tools necessary to perform the work.
  - (f) Scheduling issues.

- (g) The employee's willingness to attend on-site meetings, trainings or other functions as required by his/her supervisor, regardless of approved alternate work arrangements.
- (h) The off-site job location.
- (i) Ability to manage work hours, timely paperwork flow and employee expenses.
- (j) The employee is currently in a position approved for telecommuting

4.2.2. Applications may or may not be considered after May 1<sup>st</sup> at the discretion of supervisor and department head.

4.3. **Telecommuting Compensation, Job Classification, and Employee Duties and Responsibilities**

4.3.1. All applicable federal, state, and local laws, and VSD policies apply to telecommuters.

4.3.2. **Alternate Work Arrangements Application and Agreement**

4.3.2.1. Alternate work arrangements at VSD are management options, not an employee right. It is a voluntary option extended to employees with the clear understanding that not every job and not every employee may be adaptable for alternate work arrangements. Alternate work arrangements are not an option that an employee can demand or has a right to expect, nor do they change the basic terms and conditions of the staff member's employment with VSD. They are, instead, an option that management uses when approved by the Superintendent or designee after consultation with the supervisor and personnel department. Telecommuting is a voluntary program both for VSD and the employee, and the arrangement(s) can be terminated by either party.

4.3.2.2. The Human Resources Manager shall send an Alternate Work Arrangement Application to the supervisor of a requesting employee. The employee shall complete the application form and submit it to the Human Resources Manager, who will document receipt and forward to employee's supervisor.

4.3.2.3. The supervisor and department head together will evaluate the request and agree on a recommendation to the Superintendent or designee. If the Superintendent or designee agrees with the recommendation of the supervisor and department head, the completed application will be

forwarded to the Human Resources Manager. If the Superintendent or designee disagrees with the recommendation of the supervisor and department head, the Superintendent or designee will discuss with them their recommendation before he/she makes a final determination. The application will be forwarded to the Human Resources Manager with the Superintendent/designee decision.

- 4.3.2.4. The decision to approve or not approve an application for alternate work arrangements will be made by June 1<sup>st</sup> and communicated by the Human Resources Manager to the requesting employee.
- 4.3.2.5. The Human Resources Manager will forward an agreement or other confirmation to the requesting employee when the employee's request has been granted. Completed agreements will be returned to the Human Resources Manager.
- 4.3.2.6. The Human Resources Manager will compile a list of all employees approved for alternate work arrangements, which list will include information as to employees' work schedule and on-site availability. This list will be compiled and forwarded to all supervisors no later than June 15<sup>th</sup> of each year.
- 4.3.2.7. Employees in approved alternate work arrangements who are requesting approval to continue with such arrangements shall complete a new agreement form each year after being notified that the position has been approved for continuation.

4.3.3. **Training**

Telecommuters and their supervisors will participate in specialized telecommuting training, including strategies, expectations, commitment, and logistics.

4.3.4. **Authorized Expenses**

Employees should expect to bear some or all of the expenses related to telecommuting privileges. VSD will provide a notebook computer for employees who telecommute, but additional computer peripherals and accessories will not be provided unless VSD requires the employee to work off site. The costs associated with Internet and telephone service will be the sole responsibility of the employee unless VSD requires the employee to work off site.

4.3.5. **User Responsibilities for Computer Systems and Network Security**

- 4.3.5.1. VSD retains ownership of all equipment provided for telecommuters. When VSD equipment is used at a remote

work place, the employee is financially responsible for that equipment if it is lost, stolen, or damaged because of that employee's negligence, misuse, or abuse.

4.3.5.2. The use of any personal equipment by the employee for purposes of telecommuting is done solely at the employee's risk. VSD is not responsible for the operation or troubleshooting of remote networking environments.

