

Shelby County Schools Emergency/Inclement Weather Temporary Telecommuting Agreement

1. INTRODUCTION

- 1.1. This Agreement is between Shelby County Schools (SCS) and _____ (“Employee”) (collectively, the “Parties”). The Agreement establishes the respective obligations of the Parties under the SCS temporary telecommuting program. The Employee is authorized to work as a telecommuter at a location other than his/her SCS designated office, such location being described in this Temporary 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. This Agreement becomes effective at the time of execution. This Agreement permits the Employee to work remotely as a temporary measure only, and will be reviewed continuously during the period in which SCS encourages social distancing as a measure intended to minimize the spread of the novel coronavirus (COVID-19). Accordingly, SCS may alter this schedule or end the Temporary Telecommuting Agreement any time at its sole discretion.
- 1.4. Both Parties will abide by the SCS policies and regulations and any changes thereto. Employee’s duties, obligations, responsibilities, and conditions of employment with SCS remain unchanged, except those obligations and responsibilities specifically addressed in this Agreement. Job responsibilities, standards of performance, and performance evaluations remain the same as when working at the designated office. SCS reserves the right to assign work as necessary at any work site.
- 1.5. “Telecommuting” is defined as working from a management option that SCS 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, Chief, 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. 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 SCS work address.
- 2.2. The employee must work at the designated office or other SCS-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.

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3. SUPPLIES AND EQUIPMENT

- 3.1. Equipment, software, and supplies provided by SCS for use at the remote workplace shall be limited to use by authorized persons for purposes related to official SCS business, including professional development training and tasks sponsored by SCS.
- 3.2. Employee agrees that all SCS-owned data, software, equipment, facilities, and supplies will be properly protected and secured. SCS-owned data, software, equipment, and supplies shall not be used to create employee-owned software or personal data. SCS software shall not be duplicated. Products and programs developed while telecommuting for SCS shall become the property of SCS.
- 3.3. Employee understands and agrees that Employee's personal vehicle may not be used for SCS business unless specifically authorized in writing by Employee's supervisor in advance of such use.
- 3.4. Employee is responsible for providing space, telephone, printing, networking and/or Internet capabilities at the telecommute location, and shall not be reimbursed by the employer for these or related expenses.

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. Work hours and vacation or other leave schedules shall conform to existing SCS 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. SCS does not assume liability for loss, damage, or wear of employee-owned equipment. The employee is responsible for proper operation of SCS 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 SCS-owned property; however, any loss of SCS property that is paid by the employee's homeowner's policy will be reimbursed to SCS.

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. While telecommuting, the Employee will:
 - remain accessible during the temporary telecommute work schedule;
 - check in with the supervisor regularly to discuss status and open issues;
 - be available for teleconferences, scheduled on an as-needed basis;
 - be available to come into the office if a business need arises;

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- request supervisor approval in advance of working any overtime hours (if employee is non-exempt); and
 - request supervisor approval to use vacation, sick, or other leave in the same manner as when working at Employee's regular work location.
- 6.3 Supervisor will provide daily tasks for employee to complete.
- 6.4 The employee shall comply with all applicable state and federal laws, policies, regulations, and instructions regarding ethics, conflicts of interest and confidentiality.
- 6.5 The employee shall comply with all SCS 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.
- 6.6 With reasonable notice and at a mutually agreed upon time, SCS may make on-site visits to Employee's telecommute location to ensure that the designated work space is safe and free from hazards, provides adequate protection and security of SCS property, and to maintain, repair, inspect, or retrieve SCS property.

7. TERMINATION OF AGREEMENT

- 7.1. This Agreement shall remain in effect during the emergency/inclement weather timeframe as defined by SCS _____, 20 ____ and ending _____20__, unless terminated under the terms set forth in this Agreement.
- 7.2. SCS reserves the right to terminate this Agreement at any time for any individual employee or as a program.
- 7.3. Upon termination of this Agreement by SCS, the employee shall return to the SCS designated office all notes, data, reference materials, sketches, drawings, memoranda, reports, records, equipment, supplies, and all other SCS documents in the employee's possession or control at the alternate work location within 48 hour 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

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 will telecommute during the emergency/ inclement weather time frame as designated by the district, or as agreed upon with the supervisor and specified below:

2. The employee's work hours will be as follows: (Applicable to Hourly Employees):

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:

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

Description	SCS Item #	Serial #	Owned By

**The employee is financially liable for loss or damage to SCS-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.*

4. The following arrangement is agreed upon for handling telephone calls made by the telecommuter from the remote work location for SCS business (e.g., Skype number will be used: xxx-xxx-xxxx):

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

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



Employee Initials _____ **Supervisor Initials** _____