

Lane Education Service District Administrative Rule

Code: **GCJA/GDJA-AR**
Adopted: 3/20/01
Readopted: 10/25/05

Telecommuting

Telecommuting may not be an appropriate option for every employee or every job. Telecommuting may work well where the employee has demonstrated he/she can work independently and where the nature of the work does not require frequent meetings with co-workers or on-site production activities. Before a telecommuting agreement is developed, the manager should carefully evaluate the nature of the work to be performed, determine the working style of the employee, decide if the employee has the attributes and demonstrated work habits that would allow for a successful telecommuting experience.

This work option may require support from other departments within the agency. Approval requires an analysis of the impact on the agency as a whole, including: a list of employee's technical and nontechnical support requirements, anticipated increases in workload and costs relative to set up and ongoing maintenance of the worksite, required capital expenditures, annual maintenance fees, in-house space requirements (in addition to alternative worksite), and agreements on problem resolution procedures related to any of the above.

Expectations

The district and the employee must conform to mutually agreed upon expectations for telecommuting to be a positive work experience.

1. Employee salary, status, position description, benefits and employer-sponsored insurance coverage will remain the same during a telecommuting assignment.
2. Professionalism, in terms of job responsibilities, work ethic, work products and customer/public contact will continue to follow the same standards as currently expected from all employees.
3. The amount of time the employee is required to work will not change due to telecommuting.
4. The employee needs to be phone-accessible to the manager, co-workers and customers during the telecommuting day.
5. The employee needs to be available on telecommuting days to attend unexpected meetings or provide other services on-site, if required by management.
6. Telecommuting may be suspended for a period of time based on the nature of work or project the employee may be involved in, with 24-hour advance notice.
7. Telecommuting is not a substitute for childcare. Appropriate childcare arrangements should be maintained on telecommuting days.

Workspace

Efficient and productive work requires an established organized work area.

1. A designated workspace must be maintained by the employee that is free of distractions and interruptions.
2. Since the employee's workspace will be considered an extension of the agency workspace, the district's liability for job-related accidents will continue to exist during the agreed-upon work schedule. It is management's responsibility to review the designated workspace for adequacy prior to making the assignment.
3. As liability will extend to accidents which may occur at the telecommuting work location, the district and/or workers' compensation carrier retains the right to make on-site inspections of this work area to ensure safe working conditions exist.
4. The employee's home office is usually not an automatic tax deduction. Employees are advised to check with a tax consultant.

Work Schedule

1. An agreed-upon schedule of telecommuting workdays and hours will be maintained. On a telecommuting day, normally eight hours of work will take place. Flexibility will be permitted as needed for meeting attendance, unexpected need to return to office, etc. The specific work schedule will be stated in the telecommuting agreement.
2. Telecommuting will normally take place on a part-time basis only (usually one to three days per week).
3. Overtime will not be worked except with explicit case-by-case approval by the immediate manager.

Computer, Software, Supplies and Support

1. Standard office supplies (i.e., pens, paper, pencils, etc.) needed to complete work at the alternative location will be provided by the department.
2. The employee will provide furniture for home offices, such as a desk, chair, bookshelf, etc.
3. Employees may, at the discretion of district, be provided with equipment (i.e., computer, modem, printer, etc.) as specified in the "Telecommuting Agreement" and based on business need. Such equipment will remain the property of Lane ESD and shall not be used for personal business.

4. Employees using Lane ESD software must adhere to the manufacturer's licensing agreements. If the employee uses personally owned software at the alternative work location, the software must conform to ISB standards.
5. Repair costs, liability, etc., for privately-owned equipment and furniture used during telecommuting, will be the responsibility of the owner.
6. The employee will be reimbursed by the district for long distance business telephone calls through the employee expense reimbursement process.

Other Requirements

1. Employees must agree to sign and abide by a Telecommuter Agreement between the employee and his/her manager (model agreement attached).

Initial application for telecommuting must be submitted by March 1, for implementation the following school year. Implementation of telecommuting applications received and approved after this date will be based on timeline recommendations prepared by the facilities and technology managers for the service area director.

2. Telecommuting is voluntary and may be terminated at any time without prejudice by either party.
3. For each telecommuting agreement, the manager will perform a semi-annual evaluation during the first year of the agreement; and thereafter, an annual evaluation will be performed. The evaluation will address the costs incurred by the district versus any additional productivity gains as a result of telecommuting. Productivity should at least equal to, or exceed, office productivity.
4. Travel between the employee's home and office shall not be reimbursed even if it occurs on a work at home day.

TELECOMMUTING AGREEMENT

The following conditions for telecommuting are agreed upon as set forth in Lane ESD Telecommuting Policy GCJA/GDJA and Administrative Rule GCJA/GDJA-AR. Please attach additional pages as necessary.

1. The employee agrees to work at the following alternate location.
Address: _____
Telephone: _____
2. The employee's telecommuting workdays and hours will be:
Note: An eight-hour day or the standard length of working day for the employee is required.
3. The following are typical assignments to be worked on by the employee at the alternate work location (i.e., writing/editing, reading, research, field visits, correspondence, word processing, etc.):
4. The following equipment will be used by the employee in the alternate work location: (Please specify whether equipment is agency or employee owned. Include inventory numbers of agency-owned equipment.)
5. The telecommuting arrangement must be mutually agreed upon by Lane ESD and employee. It is not a universal employee benefit. An employee's participation in the telecommuting program is voluntary. The employee, or his/her manager, may terminate this agreement at any time.
6. While telecommuting, employee shall be reachable via telephone. Employees must notify the office if they leave their telecommuting location, much like they would sign out when leaving the office during the workday.
7. Travel between the employee's home and Lane ESD shall not be reimbursed even if it occurs on a work at home day.
8. Other conditions:

I have read and agree to abide by this telecommuting agreement.

Employee

Date

Manager

Date

Reviewed by Human Resources

Date