

Community Learning Center Schools
COVID Work From Home Policy
August 2020

1. INTRODUCTION

1.1. This Agreement establishes the respective obligations of the parties under the Community Learning Center Schools (CLCS) Work From Home program. The employee has been authorized to work from home or another specific location as approved by CLCS on a case by case basis based on need with such location being described by the Work Location and Conditions Addendum in this Work From Home 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 CLCS policies and regulations and any changes thereto.

1.4. “Working from Home” is a condition that is offered solely by CLCS during distance learning or hybrid learning due to COVID. This is a temporary arrangement for employees based on the pandemic.

2. WORK LOCATION

2.1. The terms “residence of record” or “work from home” shall mean the employee’s home-based office at the address contained on CLCS payroll records or any alternate location specifically approved by the COO or ED.

2.2. The employee agrees that CLCS may make on-site visits to the residence of record during the employee’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 CLCS-owned equipment.

2.3. The employee must work at the CLCS designated classroom or other campus location when not working at home or at the CLCS approved alternate location.

3. SUPPLIES AND EQUIPMENT

3.1. This Agreement states the understanding between CLCS and the employee and applies to employees who work from home in general.

3.2. The employee understands that CLCS will provide a computer, but additional computer peripherals and accessories will not be provided unless requested. These peripherals are limited to keyboard, mouse and power supply cord. The costs associated with Internet and telephone service will be the sole responsibility of the employee unless covered through a union MOU. Further, the employee understands that CLCS is not responsible for the operation or troubleshooting of remote networking environments.

3.3. Equipment, software, and supplies provided by CLCS for use at the remote

workplace shall be limited to use by authorized persons for purposes related to official CLCS business, including professional development training and tasks sponsored by CLCS.

3.4. Employee agrees that all CLCS-owned data, software, equipment, facilities, and supplies will be properly protected and secured. CLCS-owned data, software, equipment, and supplies shall not be used to create employee-owned software or personal data. CLCS software shall not be duplicated. Products and programs developed while telecommuting for CLCS shall become the property of CLCS.

3.5. In the event of CLCS-owned equipment failure or malfunction, the employee shall immediately notify CLCS IT 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 work from home, the employee will be assigned to work at a campus location, at the sole discretion of CLCS.

3.6. Upon separation of employment, CLCS equipment will be returned to the CLCS IT Department prior to or on the day of separation, or within a timeframe previously arranged and agreed upon by the employee's supervisor and the IT Specialist. In the event that legal action is required to regain possession of property owned by CLCS, the employee shall pay all costs incurred by CLCS, including attorney's fees, should CLCS 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. 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 COO or designee. The employee's salary, retirement, benefits, and state-sponsored insurance plans remain unchanged. State-sponsored insurance plans (Worker's Compensation, Disability, etc) apply to work completed at home residence unless otherwise specified by CLCS to our insurance carrier.

5. SAFETY AND LIABILITY

5.1. The employee and CLCS liability and obligations shall be governed by all applicable federal, state, and local laws and regulations.

5.2. CLCS does not assume liability for loss, damage, or wear of employee-owned equipment. The employee is responsible for proper operation of CLCS 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 CLCS-owned property; however, any loss of CLCS property that is paid by the employee's homeowner's policy will be reimbursed to CLCS.

5.3. The employee shall designate a workspace within the home residence or other CLCS approved workplace and shall maintain this workspace in a safe condition – free from

hazards and other dangers to the employee and equipment.

5.4. Furniture, lighting, environmental protection, and household safety equipment incidental to use of CLCS 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.

5.5. The employee shall notify the supervisor immediately in case of injury that occurs while conducting CLCS business at the residence or in the CLCS approved 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 Location and Conditions Agreement, 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 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 CLCS designated office/classroom for meetings on offsite work days with a minimum of twenty-four (24) hours advance notice by CLCS.

6.5. The employee agrees to obtain from the designated office/classroom 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.

6.6. The employee shall comply with all applicable laws, policies, regulations, and instructions regarding ethics, conflicts of interest and confidentiality.

6.7. The employee shall participate in all required surveys, legislative inquiries, reports, or analysis relating to work at home for CLCS.

6.8. The employee shall comply with all CLCS 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 reapply each year for the privilege of telecommuting.

7.2. Working at Home is a voluntary program. CLCS 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 CLCS policies and regulations. The employee may terminate this agreement at any time, and will provide written notification within ten (10) business days.

7.3. CLCS 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 CLCS designated office all notes, data, reference materials, sketches, drawings, memoranda, reports, records, equipment, supplies, and all other CLCS 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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WORK LOCATION AND CONDITIONS AGREEMENT

The following Work Location and Conditions Agreement 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 of Record with CLCS Payroll / Address:

OR

_____Alternate Location / Address as approved by CLCS:

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 CLCS 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 home or other CLCS approved location:
____Monday ____Tuesday ____Wednesday ____Thursday ____Friday
Hours per day _____ Start time: _____ a.m. / p.m. Finish time: _____ a.m. / p.m.

4. The employee will be accessible during work hours via the following contact information:

_____Phone(s):

_____Work Email:

_____Alternate Email:

5. The employee agrees to come into the CLCS designated office for meetings on offsite work days with _____ hours advance notice. (CLCS will provide a minimum of twentyfour (24) hour notice.)

6. The following CLCS-owned equipment will be used by the employee at the remote work location(s):

Description	Item #	Serial #

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 employee and the supervisor are as follows:

----- Employee Initials _____ Supervisor Initials _____