

TELECOMMUTING AGREEMENT (ADA Accommodation Version)□

? This agreement is to be used ONLY for ADA qualified employees who, because of their disability, are UNABLE to report to and/or work at the designated headquarters.

? The Reasonable Accommodation Review Committee must review all ADA accommodations that cost \$1000 or more (see Human Resources Manual).

This Agreement, effective the _____ day of _____, _____, by and between _____ (Employee), and the _____ (Agency/Company), acting by and through _____, the Employee's duly authorized supervisor (Supervisor), establishes the respective obligations of the parties under the Agency's/Company's telecommuting program. Employee has volunteered to work as a "telecommuter" at a location other than the designated headquarters. This location is described in the Telecommuter's Assignment (Attachment A); it is attached hereto and made a part hereof for all purposes.

This agreement is not an employment contract or a guarantee of employment and is not to be construed as such. The Agency/Company is an "at will" employer. The unenforceability of any provision of this agreement shall not affect the remainder of the agreement.

Both parties will abide by the Agency's/Company's *Human Resources Manual* and any changes thereto. In case of a conflict between the manual and this agreement, the manual will control.

Termination of an Employee's participation in the telecommuting program is not, by itself, grounds for a complaint or subject to appeal.

Work Location

The terms "remote work location" or "remote workplace" shall mean Employee's home or any satellite office location approved by Employee's supervisor. The term "designated headquarters" shall mean Employee's usual and customary Agency/Company work address.

The Agency/Company must approve the site chosen as Employee's remote workplace. A layout of the proposed remote workspace, furniture, equipment, and electrical outlets will be submitted to the Agency/Company for approval and attached to this agreement. Employee agrees that the Agency/Company may make on-site visits to the remote workplace during the telecommuter's work hours. Any visits shall be made at a mutually agreeable time for the purposes of picking up or delivering work, equipment, or materials, evaluating the telecommuting arrangement, or checking or maintaining Agency/Company-owned equipment.

Supplies and Equipment

The Agency/Company may, at its sole discretion, choose to purchase equipment and related supplies for use by Employee or may permit the use of Employee-owned equipment. Costs of supplies purchased by Employee shall not be reimbursed without prior approval.

The decision as to the type, nature, function, and/or quality of electronic hardware, computer software, data and telecommunications equipment (e.g., telephone lines) shall rest entirely with the Agency/Company. The decision to remove or discontinue use of such equipment, data, and/or software shall rest entirely with the Agency/Company.

Employee shall use only approved communication software when connecting with the Agency's/Company's network.

Equipment, software, and supplies provided by the Agency/Company for use at the remote workplace should be limited to use by authorized persons for purposes related to official Agency/Company business, including self-developmental training and tasks sponsored by the Agency/Company.

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

In the event of equipment failure or malfunction, Employee shall immediately notify the Agency/Company so that the equipment may be repaired or replaced as necessary. In the event of delay in repair or replacement, or any other circumstance under which it would be impossible or impractical for Employee to telecommute, Employee may be assigned other work and/or assigned to another location, at the Agency's/Company's sole discretion.

In the event that legal action is required to regain possession of property owned by the Agency/Company, Employee shall pay all costs incurred by the Agency/Company, including attorney's fees, should the Agency/Company prevail.

Work Hours and Compensation

Employee's supervisor shall approve Employee's time and work accomplished at the remote workplace.

Schedule changes may be made at the supervisor's discretion. In every case, the operational needs of the Agency shall take precedence over telecommuting.

Compensatory time must be approved in advance in accordance with Agency/Company policy.

Work hours, overtime compensation, and vacation schedules shall conform to existing policies and procedures and the terms of this Agreement. Employee's salary, retirement, benefits, and state-sponsored insurance plans remain unchanged.

Safety and Liability

Employee's and Agency's/Company's liability and obligations shall be governed by the Texas Tort Claims Act, V.T.C.A. Civil Practice and Remedies Code §101.001, et seq.

The Agency/Company does not assume liability for loss, damage, or wear of Employee-owned equipment. Employee is responsible for proper operation of Agency/Company equipment and shall be liable for any damage or loss caused by Employee's intentional wrongful or negligent act.

Employee is not required to insure Agency-owned property; however, any loss of Agency property that is paid by Employee's homeowner's policy will be reimbursed to the Agency.

Employee shall designate a workspace within the remote workplace and shall maintain this workspace in a safe condition, free from hazards, and other dangers to Employee and equipment.

Employee shall maintain the same environment in the remote workspace as he or she would at the designated headquarters. Employees are subject to the same Agency/Company policies and procedures regardless of work location.

Furniture, lighting, environmental protection, and household safety equipment incidental to use of Agency equipment, software, and supplies shall be appropriate for their intended use and shall be used and maintained in a safe condition, free from defects and hazards.

Employee shall notify supervisor immediately in case of injury.

Employee Duties and Obligations

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 Employee's actions.

Employee shall comply with all applicable laws, policies, and instructions regarding conflicts of interest and confidentiality.

Employee shall participate in all before, during and after telecommuting surveys, legislative inquiries, reports or analyses relating to telecommuting for the Agency/Company. Inquiries will be governed by the Texas Open Records Act. Employee shall comply with all Agency/Company rules, policies, practices, instructions, telecommuting guidelines, and this Agreement. Employee understands that violation of such may result in disciplinary action, up to and including termination of employment.

Revision or Termination of Agreement

The terms of this agreement will be reviewed and revised as necessary by Employee's supervisor at each job performance evaluation.

Upon termination of this Agreement by either party, Employee shall return to the Agency/Company all notes, data, reference materials, sketches, drawings, memoranda, reports, records, equipment, supplies, and all other Agency/Company documents in Employee's possession or control.

The Telecommuter's Assignment (Attachment A) shall become an attachment to this agreement.

I affirm by my signature below that I have read this agreement and understand its subject matter.

Employee's Signature **Date**

Supervisor's Signature **Date**

Division Director's Signature **Date**