

# **LACOE Telecommuting Agreement**

This Telecommuting Agreement (Agreement) is voluntarily entered into between the Los Angeles County Office of Education (LACOE) and the undersigned telecommuter (Telecommuter). It is the intent of this Agreement to, at a minimum, maintain the quantity, quality, and volume of work product by LACOE employees while reducing the climate effects of commuting as well as being an incentive to attract and retain well qualified personnel. This Agreement is also a necessary tool in the event of closure of the LACOE office and LACOE school site(s) due to any medical, disaster, or other emergency. Not all positions will be eligible for this Agreement as many require a physical presence in the LACOE office or school site(s) in order to complete job duties; eligibility will be reviewed on a case-by-case basis.

## **Health and Safety**

Telecommuter is responsible for setting aside a space in their home (Home Office) for work and ensuring that the Home Office is ergonomically sound, clean, safe, free of obstructions and hazardous materials, and compliant with appropriate building codes and health and safety requirements. Telecommuter is required to attest to the fact that the Home Office meets these requirements.

If Telecommuter incurs a work-related injury while telecommuting, worker's compensation law and rules may apply. Telecommuter must follow all rules, regulations, and policies and notify their manager/supervisor immediately. Telecommuter must complete all necessary and/or management requested documents regarding the injury.

## **Termination of Agreement/Participation**

The decision to implement telecommuting in a department is made at the sole discretion of management. In the event of an emergency, telecommuting may be mandated or required. Either LACOE or Telecommuter (unless declared as part of an emergency) may terminate this Agreement for any reason, at any time. If Telecommuter requests to terminate this Agreement, Telecommuter is required to give 10 days' notice of the same. LACOE will arrange for Telecommuter to begin working at the LACOE office or school site(s) as quickly as possible, but no later than 30 days after notification by Telecommuter unless declared as part of an emergency. LACOE may terminate this Agreement without notice, but will provide Telecommuter with as much advance notice as reasonably possible under the circumstances.

Failure by Telecommuter to maintain a Home Office that is safe, ergonomically sound, and free from distraction so as not to interfere with work, as determined by LACOE, provides cause for terminating this Agreement.

LACOE will determine whether telecommuting is appropriate, based upon work requirements. Those who previously had a telecommuting arrangement are not guaranteed a telecommuting assignment when returning from a leave of absence or after a job transfer. This Agreement similarly does not guarantee a telecommuting arrangement when returning from a leave of absence or after a job transfer.

## Periodic Performance Review

Telecommuter's manager/supervisor will meet regularly with Telecommuter to review performance, including any issues related to this Agreement. Telecommuter's manager/supervisor will work with Telecommuter to set up deliverables to make sure adequate progress is made by Telecommuter on assigned tasks.

## Telecommuting Agreement

This Agreement begins on \_\_\_\_\_ and continues until modified by management, and must be renewed on an annual basis.

1. Telecommuter will telecommute to the following alternative worksite \_\_\_\_\_  
\_\_\_\_\_ (Home Office).
2. In-office days are days when Telecommuter will work at the LACOE office or school site.  
In-office days will be:
  - Monday \_\_\_\_\_
  - Tuesday \_\_\_\_\_
  - Wednesday \_\_\_\_\_
  - Thursday \_\_\_\_\_
  - Friday. \_\_\_\_\_

Home-office days are days when Telecommuter will work from Telecommuter's Home Office.  
Home-office days will be:

- Monday \_\_\_\_\_
- Tuesday \_\_\_\_\_
- Wednesday \_\_\_\_\_
- Thursday \_\_\_\_\_
- Friday. \_\_\_\_\_

Telecommuter agrees to be available during their assigned business hours for work-related communication, including through such methods as phone, electronic mail, voicemail, instant messenger, fax, etc., and agrees to respond within a reasonable time period. Telecommuter-initiated schedule changes must follow office procedures regardless of work location.

3. Telecommuter may be required to share an office space (hotel office) when they are working in the LACOE office or school site. "Hotel office" is defined as a cubicle or office space that is not permanently assigned to any specific individual but is available to LACOE employees for use on an as-needed basis.
4. Telecommuter must earn a "meets standards" or better in their two most recent evaluations in order to qualify for or retain this Agreement, unless telecommuting is required by an emergency situation or is approved by a LACOE Cabinet member.
5. Only non-probationary employees are eligible for this pilot program. However, telecommuting may be provided to employees on probation should management determine that telecommuting is necessary due to an emergency situation.

