

# **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

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**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** \_\_\_\_\_