4.3.5.3. Telecommuters must protect information and resources against theft, unauthorized access, tampering, and loss.

## **5. FLEXIBLE WORK SCHEDULE PROCEDURES**

- 5.1. Requests for a Flexible Work Schedule must be made using the Alternate Work Arrangement Application form, in advance of beginning such flexible work schedule. The Human Resources Manager shall send an Alternate Work Arrangement Application to the supervisor of a requesting employee. The employee shall complete the application form and submit it to the Human Resources Manager, who will document receipt and forward it to the employee's supervisor for review.
- 5.2. The application for a flexible work schedule must state the proposed schedule and detail the benefits to the department in approving such a schedule. The employee's supervisor will consider the needs of the department before making a recommendation to the department manager.
- 5.3. No flexible work schedule is approved until authorized by the Superintendent or designee. Flexible work schedules are subject to the changing needs of the department and may be terminated at any time. The supervisor will recommend to the department head and Superintendent/designee whether the request should be ongoing or subject to re-application each school year.

## **6. JOB SHARING PROCEDURES**

- 6.1. Requests for job sharing must be made using the Alternate Work Arrangements Application form, in advance of beginning such job sharing. The Human Resources Manager shall send an Alternate Work Arrangement Application to the supervisor(s) of requesting employee(s). The employee(s) shall complete the application form and submit it to the Human Resources Manager, who will document receipt and forward to the employee's supervisor(s) for review.
- 6.2. Application(s) will detail the proposed parties/positions to job share; a proposed delineation of duties; explain how regular communication would occur between the two job-sharing staff and the benefit to the department if approved.
- 6.3. The supervisor or supervisors of the employees involved in the job-sharing proposal will consider the needs of the department before making a recommendation to the department manager.

- 6.4. No job-sharing proposal is authorized until approved by the Superintendent or designee. Job sharing is subject to the changing needs of the department and may be terminated at any time. The supervisor will recommend to the department head and Superintendent/designee whether the request should be ongoing or subject to re-application each school year.
7. New alternate work arrangement procedures are not valid until authorized in writing by the Superintendent or designee.

**Supporting Documentation**

5235F1-Telecommuting Work Scorecard

5235F2-Telecommuting Feasibility Worksheet

5235F3-Alternate Work Arrangements Application

5235F4-Telecommuting Agreement

**Document History**

<b>Action:</b>	<b>Date:</b>
New	March 30, 2010
Revised	May 20, 2015
Revised	
Revised	

Previous Procedure Number: 9012P1

# **Valley School District Telecommuting Agreement**

## **1. INTRODUCTION**

- 1.1. This Agreement establishes the respective obligations of the parties under the Valley School District (VSD) telecommuting program. The employee has been authorized to work as a telecommuter at a location other than his/her VSD designated office, such location being described in this Telecommuting Agreement.
- 1.2. This Agreement is neither an employment contract nor a guarantee of employment. The unenforceability of any provision of this Agreement shall not affect the remainder of the Agreement.
- 1.3. Both parties will abide by the VSD policies and regulations and any changes thereto.
- 1.4. "Telecommuting" is defined as working from a management option that VSD may choose to make available to some employees when a mutually beneficial situation exists. Telecommuting is not an employee benefit. Telecommuting may be approved when there is agreement between the employee, supervisor, and Superintendent or designee that it is appropriate for the situation and circumstance. Decisions on both the positions and individuals are solely at the discretion of management. The telecommuting arrangement can be terminated by either the employee or VSD at any time, using the process outlined in the Agreement. Termination of an employee's participation in the telecommuting program is not, by itself, grounds for an administrative complaint or subject to appeal.

## **2. WORK LOCATION**

- 2.1. The terms "remote work location" or "remote workplace" shall mean the employee's home-based office or any alternate location approved by the employee's supervisor. "Offsite" is a general term to describe any work location other than the "designated office," which shall mean the employee's customary VSD work address.
- 2.2. The employee agrees that VSD may make on-site visits to the remote workplace during the telecommuter's work hours. Any visits shall be made at a mutually-agreeable time for the purpose of picking up or delivering work, equipment, materials, evaluating the telecommuting arrangement, or checking or maintaining VSD-owned equipment.
- 2.3. The employee must work at the designated office or other VSD-assigned location when not at the remote workplace. The employee's supervisor shall ensure that the employee has an adequate work area when at the designated office.

## **3. SUPPLIES AND EQUIPMENT**

- 3.1. This Agreement states the understanding between VSD and the employee and applies to telecommuters in general.
- 3.2. The employee understands that VSD will provide a notebook computer, but additional computer peripherals and accessories will not be provided unless VSD requires the employee to work offsite. The costs associated with Internet and telephone service will be the sole responsibility of the employee unless VSD requires the employee to work offsite. Further, the employee understands that VSD is not responsible for the operation or troubleshooting of remote networking environments.