6. The duties, obligations, responsibilities, and conditions of Telecommuter's employment with LACOE are not changed by this Agreement. Telecommuter's salary, retirement, vacation and sick leave benefits, and insurance coverage shall remain the same.
7. Telecommuter's work hours, overtime compensation, use of sick leave, and approval of use of vacation time will conform to LACOE and departmental policies and procedures, departmental guidelines, the appropriate collective bargaining agreement, and to the terms otherwise agreed upon by Telecommuter and LACOE.
8. Telecommuter agrees to maintain a safe and ergonomically sound Home Office, and to hold LACOE harmless for injury to self or others at the Home Office. LACOE accepts no responsibility whatsoever for the safety, security, or suitability of any alternative work site, including the Home Office. Telecommuter agrees to provide a picture of the Home Office to an authorized LACOE representative to inspect the Home Office as needed.
9. Telecommuter agrees to provide a secure location for LACOE-owned equipment and materials, and will not use, or allow others to use, such equipment for purposes other than LACOE business. All equipment, records, and materials provided by LACOE shall remain LACOE property. Telecommuter agrees to allow LACOE reasonable access to its equipment and materials.
10. Telecommuter agrees to return LACOE equipment, records, and materials within 10 days of termination of this Agreement. All LACOE equipment will be returned to the LACOE Office by Telecommuter for inspection, repair, replacement, or repossession with 10 days written notice.
11. Outside work of any kind may not be performed by Telecommuter during the hours Telecommuter is being paid by LACOE and may not be performed at any time utilizing LACOE equipment or resources.
12. LACOE will provide if necessary:
  - A laptop or desktop computer.
  - Maintenance and repairs to LACOE-owned equipment. In the event of equipment malfunction, Telecommuter must notify his/her manager immediately. If repairs will take a significant amount of time to complete, the LACOE Technology Services Department will procure alternative means to allow Telecommuter to continue performing work, including asking Telecommuter to report to LACOE's main office until the equipment is repaired.
  - Additional equipment that LACOE deems necessary.
  - Equipment supplies for equipment which LACOE deems necessary, which should be requisitioned through LACOE.
  - Cellular phone to be used for the sole purpose of performing work for LACOE, as well as a data plan and hotspot to be used for the same reasons.
  - An Internet mifi device if a hotspot add-on to a cellular phone is not feasible.
  - Any necessary business expenses, which should be submitted in accordance with LACOE's expense reimbursement policy.
13. LACOE will generally NOT pay for the following expenses:
  - Utility costs.
  - Travel expenses (other than authorized transit subsidies) associated with commuting to the central office or to school sites.

14. Telecommuter agrees to follow all office procedures and rules when using sick leave, vacation, time off, or other leave credits. Overtime must be approved in advance by Telecommuter's manager/supervisor.
15. Telecommuter agrees to make regular dependent care arrangements while telecommuting.
16. Telecommuter will implement steps for good information security in the Home Office, and will check with his/her manager/supervisor when security matters are an issue. Telecommuter has a copy of the LACOE security requirements and procedures.
17. LACOE retains the right to modify this Agreement on a temporary basis as a result of business necessity (for example, Telecommuter may be required to come to the LACOE office or school site on a particular day) or at Telecommuter's request.
18. Telecommuter understands that he or she is responsible for tax and insurance consequences, if any, of this Agreement, and for conforming to any local zoning regulations.
19. Telecommuter agrees to attend all mandatory meetings in person at the LACOE office.

<b>The Telecommuter must identify whether they need equipment to telecommute or if not which equipment they need. Select <u>YES</u> or <u>NO</u> for each item.</b>
YES ___ NO ___ I have everything I need in order to telecommute. (If YES, check NO for all others.)
YES ___ NO ___ I need a laptop.
YES ___ NO ___ I need a cellular phone.
YES ___ NO ___ I need a cellular phone with hotspot for internet access.
YES ___ NO ___ I need VPN software.
YES ___ NO ___ I need to access my desktop software.

**You must have this e-signed and we will review online, or bring this signed agreement to EC 288 to pick up your equipment. We will show you how to use the equipment and software before you leave.**

I have read and understand this Telecommuting Agreement and agree to its terms and conditions.

I acknowledge receipt of equipment. \_\_\_\_\_

\_\_\_\_\_  
**Telecommuter's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Manager's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Director's Signature**

\_\_\_\_\_  
**Date**