

Thomasville City Schools Telework Agreement

This Agreement, effective _____, is between _____ (referred to as “Employee”) and Thomasville City Schools (referred to as “Employer”).

The parties, intending to be legally bound, agree as follows:

Scope of Agreement-Employee agrees to perform services for Employer as a “teleworker.” Employee agrees that this teleworking arrangement shall be governed by Thomasville City Schools Telecommuting Policy and may be terminated as set forth in said policy.

SCOPE/WORK TO BE COMPLETED AND HOURS:

Minimum Expectations

- A voicemail message must be created so callers know how to reach you. For example, instruct callers that you are out of the office but may be reached via district issued email account.
- Voicemails must be checked periodically throughout the day. (Check first thing in the morning and every two to three hours after that until the end of the day).
- All staff with a TCS issued phone should have their desk phone forwarded to the TCS cell phone.
- Google Calendar and Supervisor created Google Document should be the authoritative source to document teleworking tasks/time. Events should be created as “work” time and indicate the hours worked at home. It is the expectation that teleworkers, work their regular work hours of 7.5 or 8 hours, or take the appropriate leave time.
 - Employees are expected to post a list of completed or in progress tasks/action items on their Google calendar and Supervisor created Google Document.
 - Employees must account for all hours of work
 - Supervisors will request work products to be shared.
- If a teleworker needs to be absent for sick day, annual leave, or other approved leave he/she will document the request via TimeKeeper.
- As needed, Google Hangouts/Google Meet can be used for meetings with internal staff.
- Employees are expected to be available during their normal work hours.

Term of Agreement-This Agreement shall become effective as of the date written above, and shall remain in full force and effect, as long as Employee teleworks and as long as in the Superintendent’s absolute and sole discretion, the conditions continue to exist that necessitate the use of teleworking as an alternative work assignment, unless the agreement is terminated as set forth herein.

Termination of Agreement- Teleworking is available only to eligible employees, at Employer’s sole discretion. Said availability shall be made by the Superintendent, or designee, in their absolute and sole discretion. Teleworking is not an employee benefit intended to be available to the entire organization. As such, no employee is entitled to, or guaranteed the opportunity to, telework. Employer will not be held responsible for costs, damages or losses resulting from cessation of participation in the teleworking program. This Agreement is not a contract of employment and may not be construed as such. This is a temporary alternative work assignment.

Salary, Job Responsibilities, Benefits – Salary, job responsibilities, and benefits will not change because of involvement in the program, except as they might have changed had Employee stayed in the office full-time, e.g., regular salary reviews will occur as scheduled, and Employee will be entitled to any district-wide benefits changes that may be implemented. Employee agrees to comply with all existing job requirements as now are in effect in the office.

Work hours, Overtime, Vacation – Work hours are not expected to change during the program. In the event overtime is anticipated, this must be discussed and approved in advance with the supervisor, just as any overtime scheduling would normally have to be approved.

Work Schedule-The daily work schedule for the days when working at home is subject to negotiation with and approval by Employee's supervisor. The supervisor may require that Employee work certain "core hours" and be accessible by telephone during those hours.

Equipment-Employer may provide the necessary computer, software, and other equipment needed for teleworking. All of these items remain the property of the district and must be returned to the district upon request. The computer, software, and any other equipment or supplies provided by Employer are provided for use on district-assignments only. Other household members or anyone else should not use the equipment and software. District-owned software may not be duplicated except as formally authorized. Employer will be responsible for insurance and maintenance of all district-provided materials and equipment.

Employee may be required to use personal equipment for teleworking purposes. In such cases, Employee will be responsible for the maintenance and insurance required for the Equipment.

Workspace-Employee agrees to designate a workspace within Employee's remote work location for placement and installation of equipment to be used while teleworking. Employee agrees to maintain the workspace in a safe condition, free from hazards and other dangers to Employee and equipment.

Any district materials taken home should be kept in the designated work area at home and not be made accessible to others.

Employee agrees that Employer can make on-site visits (with 24 hours advance notice) to the remote work location for the purpose of maintaining, repairing, inspecting, or to retrieve district-owned equipment, software, data or supplies, and for any other purpose reasonably related to the performance of Employee's duties and responsibilities under this agreement. In the event that legal action is required to regain possession of district-owned equipment, software, or supplies, Employee agrees to pay all costs incurred by Employer, including attorney's fees, should Employer prevail.

Office Supplies-Office supplies will be provided by Employer as needed and as may be reasonably available. Employee's out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of Employee's supervisor.

Liability for Injuries-Employee understands that the Employee remains liable for injuries to third persons and/or members of Employee's family on Employee's premises. Employee agrees to defend, indemnify and hold harmless Employer, its affiliates, employees, contractors and agents, from and against any and all claims, demands or liability (including any related losses, costs, expense, and attorney fees) resulting from, or arising in connection with, any injury to persons (including death) or damage to property caused, directly or indirectly, by the services provided herein by Employee or by Employee's willful misconduct, negligent acts or omissions in the performance of the Employee's duties and obligations under this Agreement, except where such claims, demands, or liability arise solely from the gross negligence or willful misconduct of the Employer.

Income Tax-It will be the Employee's responsibility to determine any income tax Implications of maintaining a home office area. Employer will not provide tax guidance nor will Employer assume any additional tax liabilities. Employees are encouraged to Consult with a qualified tax professional to discuss income tax implications.

Evaluation-Employee agrees to participate in all studies, inquiries, reports and analyses relating to this alternative work assignment.

Employee remains obligated to comply with all of Employer's rules, practices, instructions and this Agreement. Employee understands that violation of any of the above may result in preclusion from teleworking.

I have read and understand this Agreement and accept its conditions.

Employee

(Date Signed)

Superintendent or Designee

(Date Signed)