- 3.3. Equipment, software, and supplies provided by VSD for use at the remote workplace shall be limited to use by authorized persons for purposes related to official VSD business, including professional development training and tasks sponsored by VSD.
- 3.4. Employee agrees that all VSD-owned data, software, equipment, facilities, and supplies will be properly protected and secured. VSD-owned data, software, equipment, and supplies shall not be used to create employee-owned software or personal data. VSD software shall not be duplicated. Products and programs developed while telecommuting for VSD shall become the property of VSD.
- 3.5. In the event of VSD-owned equipment failure or malfunction, the employee shall immediately notify VSD so that the equipment may be repaired or replaced, as necessary. In the event of delay in repair or replacement, or any other circumstances under which it would be impossible or impractical for the employee to telecommute, the employee will be assigned other work and/or assigned to another work location, at the sole discretion of VSD.
- 3.6. Upon separation of employment, VSD equipment will be returned to the VSD IT Department within five (5) business days, or within a timeframe previously arranged and agreed upon by the employee's supervisor and the IT Systems Administrator. In the event that legal action is required to regain possession of property owned by VSD, the employee shall pay all costs incurred by VSD, including attorney's fees, should VSD prevail.

#### **4. WORK HOURS AND COMPENSATION**

- 4.1. The employee's supervisor shall validate the employee's time and work accomplished at the remote workplace.
- 4.2. Schedule changes may be made at the supervisor's discretion. In every case, the operational needs of VSD shall take precedence over telecommuting arrangements.
- 4.3. Work hours and vacation schedules shall conform to existing policies and procedures and the terms of this Agreement. Before overtime is worked, approval must be obtained from the appropriate supervisor and Superintendent or designee. The employee's salary, retirement, benefits, and state-sponsored insurance plans remain unchanged.

#### **5. SAFETY AND LIABILITY**

- 5.1. The employee and VSD liability and obligations shall be governed by all applicable federal, state, and local laws and regulations.
- 5.2. VSD does not assume liability for loss, damage, or wear of employee-owned equipment. The employee is responsible for proper operation of VSD equipment and shall be liable for any damage or loss caused by the employee's intentional wrongful or negligent act. The employee is not required to insure VSD-owned property; however, any loss of VSD property that is paid by the employee's homeowner's policy will be reimbursed to VSD.
- 5.3. The employee shall designate a workspace within the remote workplace and shall maintain this workspace in a safe condition – free from hazards and other dangers to the employee and equipment.



- 5.4. The employee shall maintain the same environment in the remote workspace as he/she would at the designated office. Employees are subject to the same VSD policies, regulations, and procedures, regardless of the work location.
- 5.5. Furniture, lighting, environmental protection, and household safety equipment incidental to use of VSD equipment, software, and supplies shall be appropriate for its intended use and shall be used and maintained in a safe condition, free from defects and hazards.
- 5.6. The employee shall notify the supervisor immediately in case of injury that occurs while conducting VSD business in the remote work location designated in this document.

## **6. EMPLOYEE DUTIES AND OBLIGATIONS**

- 6.1. The employee shall adhere to the agreed upon alternate work arrangement details specified in the Work Assignment and Conditions Addendum, below.
- 6.2. The employee shall be held responsible for official documents and shall be subject to disciplinary action for any loss of these documents that is attributable to the employee's actions or negligence.
- 6.3. The employee shall be held responsible to ensure all documents, such as requisitions, payroll-related forms, reimbursement requests, etc., are processed in a timely manner and not hindered by the employee's location away from campus.
- 6.4. The employee agrees to come to the VSD designated office for meetings on offsite work days with a minimum of twenty-four (24) hours advance notice by VSD.
- 6.5. The employee shall submit a plan to the supervisor indicating how daily mail/email will be handled and how other time-sensitive documents will be handled to ensure a timely process. Such plan shall be addressed in the Work Assignment and Conditions Addendum, below.
- 6.6. The employee agrees to obtain from the designated office all supplies needed for work at the remote workplace. Out-of-pocket expenses for supplies will be reimbursed only upon prior approval by the supervisor.
- 6.7. The employee shall comply with all applicable laws, policies, regulations, and instructions regarding ethics, conflicts of interest and confidentiality.
- 6.8. The employee shall participate in all required telecommuting surveys, legislative inquiries, reports, or analysis relating to telecommuting for VSD.
- 6.9. The employee shall comply with all VSD rules, policies, regulations, procedures, instructions, telecommuting guidelines, and this Agreement. The employee understands that violation of such may result in cancellation of this Agreement and/or disciplinary action, up to and including termination of employment.

