



Telecommuting Agreement

THIS AGREEMENT MADE on _____, 201__.

**“THE BOARD OF TRUSTEES
OF
PEMBINA HILLS REGIONAL SCHOOL DIVISION NO.7”**
(hereinafter referred to as “PHRD”)
OF THE FIRST PART

-and-

(hereinafter referred to as the “Telecommuting Employee”)
OF THE SECOND PART

Whereas the Telecommuting Employee is an employee with PHRD;

And Whereas PHRD has adopted Administrative Procedure 40-30; (Telecommuting) to set out the procedures and conditions in which a PHRD Employee may be authorized to enter into a Telecommuting Agreement with PHRD.

And Whereas the Telecommuting Employee wishes to enter into a Telecommuting Agreement with PHRD in accordance with AP 40-30;

Now Therefore in consideration of the mutual covenants set out herein, the parties hereby agree as follows:

1. Definitions:

- 1.1 Telecommuting Work Site is defined as the work site in or near the Telecommuting Employee’s home which has been approved by PHRD as a Telecommuting Work Site.
- 1.2 Home Office is defined as the primary work site owned or leased by PHRD.
- 1.3 Supervising Administrator is defined as the Site Administrator, School Administrator, the Coordinator of Learning Technologies or the Coordinator of Central Services, or designate as identified in Schedule ‘A’.

2. Conditions:

This agreement specifies the conditions applicable to an arrangement for performing work at a Telecommuting Work Site on a regular basis.

- 2.1 The Telecommuting Work Site of the Telecommuting Employee is located as per attached Schedule ‘A’.



- 2.2 The Telecommuting Employee will be assigned a Home Office, and will travel to that Home Office upon the direction of their Supervising Administrator for scheduled meetings. Travel time and expense will be the responsibility of the Telecommuting Employee.
- 2.3 The assigned Home Office of the Telecommuting Employee is located as per attached Schedule 'A'.
- 2.4 The Telecommuting Employee's Supervising Administrator is identified as per attached Schedule 'A'.
- 2.5 Days and hours when the Telecommuting Employee is normally expected to be fulfilling duties, as per the Telecommuting Employee's job description, are **all** scheduled workdays as determined by the Telecommuting Employee and the PHRD Board as per attached Schedule 'A'.
- 2.6 The Telecommuting Employee's Supervising Administrator must approve any variation in the Telecommuting Employee's work schedule in advance.
- 2.7 The Telecommuting Work Site of the Telecommuting Employee is considered an extension of the primary work site, therefore no dependent family members are to be present at the Telecommuting Work Site during scheduled workdays.
- 2.8 Duties and assignments, authorized to be performed at the Telecommuting Work Site are as per the Telecommuting Employee's job description, and / or as per adjustments on attached Schedule 'A'. The Supervising Administrator reserves the right to assign work as necessary at any PHRD designated work site.
- 2.9 The Telecommuting Employee understands that the Telecommuting Work Site is not to be used to conduct PHRD related business meetings. Any such PHRD related meetings will be held at the primary work site.
- 2.10 The Telecommuting Employee understands that he or she is responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.
- 2.11 The Telecommuting Employee understands that all obligations, responsibilities, terms and conditions of employment with PHRD remain unchanged, except those obligations and responsibilities specifically addressed in this agreement.

3. Responsibilities:

The Telecommuting Employee will:

- 3.1 Submit a written report **weekly/daily** to the Supervising Administrator;
- 3.2 Recognizing that effective communication is essential for this arrangement to be successful, the Telecommuting Employee will be available by phone (either conventional or cellular) and high speed internet, as well as by a toll free line for



incoming calls, provided by PHRD, and will remain accessible during the designated work days and hours as outlined in Schedule 'A';

- 3.3** Be available to travel to the primary or designated work site when necessary, regardless of the telecommuting schedule;
- 3.4** Ensure that PHRD equipment and records in the Telecommuting Employee's Telecommuting Work Site are maintained in safe, secure, and confidential conditions, are used only for PHRD business, and are available to the Supervising Administrator or designated representative upon request;
- 3.5** Notify the Supervising Administrator or designated PHRD representative of mutually agreed upon vacation days or sick leave, during designated work days;
- 3.6** Alert the Supervising Administrator or designated PHRD representative as soon as possible of any interruption during the scheduled work day due to illness, personal business, the presence of visitors or dependent family members at the Telecommuting Work Site or any other unforeseen circumstances that may affect the expected daily performance of the Telecommuting Employee;
- 3.7** Establish and maintain a safe and secure work environment that meets standards as per attached Schedule 'A' at the agreed upon Telecommuting Work Site;
- 3.8** Report work-related injuries to the Supervising Administrator at the earliest opportunity, and agree to hold PHRD harmless for injury to others at the Telecommuting Work Site;
- 3.9** Allow the Supervising Administrator or designated PHRD representative both scheduled and unscheduled access to the Telecommuting Work Site during the designated work hours to assess safety, security and job performance.

