



## TELEWORKING AGREEMENT

Due to the nature of TEACH Public School’s operations, employees are typically expected to report to their assigned work site as scheduled during regular operations. In light of recent events surrounding the COVID-19 global pandemic, TEACH Public Schools (“School”) may have to modify its operations. In such instances, employees may be permitted or required to work from home on a temporary basis. Because the School provides an essential service, it may require an employee to work on site as necessary for School operations during any remote work period.

This Teleworking Agreement (“Agreement”) is hereby entered into between School and [Employee Name] (“Employee”). This Agreement is effective immediately and will be terminated upon the reopening of the School, or upon five days’ notice from the School to the Employee, at the School’s sole discretion.

### 1. Employee Expectations:

- A. Employee will telecommute from home [insert address].
- B. Employee’s hours of work will be from **\_7:00 a.m.\_ to \_5:00 p.m.\_**. Employee shall be available during the hours of work for communication through dedicated phone, voice mail, cellular phone, email, video conference, or other reliable means of communication, and agrees to respond to the Employee’s supervisor promptly, **within 15 minutes/hours**. Any changes to the Employee’s hours of work shall be agreed upon in advance by the Employee’s supervisor (Administrator).
- C. Employees must remain available to be physically present at the work site as needed by School operations. Employees may not work remotely from other states or locations which prevent physical presence without written permission.
- D. The duties, obligations, responsibilities and conditions of Employee’s employment remain the same and the Employee remains bound by the terms and conditions outlined in the School’s Employee Handbook, including, but not limited to, all standards of conduct, confidentiality and privacy obligations.
- E. Work hours, overtime compensation, use of sick leave, use of vacation leave, and the requirements, if applicable, that the Employee take meal and rest breaks, remain the same.
- F. Employee is required to keep a time record of all hours worked, meal periods taken and an acknowledgement of breaks taken. The time record shall be submitted to the Employee’s supervisor at the end of each week, or as was otherwise submitted prior to this Agreement.
- G. Telework is not a substitute for dependent care. Employees shall remain available during agreed upon work hours to work for the School.



- H. Any time Employee is expected to interface with a constituent of the School [e.g., parent, student, staff], Employee is expected to follow the School's dress code.
- I. No third parties may assist Employee in performing Employee's job while teleworking.

2. Work Space Safety:

- A. While working from home, Employee shall maintain a clearly defined teleworking workspace that is kept clean, orderly and free from hazardous conditions ("workspace").
- B. The workspace shall have adequate light so the Employee may successfully perform the requirements of the Employee's job.
- C. All exits from the workspace shall be free from obstructions.
- D. All equipment used by Employee (both School provided and Employee owned) shall be in good working condition.
- E. Employee's desk, chair and other equipment are appropriately designed and arranged to eliminate strain on all parts of the body.
- F. Employee shall indemnify Employer for any injury to third parties at Employee's workspace.
- G. If the Employee is injured while performing work in the course of scope of Employee's employment with the School while working at the workspace, Employee shall notify the Employee's supervisor immediately. During work hours and while performing work functions in the designated workspace, Employee is covered by worker's compensation, only during agreed upon work hours.

3. Equipment, Tools and Materials:

- A. Employee acknowledges that all School provided equipment and tools required for Employee to perform Employee's job remain the property of the School. The School will provide for repairs to School equipment and tools only. The Employee is responsible for repairs to any Employee owned equipment or tools used by Employee. The Employee is financially responsible for School owned equipment and tools if any are lost, stolen or damaged because of Employee's negligence, misuse or abuse.
- B. No one other than Employee shall use any School provided equipment or tools for any purpose and Employee shall only use School provided equipment and tools for business purposes.
- C. If the Employee's employment is terminated, Employee agrees to return all School owned equipment, tools and materials to School within five (5) business days.

4. Expenses:

- A. Employees working from home shall be entitled to a flat fee reimbursement of \$ 20 per month for the reasonable expense of the mandatory use of your personal phone (both cellular and dedicated land line), personal internet service, and electrical



- service. If an employee believes that the designated stipend is insufficient to reimburse the employee for all reasonable expenses necessarily incurred as a result of remote work, the employee must immediately report any expense issues to Human Resources. Employees will be required to submit documentation to support any request for reimbursement of expenses that exceeds the stipend amount.
- B. Employees are required to follow the School’s regular reimbursement policy for any other School related expenses for which the Employee seeks reimbursement
  - C. The School’s vehicle expense reimbursement rules remain the same. If the School did not reimburse Employee for vehicle expense reimbursement before the Employee began teleworking, the School will not reimburse the Employee for any vehicle expense reimbursements.
  - D. School will supply Employee with necessary office supplies to perform the Employee’s job. School will not reimburse Employee for any additionally purchased supplies without the prior written consent of the Employee’s supervisor.
5. Confidentiality: Employee is expected to ensure the protection of School, student and personnel confidential information, including, but not limited to ensuring that no private student information requiring protection by FERPA is disclosed to third parties without the parent’s/guardian’s consent, protecting the School computers and its networks from access by any third party, the introduction of viruses or harmful code, and any other security breaches. Employee shall keep all non-public information of and related to the School, including, without limitation, its students, parents, faculty, staff, business operations, employment issues, Covid-19 issues, intellectual property, and all related information that should be kept confidential in the view of a reasonable person (collectively, “Confidential Information”) in strict confidence and shall take all available measures to protect the confidentiality of such Confidential Information from disclosure.
6. You may be eligible for paid sick leave under the Families First Coronavirus Response Act (“Act”) if you are unable to work or telework for one of the following reasons: (i) you are subject to a government-ordered quarantine or isolation order related to COVID-19; (ii) you have been advised by a health care provider to self-quarantine due to concerns related to COVID-19; (iii) you are experiencing COVID-19 symptoms and seeking a medical diagnosis; (iv) you are caring for an individual who is subject to a government-ordered quarantine or a health care provider’s recommendation to self-quarantine; (v) you are caring for a child whose school or place of care has been closed due to COVID-19; or (vi) you are experiencing a substantially similar condition specified by the Secretary of Health and Human Services. The Act’s effective date is April 2, 2020. If you have a question regarding sick leave, please promptly contact the School’s human resources department.



7. Miscellaneous:

- A. This Agreement may be terminated in the sole discretion of the School upon the School providing Employee with five days.
- B. Unless otherwise required by law, teleworking is voluntary.
- C. Employee agrees to return School owned equipment, records and materials within 5 days of termination of this Agreement or promptly upon request of the School. Within 3 days of written notice by School, Employee must return School owned equipment for inspection, repair, replacement or repossession. School's notice by email is sufficient.
- D. Employee understands that Employee is responsible for tax consequences, if any, of this arrangement.

**I hereby affirm by my signature that I have read this Teleworking Agreement and understand and agree to all of its provisions.**

\_\_\_\_\_  
[Employee Name], Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Supervisor Name], Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Superintendent Name], Superintendent

\_\_\_\_\_  
Date