

## **The Main Street Academy Temporary Telecommuting Agreement**

The Main Street Academy Board of Directors has decided to provide a work from home option for all The Main Street Academy (“TMSA”) employees to work remotely for the beginning of the 2020-2021 school year.

This Temporary Telecommuting Agreement (hereinafter “Agreement”) supplements and is in addition to any written contract of employment that employee in existence and addresses the conditions of expectations of employee while temporarily working remotely from home or from some other alternate location as The Main Street Academy endeavors to implement precautionary measures for workplace safety with minimal school interruptions, for the purpose of, but not limited to, COVID-19 precautionary measures. This Agreement provides the flexibility needed to adjust to any changing circumstances, including, but not limited the current global health pandemic. This Agreement is an addendum for any 2020-2021 employment contract or work agreement and must be signed and approved by the employee’s supervisor to authorize employee telecommuting. If the supervisor determines the telecommuting arrangement needs to be changed a new Telecommuting Agreement will be issued and signed, as may be determined in TMSA’ sole and absolute discretion.

This Agreement does not change the essential functions and responsibilities of the employee’s position; instead this Agreement modifies only the location where the essential functions and responsibilities are performed. This Agreement may be rescinded or revoked at any time by TMSA, as may be determined in its sole and absolute discretion. Nothing in this Agreement is intended to create a property interest in or expectation of continued employment with TMSA.

### **I. General Work Arrangement**

1. This agreement is between The Main Street Academy (“TMSA”) and \_\_\_\_\_ (“Employee”) to establish the terms and conditions for temporarily performing work during the “Employees” regularly scheduled work dates and time.
2. This Agreement begins on \_\_\_\_\_ (date). You understand that this Agreement is a temporary measure only, and your terms of telecommuting will be reviewed continuously during the period TMSA implements telecommuting as a measure intended to minimize the spread of the coronavirus. Accordingly, TMSA may alter this schedule or end the Temporary Telecommuting Agreement at any time at its sole and absolute discretion.
3. This Agreement will remain in effect unless altered, modified, or terminated at any time in the sole and absolute discretion of TMSA.
4. The following conditions apply:
  - i. Employees are to work all of the dates listed on his/her position’s Workday Calendars
  - ii. Daily Schedule - Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_ Lunch Break: \_\_\_\_\_
  - iii. Employee’s regular telecommuting phone number is \_\_\_\_\_
5. While working telecommuting, employee will:
  - i. remain accessible during telecommuting schedule by email, phone, or virtual meeting;
  - ii. check in with the supervisor to discuss status and open issues;
  - iii. be available for video/teleconferences, schedule on an as-needed basis;
  - iv. if deemed necessary, be available to physically attend scheduled work meetings as requested or required by the supervisor. Social distancing and face coverings will be observed during any in person meetings;

- v. request supervisor approval to use personal/sick/vacation leave in the same manner as when working at the Employee's regular work location;
  - vi. respond to any work-related tasks or assignments, including but not limited to reporting to work or to TMSA's central offices, when instructed or called upon by employee's supervisor or by TMSA administration.
6. Employee's duties, obligations, responsibilities, and conditions of employment with TMSA will remain unchanged except those obligations and responsibilities specifically addressed in this Agreement. Job responsibilities, standards of performance, and performance appraisals remain the same as when working at the regular TMSA work site. The supervisor reserves the right to assign work and additional tasks and assignments as necessary at any work site or work need, in TMSA's sole and absolute discretion.
7. Employee will continue to clock in and out each workday. The time clock can be accessed by Employees computer or smartphone.
8. Employee will conduct all virtual interactions (meetings/instruction sessions) in a professional manner. Professional manner includes but not limited to:
- i. Attire – Employee should be dressed as they would to interact with students, families, and colleagues face to face.
  - ii. Employee will have their video feed on while engaging in virtual meetings and instruction sessions, unless Employee is actively "sharing" their screen.
  - iii. If Employee is a teacher and sharing their screen for instruction sessions – Employee will begin and end each instruction session with the video on the Employee.
  - iv. Employee should make all possible arrangements to prevent distractions during virtual meetings and instruction.
9. The parties acknowledge that this Agreement may be evaluated on an ongoing basis to ensure that Employee's work quality, efficiency, and productivity are not compromised by the telecommuting arrangement described herein.
10. Employee acknowledges that if his/her supervisor deems that the temporary telecommuting or the telecommuting arrangement described in this Agreement is not working effectively or as expected, TMSA may at any time adjust or terminate this Agreement, with or without cause, in TMSA's sole and absolute discretion. Management will strive to provide at least 24 hours' advance notice of any changes or modifications to this Agreement or to your work responsibilities.

