ALAMO COMMUNITY COLLEGE DISTRICT

TELECOMMUTING AGREEMENT

This agreement is between an employee ("employee") and the employee's supervisor ("supervisor") for telecommuting (routinely performing work at a site other than the employee's primary work location). This document is neither an employment contract nor an amendment to an existing employment contract, and it does not alter the conditions of employment or the status of the employee. A supervisor may not require an employee to telecommute, and no employee has a "right" to telecommute. The employee has the option of consulting with his/her own attorney before entering into this agreement.

EMPLOYEE INFORMATION

Name: _____

Campus/Department: _____

Title: _____

Last four digits of Social Security Number: _____

FLSA status (check one) : Exempt _____ Non-exempt _____

WORK LOCATION INFORMATION

Primary work location (campus/building/room #) _____

Alternate (telecommuting) work location: Physical Address _____

City/State/Zip Code _____

Employee residence? Yes _____ No _____

Alternate telephone number(s): Land Line _____ Cell Phone _____

Reason for telecommuting assignment [must be in accordance with DIA(LOCAL) and DIA(REGULATION)]:

_____

_____

_____

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Telecommuting period:

Start date ___ /___ /___

End date ___/___ /___

EQUIPMENT

The employee agrees to protect ACC property, including but not limited to equipment, supplies, data, files, and work product, against theft, damage, loss, and unauthorized use or access, and to report any malfunction, theft, damage, loss, or unauthorized use or access to the supervisor immediately.

The employee is responsible for the maintenance and condition of all privately owned equipment and other privately owned property.

The employee will return ACC equipment and other property (including data files and other electronic records) within three calendar days of notification by the supervisor, termination of this agreement, or termination of the employment relationship, whichever comes first.

The employee and supervisor will complete the *Inventory of Equipment* form and attach the form to this agreement.

If no ACC equipment will be issued, initial the box below:

No ACC equipment will be issued for the alternate work location. Employee's Initials _____ Supervisor's Initials _____

TELECOMMUTING SCHEDULE

Day	Primary Work Location Hrs	Alternate work Location Hrs	Lunch
Monday	*[8:00 am. - 12:00 p.m.]*	*[1:00 - 5:00 p.m.]*	*[12:00 - 1:00 p.m.]*
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

If not subject to a structured work schedule, indicate total telecommuting hours per day: _____

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Describe how the employee will maintain communication with the supervisor and others during telecommuting work hours (how often email will be checked, email and message response time, answering telephone, etc.)

_____

_____

_____

_____

Describe in detail how work hours will be tracked and recorded.

_____

_____

_____

_____

How will work quality and quantity be evaluated? What means will be used to determine whether the telecommuting agreement is working successfully for the department?

_____

_____

_____

_____

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ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

1. The supervisor may request that the employee come to the primary work location on a day or at a time that has been scheduled for work at the alternate work location. Supervisors should try to minimize these unplanned events, but the employee agrees to come to the primary work location when requested, subject to the specific terms of this Agreement. In such cases the employee is not entitled to reimbursement for mileage to report to the primary work location.
2. The duties, obligations, responsibilities, and conditions of the employee's employment remain unchanged.
3. Work hours, use of sick leave, and approval for vacation and other leave will be in compliance with ACC policies and procedures.
4. The employee will maintain a safe and secure work environment. Upon 24 hours' notice, the employee will allow the ACC access to the alternate work location to assess safety and security.
5. The employee will report work-related injuries, incurred during agreed-upon work hours while performing work-related duties, to the supervisor at the earliest reasonable opportunity. The employee agrees to hold the ACC harmless for injury to others at the alternate work location.
6. The employee will use ACC resources for ACC business only.
7. The employee will not download any ACC data or information onto any computer outside of the employee's primary work location. To the extent possible, the employee will save work performed during telecommuting on an ACC server. To the extent this is not possible, the employee will save the work on a flash drive, CD or other external storage device and keep the device in a locked location after work hours.
8. The employee will ensure that the alternate work location is quiet and free from distractions during work hours.
9. Business meetings with third parties will be conducted at the primary work location unless approved in advance by the supervisor on a case-by-case basis.
10. Long distance phones calls and faxes will be handled according to departmental policy and the directives of the supervisor.
11. A nonexempt employee must limit work hours to 40 hours per week.
12. The employee will follow all ACC policies, regulations, procedures and guidelines while at work at all locations.
13. Failure by the employee to comply with all terms and conditions of this agreement may result in termination of the agreement and may also result in other disciplinary action up to and including termination of employment.