4. Equipment:

- 4.1** Regarding space and equipment purchase, set-up, and maintenance, at the Telecommuting Work Site, the attached Schedule 'A' outlines items that PHRD agrees to provide.
- 4.2** The Telecommuting Employee agrees to use PHRD owned equipment, records, and materials only for purposes of PHRD business, and only in accordance with AP 40-70 (Technology Acceptable Use) and to protect them against unauthorized or accidental access, use, modification, destruction, loss, theft or disclosure. The Telecommuting Employee agrees to report to the Supervising Administrator instances of loss, damage, or unauthorized access immediately.
- 4.3** The Telecommuting Employee understands that all equipment, records, and materials provided by PHRD shall remain the property of PHRD.
- 4.4** The Telecommuting Employee agrees to return all PHRD equipment, records, and materials within seven (7) days of termination of this agreement. The



Telecommuting Employee for inspection, repair, replacement, or repossession, will return all PHRD equipment to PHRD within seven (7) days upon written notice.

5. Term:

- 5.1** The term of this agreement shall be from _____, _____ up to and including August 31, _____.
- 5.2** This agreement can be terminated:
 - a. By either party on seven (7) days written notice;
 - b. At any time by mutual agreement between the parties; or
 - c. Automatically upon the Telecommuting Employee transferring to a new position.
- 5.3** The parties agree that this agreement will not be automatically renewed upon its expiration or termination.
- 5.4** The Telecommuting Employee shall not be provided with any compensation or reimbursement for any costs expended or losses related to the modification of the Telecommuting Work Site.

I hereby affirm by my signature that I have read this Telecommuting Agreement, and the attached Schedule 'A' and I understand and agree to all of the provisions.

Date

Telecommuting Employee

Printed Name

Date

Site Administrator

Printed Name

Date

Superintendent or Designate

Printed Name



PEMBINA HILLS REGIONAL SCHOOL DIVISION NO. 7
TELECOMMUTING AGREEMENT
Schedule A

For:

Telecommuting Employee: **(insert full name here)**

Telecommuting Employee's Duties: As per attached job description **(attach appropriate job description)**

Telecommuting Work Site located at **(include physical address of the Approved Telecommuting Work Site here)**

Telecommuting Employee's Home Office is: **(insert home office location here ie: Calgary ADLC office)**

Telecommuting Employee's Regularly Scheduled Workdays:

Day	Start Time	End Time
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		

Supervising Administrator: **(insert name and title of supervising administrator here)**

Responsibilities

The Telecommuting Employee will:

- Submit a written report **weekly / daily** to the designated Supervising Administrator as outlined above;
- Be readily available by phone and high speed internet, as well as by a PHRD provided toll free line for incoming calls on all scheduled work days and hours as outlined above;
- Be available to travel to the primary worksite or a designated PHRD work site when necessary, regardless of the telecommuting schedule;
- At their own expense, provide all furniture, equipment, office supplies, and mail and courier services necessary to establish and maintain the Telecommuting Work Site;
- Ensure that PHRD equipment and records in the Telecommuting Employee's Telecommuting Work Site are maintained in safe, secure, and confidential conditions, are used only for PHRD business, and are available to the Supervising Administrator or Designated Representative upon request;
- Notify the Supervising Administrator or Designated Representative of mutually agreed upon vacation days or sick leave, during scheduled work days;



- Alert the Supervising Administrator or Designated Representative as soon as possible when unforeseen external circumstances may interfere with performance under the Telecommuting Arrangement (i.e.: illness, personal business, the presence of dependent family members or visitors at the Telecommuting Work Site);
- Allow the Supervising Administrator or Designated Representative both scheduled and unscheduled access to the Telecommuting Work Site during the scheduled work hours to assess safety, security and job performance.

Health and safety/liability.

The Telecommuting Employee is responsible for maintaining a safe and secure work environment, as per the attached office safety checklist, and for arranging the Telecommuting Work Site in an ergonomically sound manner. Work-related injuries incurred in the Telecommuting Work Site during agreed upon working hours should be reported promptly to the Supervising Administrator. Such reports of injuries will be handled in the same manner as reports of injuries at the primary work site.

Telecommuting Employees shall not receive visitors, on work-related matters, at the Telecommuting Work Site.

Pembina Hills Regional Division Records.

The Telecommuting Employee will ensure that all PHRD records in their possession are available to the Supervising Administrator or Designated Representative of PHRD upon request.

The Telecommuting Employee will ensure that the confidentiality of all PHRD records in his or her possession are protected.

Equipment and Telecommunications Facilities.

PHRD equipment and email accounts shall be used only for PHRD business conducted in Telecommuting Arrangements.

The Telecommuting Employee will purchase high speed internet access at the Telecommuting Work Site.

PHRD equipment in the Telecommuting Employee's Telecommuting Work Site is subject to the same inventory control and disposal procedures as that in the primary work site.

The Telecommuting Employee is responsible for bringing equipment to the primary work site for inspection, maintenance and repair. PHRD will repair and replace PHRD equipment unless it is lost, damaged, or stolen through the Telecommuting Employee's clear negligence or abuse as per AP 40-70(Technology Acceptable Use).



Inventory of PHRD owned equipment utilized at the agreed upon home office:

(Insert full list of PHRD equipment here)