



REMOTE WORK AGREEMENT

Employee's Name: _____ **Today's Date:** _____

Department: _____ **Supervisor:** _____

Work Location: Home

Duration of Agreement: From _____ to _____ or whenever the agreement is revoked.

Schedule:

The employee must be available by phone during the core business hours established with direct supervisor. Any changes to the established schedule must be reviewed and approved in advance by the supervisor.

Remote Work Days/Hours:

Remote Work days and times will be determined by you and your supervisor and clearly communicated to co-workers. You understand and agree your supervisor may monitor your activities, including, but not limited to randomly checking your presence or the hours that you are working by telephone, or electronic monitoring.

Terms of Employment:

Conditions and terms of employment will not change with alternate worksites; salary, benefits, vacation, leaves, and basic job duties will remain as before. The employee's rights and responsibilities will continue whether the employee works from home or their usual place of work. Policies governing the use of the District's equipment, facilities, software, support services, such as the Internet, telephones, vehicle, etc. shall apply at the remote site, unless written permission authorizes a change in policy.

Remote Work Assignment and Supervision:

The work assignment will be handled in the same way non-remote work assignments are handled.

Performance Evaluation:

The employee will participate in the District's performance evaluation process as established at the start of every year. As part of the ongoing supervisory and management activities, the employee will discuss with his/her supervisor specific work assignments, time expectations for completion of such assignments, and will review these goals and objectives as necessary. Work performance expectations will remain the same as if the employee were performing his/her responsibilities from his/her usual place of work.

Management Controls:

The employee agrees to comply with established management controls which will include, but are not limited to:

- Remote Work Out of Office message on phone and computer;
- Checking of emails and phone messages a minimum of every thirty (30) minutes during remote work assignment; and



- Response to all phone messages and emails promptly.

District Policies and Procedures:

The employee is subject to and required to comply with all District policies and procedures to include documenting time on timesheets.

Sick Days, Vacation, Leaves of Absence:

Any use of sick days, vacation time, or personal leave must be approved by the supervisor. The employee must obtain prior approval before taking vacation or a leave of absence, in accordance with established District procedures. Sick time must be reported as per policy.

Dependent Care:

Remote work is not a substitute for dependent care. The employee agrees to arrange primary care for dependents while they are working remotely so as not to disrupt the work schedule or productivity.

District Software to Be Provided:

The District agrees to provide the employee with the necessary software; i.e. VPN to complete daily tasks on an as needed basis.

District Property for Business Use (If Applicable):

All materials and property furnished to the employee are for authorized business use only. Such property and materials including, but not limited to, electronic mail, voice message and computer systems, are not for personal use or for use by family, friends, or other third parties. All property and materials furnished by the District are to remain with the employee. It is the employee's responsibility to ensure that no one else has access to the equipment.

Safe Use of the District-Supplied Property:

All supplied property shall be used in a safe fashion and in accordance with the manufacturer's specifications. All electronic equipment must be used with properly grounded electrical outlets. The District is available to provide guidance to the employee with the respect to safe placement and installation of supplied property. A record will be maintained via a property control form (if applicable).

Verification of Home Safety:

The employee agrees to maintain the alternate work site in a safe condition, free from hazards and other dangers to the employee and/or District-supplied property. In signing this agreement, the employee verifies that the home office space provides workspace that is free of safety and fire hazards.

**Accidents/Work Related Injuries:**

Work-related injuries that occur in the remote work location must be immediately reported to the employee's supervisor and require adherence to the workers' compensation guidelines.

Damage to Employee's Property:

The District will not be liable for damages to the employee's personal or real property during the performance of official duties or while using supplied equipment at the employee's remote work location.

Protection of District Supplied Property:

Security of the District-supplied property at the employee's remote work location is as important as at a District office. The employee is required to take reasonable precautions to protect equipment from theft, damage, or misuse.

Security:

Security of data and access to systems at the remote work location must be respected as they are in the District office. District files must be kept totally separate from personal files and clearly marked as District files. District equipment must only be used for District business purposes and not to be used at any other time for any other purpose unless approved by the supervisor. All confidential and proprietary information must be stored in a secure manner when left unattended. Equipment and data must be maintained in a secure area, away from potential tampering or interference from family and pets. Care must be taken to dispose of confidential and proprietary data by appropriate shredding or recycling.

District Supplied Software:

Supplied computer software is not to be duplicated. The employee must comply with applicable software licensing agreements.

Non-Reimbursed Expenses:

The District will not pay for:

- Utility costs associated with equipment use or the additional expense associated with increased occupation of the employee's house (i.e., air conditioning, lighting, etc.);
- Maintenance or repairs of privately owned equipment;
- Office or equipment supplies unless approved in advance by the employee's supervisor;
- Any items not obtained through normal procurement methods;
- Outside expenses associated with establishing, operating, or protecting a home office.

**Confidentiality:**

No proprietary, student-related, employee-related, or privileged materials, ("Confidential Materials") shall be taken to the employees' remote work location without appropriate security and/or supervisor's prior knowledge and consent. The employee is responsible for maintaining the confidentiality, security, and safekeeping of records, documents, and other business materials and writings under the employee's control, including Confidential Materials. All Confidential Materials must be maintained in accordance with the District policies and procedures and kept in a locked location when not being used by the employee. The employee shall ensure that communications (oral or written) are conducted or maintained in an area where their privileged or proprietary nature, confidentiality, and/or security will not be breached. The employee will dispose of Confidential Materials in accordance with District procedures.

Privacy:

The employee acknowledges that the District provided electronic mail, all forms of electronic data communication systems, voice message systems, all forms of electronic storage systems, and computer systems are not private and may be monitored, reviewed, or searched by the District.

Tax Law Compliance:

The employee is responsible for his/her compliance with tax laws. The District is not responsible for validating the employee's claim of tax deductions for operations of the remote work location if it is located in the employee's home. The District will not provide tax guidance to the employee nor assume any additional tax liabilities.

District's Rights to End Remote Work Status:

Remote Work is a privilege provided to the employee which may be revoked if the conditions set forth in this agreement are not followed. The employee will be notified by his/her supervisor in writing.

If it is determined that remote work is resulting in adverse impact on the mission or work operations of the department, the program will be modified or terminated. If the remote work program is canceled, remote work employees and supervisors will arrange for the return of all District-owned equipment, and the employee's return to a traditional office site. Supervisors will provide employees with appropriate notice.

Amendments:

This agreement may be amended, modified, or supplemented from time to time by the department or District, as necessary to conform to the department's needs or desires in connection with the employee's remote work location arrangements, to conform to changes in the policy or procedure, or as otherwise necessary to comply with laws, rules, or regulations.

Work Relationship:

Nothing in this agreement alters the employee's work relationship with the District. Either the employee or the District may terminate the employee's employment based on collective bargaining agreements, as per existing policy.



I have read and understand the terms of this remote work program. I agree to and understand the duties, obligations, responsibilities, and conditions for remote work as described in this document which are hereby incorporated in full into this Agreement, including, but not limited to, requirements regarding my work performance, home site, computer and office setup, training, commitment to the program, and expectations of management.

Employee Signature: _____

Date: _____

Supervisor Signature: _____

Date: _____

cc: personnel file

5/30/23

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