14. The employee is responsible for reimbursement to the ACC for theft, loss, damage or destruction of ACC property at the alternate work location. Repair and/or replacement costs and liability for privately owned equipment, furniture and other property used during telecommuting are the responsibility of the employee.
15. The employee will not perform personal business during agreed-upon work hours.
16. The ACC is not responsible for theft, loss, damage or destruction of the employee's property that may result from participation in this agreement.
17. The employee is advised to contact his/her insurance agent and tax consultant for information regarding home work locations and coverage for equipment that is damaged, destroyed, lost or stolen.
18. The ACC is not responsible for operating costs, home maintenance, property or liability insurance, or other expenses associated with the use of the employee's residence.
19. The employee agrees not to duplicate ACC-owned software, and to comply with all copyright and intellectual property laws, policies, regulations, and guidelines.
20. The employee must ensure that computers used for ACC business are plugged into a surge protector, and the employee must maintain current virus protection for all computers used for ACC business.
21. The employee remains liable for injury to third persons and/or member of employee's family incurred at the employee's residence.
22. If a telecommuting employee is sick, the employee shall notify the supervisor in the same manner as required of the employee when working at the primary work location. The employee shall report hours used for sick leave on the appropriate form.
23. On a non-telecommuting day (including but not limited to primary work location closure due to inclement weather or other emergency), the employee may not choose to work at the alternate work location and receive pay for work at the site unless supervisor approval is received in advance.
24. The employee consents to periodic visits to the alternate work location by ACC personnel to repair, inspect, or retrieve ACC property, or to inspect the alternate work location for safety or security purposes. The ACC will notify the employee at least 24 hours before such visits.
25. The employee is responsible for observing any zoning ordinances applicable to the alternate work location.
26. A completed *Inventory of Equipment* form must be attached to this agreement.
27. A completed *Alternate Work Location Safety Checklist* form and *Alternate Work Location Waiver* form (if applicable) must be attached to this agreement.

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28. The employee agrees to defend, indemnify, and hold harmless the ACC from and against any and all claims, demands or liabilities (including any related losses, costs, expense and attendant fees resulting from, or arising out of injury to or death of third persons including but not limited to the employee's family members caused directly or indirectly by the employee's willful misconduct, negligence, or omissions relating to his/her duties and obligations under this agreement, except where such claims, demands, or liability arise from the ACC's negligence.
29. This agreement is subject to the terms and conditions of the ACC telecommuting policy and regulation, DIA(LOCAL) and DIA(REGULATION), copies of which are attached. This policy and regulation supersede any agreement between the employee and supervisor for the purpose of telecommuting.

OTHER TERMS AND CONDITIONS SPECIFIC TO THIS AGREEMENT:

_____

_____

_____

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_____

CANCELLATION OF AGREEMENT

The supervisor or the employee may cancel this agreement at any time. In the event of cancellation of this agreement or termination of the employment relationship, whichever comes first, the employee shall return all items that are the property of the ACC to the supervisor within three business days.

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EMPLOYEE*:*

I voluntarily agree to work at the alternate work location indicated in this agreement. I have read, understand, and will comply with all of the terms and conditions of this Telecommuting Agreement, and with DIA(LOCAL), DIA(REGULATION), and all other ACC policies, regulations, and guidelines. I acknowledge that I was given the opportunity to have this agreement reviewed by my own legal counsel before entering into it.

_____
(Print name)

_____ _____
Signature Date

SUPERVISOR:

The above-named employee has met all of the requirements of DIA(LOCAL) and DIA(REGULATION). The completed Equipment Inventory form is attached to this agreement. I have reviewed this Telecommuting Agreement, and I will comply with, and hold the employee accountable for, all of the terms and conditions of this Agreement, and with all ACC policies, regulations, and guidelines.

_____ _____
(Print name) Title

_____ _____
Signature Date

PRESIDENT/VICE CHANCELLOR:

_____ _____
Signature Date

Attachments:
Completed *Inventory of Equipment* form
Completed *Alternate Location Safety Checklist* form

Distribution:
Original: Department
Copies: Employee
Employee Services