

# Dallas College Remote Work Agreement

Remote work arrangements are those in which the majority of work is performed at a location other than a Dallas College (the “College”) site (e.g., a Dallas College owned, leased or operated facility) (“Remote Work”). Remote Work also includes telecommuting in that it is intended as a means of working from home or an alternate site on a full-time basis. Any establishment of a remote working arrangement outside of Texas or the U.S. may carry additional tax and/or legal implications and requires coordination with College Human Resources, the Office of the General Counsel and Risk Management, as necessary. Remote work is permissible under a voluntarily executed agreement between the manager/supervisor and the employee (the “Remote Work Agreement”).

This Remote Work Agreement is between College - \_\_\_\_\_ (“the department”) and the undersigned employee (“Employee”) to establish the terms and conditions for Remote Work. This Agreement begins on \_\_\_\_\_ [DATE]. Employee understands that this Remote Work Agreement to permit Employee to work remotely is a temporary measure only and will be reviewed continuously during the period in which College encourages social distancing as a measure intended to minimize the spread of COVID-19. Accordingly, Employee further understands that College and/or Employee’s immediate supervisor, in consultation with Human Resources, may alter Employee’s work schedule under this Agreement or terminate this Remote Work Agreement at any time at its sole discretion by sending an email to Employee’s College email address. This Remote Work Agreement shall also immediately terminate if College places a statement on its website generally indicating that all temporary remote work agreements arising from the current health situation are terminated.

This Remote Work Agreement should be reviewed periodically during its term; it is recommended that such review be undertaken as often as reasonably necessary, but not less than one time per year in conjunction with the Employee’s annual performance evaluation.

### Employee to complete:

<b>Employee Name:</b>	<b>Payroll Title:</b>
<b>Exempt/Non-Exempt:</b>	<b>Department:</b>
<b>Supervisor:</b>	

1. Proposed effective Date(s) of the arrangement begins on \_\_\_\_\_ and continues until \_\_\_\_\_, unless earlier terminated as provided herein.
2. Days and hours Employee is normally expected to be physically present at a Dallas College location (subject to change with or without notice to meet operational needs):

Days	Hours	Meal Period (Non-Exempt)	Rest Period (Non-Exempt)
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

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3. Employee is requesting:

Telework from home address on file

Will work from the following remote work location, include address, city, state, zip:

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**(Please note, no remote working site outside of the State of Texas will be approved unless this Remote Work Agreement has been approved by College HR, the Office of the General Counsel and Risk Management).**

4. Recognizing that effective communication is essential for this arrangement to be successful, Employee agrees to be available during the assigned business hours of \_\_\_\_\_ to \_\_\_\_\_ (US Central).

Describe how Communication (i.e., meetings, email, answering phone calls, voice mail, etc.) will be coordinated with (coworkers, supervisor, colleagues, customers, etc.)

5. Indicate specific and/or various types of work assignments to be performed at the remote work location (i.e. job functions, duties and responsibilities).

6. If Employee is a supervisor, describe how Employee will supervise employees remotely.

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7. List College equipment and software that will be used by the Employee in the remote workplace location. Any College equipment used in the remote workplace pursuant to this Remote Work Agreement must be returned to the College immediately upon expiration or termination of this Remote Work Agreement.

8. Describe elements of the job that cannot be completed off-site and how they will be handled.

9. Describe how this Remote Work Agreement will be continually evaluated.

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**Supervisor to complete:**

10. Describe any proposed modifications or changes to Items 4-9 in the space provided below.

\_\_\_\_ (Supervisor's Initials): Supervisor hereby acknowledges and agrees that Employee's responses to Items 4-9 as set forth above accurately reflect Employee's ability to work remotely.

\_\_\_\_ (Employee Initials): Employee hereby acknowledges and agrees to accept the changes and modifications to Items 4-9 proposed by Supervisor and set forth above.

If Employee and Supervisor cannot agree to the changes and modifications, if any, proposed by Supervisor above, this Remote Work Agreement will be submitted to Employee's Second-Level Supervisor for resolution of the matter. The Second-Level Supervisor's determination will be final and non-appealable.

If Employee and Supervisor cannot agree on Items 4-10:

Second-Level Supervisor \_\_\_\_\_, hereby determines the following with respect to Items 4-10:

Date: \_\_\_\_\_ Second-Level Supervisor Signature: \_\_\_\_\_

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### If approved:

