Work From Home (WFH) Agreement

Licensed and Administrative Staff

North Clackamas Schools

PURPOSE

WFH allows licensed, classified, administrative and confidential/non-represented employees to work temporarily from home for all or part of their work week. In response to the coronavirus pandemic, North Clackamas Schools (district) considers WFH to be a temporary yet viable and flexible work option when both the employee and the position they hold are suited to such an arrangement. Should our instructional delivery model change, the employee does not need to complete a new agreement. WFH may be appropriate for some employees and positions but not for others. WFH does not change the terms and conditions of employment with the district, and as applicable, collective bargaining rights.

ELIGIBILITY

To be considered for a WFH arrangement, employees must have:

- A satisfactory performance record as already shared with the employee and HR and
- Perform non-location specific job responsibilities requiring minimal supervision deemed appropriate for a WFH arrangement.

When/if the District is in a comprehensive distance learning model, the two requirements above may need to be waived for some positions.

GENERAL WORK ARRANGEMENTS

This document specifies the terms and conditions of the Work From Home Agreement between you and the district, for the work performed at home. The ending date of this agreement may change based on shifts to the instructional delivery model and other circumstances. This agreement may be reviewed periodically. In discussion with the employee, this agreement may be modified or canceled at any time by the district.

1. The following conditions apply:

- Employee's schedule is established with the supervisor. This schedule is to remain consistent and not altered unless agreed upon with the employee's supervisor.
- When taking leave, the employee agrees to follow all normal absence reporting and approval processes using the absence management system.
- Employee's regular WFH phone number and home location is to be shared with the employee's supervisor.
- The employee is expected to work their full FTE during the work week, whether at home or at the district worksite, or some combination of both.
- The employee is required to communicate to their supervisor WFH contact information (phone number and address).
- Working with the employee, the supervisor establishes the daily start and end times. These scheduled hours must not impact the goals of the school or department and, when applicable, the student schedule.

- Providing childcare, care to dependents or family members, must not have a significant impact on the employee's ability to complete all tasks and scheduled work time.

2. The employee's duties and responsibilities:

a. Will remain the same as when working at the regular district worksite; OR

b. If different than what the employee would normally perform, these must be approved by the supervisor.

3. Effective communication is essential for this arrangement to be successful. The employee agrees to remain accessible during designated work hours. The following methods and times of communicating are agreed upon: [contact methods, individuals, required frequency of communication, etc.].

4. While WFH, the employee will:

- Remain accessible during WFH work schedule;
- As applicable, adhere to collective bargaining rules covering length of workday, overtime, comp. time, flex time, rest breaks and lunch breaks;
- Check-in as needed with supervisor to discuss work status and open issues;
- Be available for teleconferences, scheduled on an as-needed basis within the employee's workday or as compensated appropriately;
- Be available to come into the district worksite if a need arises.

5. The employee and supervisor acknowledge that this agreement may be evaluated on an ongoing basis to ensure that the employee's work quality, efficiency, and productivity are not compromised by the WFH arrangement described herein. With warning and as appropriate, the district reserves the right to terminate the agreement and revoke this privilege at its discretion.

POLICIES AND PROCEDURES

1. All district worksite expectations and conditions of employment apply to WFH arrangements. Examples include:

a. Employee Handbook.

b. School board policies.

c. Collective bargaining and other work agreements.

d. Evaluation standards and processes

e. Employee's position description

2. All employees must track and record their hours worked in the same manner required as when working at the regular worksite.

3. The employee agrees to and understands that all obligations, responsibilities, terms, and conditions of employment with the district remain unchanged, except those obligations and responsibilities specifically addressed in this agreement. The employee understands and agrees that the district may impose appropriate restrictions that would apply at the employee's regular worksite to the home worksite. For example, the employee agrees not to consume alcohol while doing work at home or to be under the influence of intoxicants while working at home.

SAFETY, EQUIPMENT, AND INFORMATION SECURITY

The employee agrees to maintain a work area that is ergonomically safe and free of obstructions and hazardous situations. For additional information, please see Ergonomic Guidance on Home Workstations. For additional assistance, please contact the Risk Management Department at risk@nclack.k12.or.us.

1. The following conditions apply:

- The employee is responsible for providing a workspace, telephone (or GoogleVoice), and Internet capabilities at home and will not be reimbursed by the district for these or related expenses.
- The employee agrees to protect district owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. The precautions described in this agreement apply regardless of the storage media on which information is maintained, the locations where the information is stored, the systems used to process the information, or the process in which the information is stored.
- The employee agrees to use a password to secure computer information so no one in the home except the employee can access work-related information. The employee also agrees to prevent information to be viewable for periods of time when the employee is not using the computer.
- The employee agrees to hold work related conversations in such a way as to maintain confidentiality of student and employee information as required by board policy and law.
- The employee agrees to report to the employee's supervisor any incidents of loss, damage or unauthorized access at the earliest reasonable opportunity.
- The employee understands that all equipment, records, and all materials provided by the district shall remain the property of the district.
- The employee agrees to report work-related injuries to the supervisor at the earliest reasonable opportunity.

2. The district shall provide support if there are any technology problems that will prevent the employee from doing their job. For assistance, please go to the Technology Help Desk.

3. Employee agrees to return district owned equipment, records, and materials within three (3) days of termination of this agreement or termination of employment. Within three (3) days of notice, written or otherwise, the employee must return district owned equipment for inspection, repair, replacement, or repossession.

4. The employee agrees to indemnify, defend, and hold the harmless for all injuries to third persons occurring in the employee's home.

EMPLOYEE AND SUPERVISOR ACKNOWLEDGEMENT

I acknowledge that I have read and understand the contents of this Work From Home Agreement and will act in accordance with its expectations as a condition of my employment with the district. I understand that if I have questions or concerns at any time about this agreement, that I will immediately contact my supervisor.