## **7. TERMINATION OF AGREEMENT**

- 7.1. This Agreement shall remain in effect for no more than one year, beginning \_\_\_\_\_, 20\_\_ and ending \_\_\_\_\_, 20\_\_, unless terminated by either party under the terms set forth in this Agreement. The employee understands that he/she must re-apply each year for the privilege of telecommuting.

- 7.2. Telecommuting is a voluntary program. VSD reserves the right to terminate this Agreement at any time for any individual employee or as a program, and will provide written notice of termination within ten (10) business days. In cases of termination for cause, this Agreement may be terminated without prior notice, according to VSD policies and regulations. The employee may terminate this agreement at any time, and will provide written notification within ten (10) business days.
- 7.3. VSD will not be held responsible for costs, damages, or losses associated with the termination of this Agreement.
- 7.4. Upon termination of this Agreement by either party, the employee shall return to the VSD designated office all notes, data, reference materials, sketches, drawings, memoranda, reports, records, equipment, supplies, and all other VSD documents in the employee's possession or control at the alternate work location within five (5) days of termination.

***I affirm by my signature below that I have read this agreement and understand and agree to the terms specified herein and in the Work Assignment and Conditions Addendum.***

\_\_\_\_\_  
Employee Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

***I have reviewed and accepted this alternate work arrangement.***

\_\_\_\_\_  
Supervisor Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

.....  
**For office use only:**

Received by Human Resources Office: \_\_\_\_\_  
(Date)

## WORK ASSIGNMENT AND CONDITIONS ADDENDUM

*The following telecommuting assignment and conditions must be completed by the employee and initialed by both the employee and his/her supervisor.*

1. The employee agrees to work via telecommuting at the following location(s):

\_\_\_\_\_Residence / Address:

\_\_\_\_\_Alternate Location / Address:

2. The employee will telecommute \_\_\_\_\_ days per week, or as agreed upon with the supervisor and specified below:

3. The employee's work hours will be as follows:

**Days/Hours at VSD designated office:**

\_\_\_Monday \_\_\_Tuesday \_\_\_Wednesday \_\_\_Thursday \_\_\_Friday

Hours per day \_\_\_\_\_ Start time: \_\_\_\_\_ a.m. / p.m. Finish time: \_\_\_\_\_ a.m. / p.m.

**Days/Hours at offsite location:**

\_\_\_Monday \_\_\_Tuesday \_\_\_Wednesday \_\_\_Thursday \_\_\_Friday

Hours per day \_\_\_\_\_ Start time: \_\_\_\_\_ a.m. / p.m. Finish time: \_\_\_\_\_ a.m. / p.m.

The employee will be accessible during work hours via the following contact information:

\_\_\_\_\_Phone(s):

\_\_\_\_\_Work Email:

\_\_\_\_\_Alternate Email:

4. The employee agrees to come into the VSD designated office for meetings on offsite work days with \_\_\_\_\_ hours advance notice. (VSD will provide a minimum of twenty-four (24) hour notice.)

5. The following VSD-owned\* or employee-owned equipment will be used by the employee at the remote work location(s):

Description	Company/Item #	Serial #	Owned By

*\*The employee is financially liable for loss or damage to VSD-owned equipment if the loss or damage results from the employee's negligence, intentional act, or failure to exercise reasonable care, safeguarding, maintenance, or service of this equipment.*

6. The following arrangement is agreed upon for handling telephone calls made by the telecommuter from the remote work location for VSD business:

7. The following plan will ensure timely paperwork processing and flow for mail, reimbursements, requisitions, payroll-related forms, etc.