## **II. Safety and Information Security**

1. Employee agrees to maintain a safe, secure, and ergonomic work environment and to report work-related injuries to Employee's supervisor at the earliest reasonable opportunity. Employee agrees to hold TMSA harmless for injury to others at the alternate work site. Regarding space and equipment purchase, set-up, and maintenance for telecommuting purposes:
- i. Employee is responsible for providing space, telephone, and Internet capabilities at the telecommute location, and shall not be reimbursed by the employer for these or related expenses. Internet access must be via DSL, Cable Modem, or an equivalent bandwidth network.
  - ii. Employee agrees to protect TMSA 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 by which the information is stored.

- iii. Employee agrees to report to Employee's supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.
  - iv. Employee understands that all equipment, records, and materials provided by TMSA shall remain the property of TMSA.
  - v. If a work-related injury occurs during telecommuting hours, Employee shall immediately report the injury to the supervisor and also Human Resources. The employee, supervisor, and TMSA must follow the TMSA procedures regarding the reporting of injuries for employees injured while at work.
2. Employee understands and agrees that Employee's personal vehicle may not be used for any TMSA business or TMSA' business pursuits.
  3. Employee agrees that TMSA is not responsible for any loss or damage to Employee's personal or real property, including any structures attached thereto.
  4. Employee agrees to return TMSA owned equipment, records, and materials within two (2) business days of termination of this agreement. Within two (2) business days of email or other written notice, Employee must return TMSA owned equipment for inspection, repair, replacement, or repossession.

### **III. Responsibilities of the Telecommuter:**

1. The employee telecommuter must submit his or her hours worked and must request vacation and sick leave as defined by the management and TMSA' policies and procedures. The employee is responsible for notifying the supervisor if there is a need to take sick or annual leave.
2. The telecommuter agrees to assume complete responsibility for safeguarding all TMSA-owned equipment to include computer hardware/software, transcription equipment, etc., which is provided for the work site.
3. The telecommuter agrees not to allow and is responsible for safeguarding against use of any TMSA - owned equipment by non -TMSA employees or other unauthorized individuals. The telecommuter agrees not to use or allow use of any TMSA-owned equipment, to include computer hardware/software, transcription equipment, etc., for non-TMSA use. Non-TMSA use includes employees or persons holding non-TMSA jobs, independent contractor work, etc. The employee agrees to pay for repairs caused by external factors not work related.
4. The employee is responsible for maintaining confidentiality and security at the alternate workplace, as the employee would at the primary workplace. The employee must protect the security and integrity of data, information, paper files, student information, and access to TMSA' computer systems.
5. The telecommuter employee must, as a pre-condition to working at an alternative site, set up an appropriate, dedicated work environment.
6. The telecommuter must sign the "Temporary Telecommuting Agreement."
7. The employee understands and agrees that all of TMSA' policies and procedures still apply to the employee telecommuter and are subject to change by TMSA without notice and in TMSA' sole and absolute discretion.

***\*Telecommuting Signature\****

I understand this telecommuting assignment/agreement does not alter employee's "at-will" employment status. I understand this work arrangement does not in any way release me from adherence with the TMSA and the Board of Director's policies or procedures, and that I remain an at-will employee. I also understand the telecommuting work assignment can be terminated at any time without notice. I certify that I have read, understand, and agree to comply with the terms/conditions of TMSA and the specific terms/conditions of this assignment set forth above. A failure to adhere to this Agreement or a failure to perform the essential functions of your job up to TMSA' standards and expectations may lead to disciplinary action, including up to immediate termination.

**I hereby affirm by my signature that I have read this Temporary Telecommuting Agreement and understand and agree to all of its provisions.**

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Employee's Signature

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Date

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Supervisor's Signature

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Date