11. Employee agrees to respond in a reasonably prompt manner to work-related requests, inquiries and other similarly-related tasks as they would at an onsite location. Additionally, Employee agrees to have an online presence. Employee-initiated schedule changes must be discussed and approved in advance by the supervisor.
12. For **non-exempt** employees:
  - In the event Employee is a non-exempt employee, Employee shall:
    - Record hours worked (start and end) via the electronic time sheet for approval by Employee's supervisor.
    - In addition to the meal period, take regular rest periods ("Break"). Employee shall take one (1) 15-minute Break in the morning and one (1) 15-minute Break in the afternoon. Employee shall notify Employee's supervisor/manager when lunch and Breaks will be taken.
13. The duties, obligations, responsibilities and conditions of the Employee's employment with the College remain unchanged. Employees are expected to meet the same performance standards as otherwise required, and supervisors/managers are expected to use the same performance review criteria that are applicable to employees working at a designated Dallas College location. The Employee's salary, retirement, vacation and sick leave and Extended Sick Leave (ESL) benefits and insurance coverage shall remain the same.
14. Employee agrees to seek advance approval by the supervisor to change the terms of the work schedule or for use of sick leave, vacation, compensatory time off, or any other leave of absence in accordance with College policies and procedures, departmental guidelines. Any overtime work must be approved in advance by the supervisor.
15. Employee agrees to remain up to date on all safety-related training, available to employees. Employee agrees to maintain a safe work environment at employee's remote working location. Employee agrees to allow an authorized College representative to inspect the remote working location upon reasonable notice and during regular business hours, as needed. The Employee further agrees to make reasonable workstation safety changes at Employee's expense, as recommended.
16. If Employee incurs an injury arising out of the course and scope of the assigned job duties while working at home/alternate site, Employee shall give prompt notice of such injury to Employee's Supervisor and to Dallas College Risk Management so that a review and investigation of such injury can be undertaken in accordance with applicable Workers' Compensation law. Employee must notify the supervisor immediately and complete all necessary and/or management-requested documents regarding the reported injury.
17. Employee agrees not to use his/her personal vehicle for College business unless specifically authorized by the supervisor.
18. Employee acknowledges and understands that Employee is responsible for maintaining and repairing Employee-owned remote work equipment at personal expense and on personal time.

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19. Employee agrees to use electronic equipment that has been encrypted and meets all of the College's security requirements. If the College provides equipment for home use, Employee agrees to provide a secure location for College-owned equipment and will not use, or allow others to use, such equipment for purposes other than College business. The College is responsible for maintaining, repairing, and replacing College-owned equipment issued to Employees. In the event of equipment malfunction, Employee must notify Employee's supervisor immediately. If repairs will take some time, the department will find alternative means to continue Employee's work including, but not limited to, asking Employee to report in-person to the main office until the equipment is usable.
20. Employee agrees to promptly report any device, whether College or-owned personally owned, used for College District business under this Agreement that is lost, stolen, accessed by unauthorized persons, or otherwise compromised in order to allow the College to assess the risk, and if necessary, as determined at the College's sole discretion, remotely wipe all College content from the device. If the College does not already have access to the device, Employee agrees to promptly provide the College with access to the device when such access is requested or required by the College for a legitimate business purpose, including in the event of a security incident or investigation.
21. Employee agrees to comply with and abide by all applicable local, state and federal laws, as well as College policies, procedures, and regulations, including but not limited to the College's computer use policies, policies relating to confidentiality, intellectual property, employee standards of conduct and those prohibiting harassment, discrimination, retaliation and sexual misconduct.
22. All equipment, records, and materials provided by the College shall remain College property.
23. Employee will implement good information security practices in the remote work site setting and will check with his/her supervisor when security matters arise.
24. In addition to the requirements of the College's computer use policies, which apply to the use of all College computing resources, Employee agrees not to print, backup or otherwise store College District content locally (e.g. on desktop) on a personally-owned device or at the remote work site without the College's consent. Any such printouts, backups or other stored copies of content intentionally or inadvertently created must be destroyed or deleted immediately.
25. Notwithstanding any College policies or procedures to the contrary, the College shall not pay for the following expenses nor will it reimburse for any expenses incurred under this Agreement:
  - Maintenance or repairs of privately-owned equipment;
  - Utility costs associated with the use of the computer or occupation of the remote working location, including but not limited to electricity, cell phone/long-distance charges or internet service;
  - Equipment supplies (these should be requisitioned through the department); and,
  - Travel expenses associated with commuting to and from the central office (unless authorized by applicable College policies and procedures).
26. The College retains the right to modify, suspend, or end this Remote Work Agreement for any reason including, but not limited to, an Employee request supported by the supervisor, as a result of business necessity, a change in operational need, or if the Employee fails to fulfill job expectations to a satisfactory level.

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27. Employee acknowledges and agrees that this Remote Work Agreement is not an employment contract for a term; that Employee has the right to resign from College; and that College has the right to terminate Employee’s employment at will, at any time, for any or no reason, with or without cause, consistent with applicable law and applicable, College Policy.

28. Employee agrees to indemnify and hold Dallas College harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought by third parties including personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, their presence at the remote work location.

29. Employee agrees to the following additional specific expectations, if any.

*In this section, please note any additional expectations, if any, agreed upon by Employee and Employee’s supervisor related to scheduling, equipment, etc., such as particular hours of availability; particular days at central office; attendance at particular meetings; number of days of advance notice prior to being required to attend meetings at central office; use of particular equipment/tools; etc.*

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By effect of my signature below, I understand that Dallas College is under no obligation to approve a request or proposal for a Remote Work Agreement. The decision to approve or allow Remote Work is at the discretion of my department head/supervisor/manager in collaboration with College HR. This Remote Work Agreement and any Remote Work schedules included herein are subject to ongoing review and may be modified or terminated **at any time** by College or Employee’s supervisor in accordance with this Agreement. Employee may also terminate this Remote Work Agreement at any time and for any reason. Generally, the terminating party should, but is not required to, give at least 30 days advance notice to the other party of any changing or termination of a remote work agreement. Modifications to this Remote Work Agreement must be made in writing and signed by Employee and an authorized representative of Dallas College.

Employee’s Signature & Date	
<input type="checkbox"/> <b>This proposal is approved</b> <input type="checkbox"/> <b>This proposal is denied at this time</b>	
Supervisor’s Signature & Date	
Second-Level Supervisor’s Signature & Date	
Human Resources Signature & Date	

**Upon Approval by the Second-Level Supervisor, e-mail Agreement to: DC\_HRBenefit@dcccd.edu**