8. Additional conditions agreed upon by the telecommuter and the supervisor are as follows:

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**Employee Initials** \_\_\_\_\_ **Supervisor Initials** \_\_\_\_\_

## Telecommuting Feasibility Worksheet

This worksheet lists the factors supervisors and employees should consider to assess the feasibility of a Telecommuting work arrangement. Use of the worksheet may be most helpful when:

- Both the employee and the supervisor have reviewed and understand the district telecommuting work requirements.
- The supervisor has determined that telecommuting work arrangements are consistent with and/or will not interfere with the department's business goals and requirements.
- The supervisor has determined that the employee meets any eligibility criteria established by the department and/or district.

FEASIBILITY WORKSHEET FOR:

<b>Employee Name:</b>	<b>Department:</b>
<b>Job Title:</b>	<b>Supervisor:</b>

### WORK PRODUCT ASSESSMENT

<b>Duties/Project description</b> Describe the specific work assignments to be done at alternate work sit	<b>Duration: on-going or project</b>

## FOR DISCUSSION

### Impact on Unit:

- Are there unit business requirements that might conflict with a telecommuting work arrangement? (e.g. attendance at staff meetings)
- Are there intellectual property issues that need to be addressed?
- What office activities, if any, need to be reorganized in order to facilitate the offsite work arrangement?

### Evaluating/Monitoring Work Product:

- Is there an adequate method for evaluating work? Consider whether work assignments and objectives need to be clearly defined for offsite work.
- Who will monitor work, when, how?
- Is there a need for reports – daily/weekly, written/verbal?

### Unpredictable Job Elements:

- Are there aspects of the employee's work that are unpredictable and need immediate attention? How will these situations be handled when the employee is working offsite?

### Contacts

- How much in-person communication is needed to perform assignments? What is the impact should the employee not be available for in-person communication with co-workers and others?
- What impact, if any, will offsite work arrangements have on timely communication between employee and other staff?

### Meetings:

- To what extent will/can regularly scheduled meetings be rearranged?
- How many staff would be impacted by such a change?
- Is it practical to attend meetings by conference call?

### Minimizing Distractions:

- How will disruptions be minimized, e.g. personal business, children, housemates, etc.?

### Equipment:

- Do any identified equipment requirements present an obstacle to offsite work arrangements? Can district-provided equipment be properly secured?
- How will work time be addressed in the event of equipment failure, e.g. will the employee perform other work during equipment "downtime," make up the time, or charge the time to applicable accrued leave?
- Does employee have home or renters insurance to cover loss or theft of district property?
- If employee-owned furniture or equipment will be used, does it meet ergonomic and safety standards?

### Software:

- If the employee's personal equipment or software is to be used, are any upgrades needed? If yes, who will purchase it and ensure proper installation?
- Who will be responsible for technical support for the offsite work station? Does the need for district technical support present a possible barrier to the offsite work arrangement?
- Are any costs to be shared? If yes:
  - How will cost sharing be determined?
  - What documentation will need to be provided and at what intervals?
  - How will reimbursements be handled?
- How will provisions be made for maintaining confidentiality and security of electronically stored information?

### Supplies:

- How will supplies be requested and delivered?
- What documentation will need to be provided and at what intervals?
- How will reimbursement be handled?
- Where will supplies be kept?
- Does there need to be a plan to ensure that other household members do not use district supplies?

## ASSESSMENT AND NEXT STEPS

The supervisor reviews the feasibility assessment and determines whether conditions support a telecommuting work arrangement. If so, the supervisor follows district procedures for review of the proposed arrangement.

### Offsite work schedule:

What will the offsite work schedule be?

### Considerations:

- ✓ Length of commitment – temporary or long term
- ✓ Number of days/week
- ✓ Days of week that would be least disruptive to organization
- ✓ Variability of schedule

### Next Steps:

- ✓ Secure review/approval of decision in accordance with district requirements
- ✓ Complete telecommuting work assignment and agreement and secure required signatures
- ✓ Develop a plan for implementing any modification of internal operations or procedures that need to be in place before initiating the offsite work arrangement
- ✓ Determine length of initial review period to evaluate whether the offsite work arrangement is meeting its goals