

PILOT TELECOMMUTE PROGRAM AGREEMENT (PTPA)

EMPLOYEE:

Legal Name (Last, First)	Department/Division	Work Phone Number	Work Email Address

SUPERVISOR:

Legal Name (Last, First)	Department/Division	Work Phone Number	Work Email Address

PROPOSED WORK SCHEDULE

- Fixed Schedule
- Ad Hoc Schedule – Start Date: _____ End Date: _____

Day of the Week	On Campus/ Remote	Start Time - End Time <i>(Ex: 8:00 am - 4:30 pm)</i>	Lunch <i>(Ex: 30 mins or 12-12:30 pm)</i>	# of Leave Hours ¹	# Work Hours ²
Monday	<input type="checkbox"/> On Campus				
	<input type="checkbox"/> Remote				
Tuesday	<input type="checkbox"/> On Campus				
	<input type="checkbox"/> Remote				
Wednesday	<input type="checkbox"/> On Campus				
	<input type="checkbox"/> Remote				
Thursday	<input type="checkbox"/> On Campus				
	<input type="checkbox"/> Remote				
Friday	<input type="checkbox"/> Campus				
	<input type="checkbox"/> Remote				
Saturday	<input type="checkbox"/> On Campus				
	<input type="checkbox"/> Remote				
Sunday	<input type="checkbox"/> On Campus				
	<input type="checkbox"/> Remote				

Total Weekly Work Hours:

Additional Employee Comments:

¹ Employee must submit a [Request for Leave form](#) for accrued vacation, comp time, or personal business to supplement PTPA.
² Employee is prohibited from working additional hours outside of their PTPA and is expressly prohibited from working overtime without prior approval from their supervisor.

ACCOMMODATIONS

If employee is currently receiving approved accommodations from the District, please note accommodations.

WORKING REMOTELY

Physical remote work location: Home Other

Street Address	City	State	Zip Code

Phone Number	Cell Phone Number	Alternate Email Address

Describe primary tasks to be performed while working remotely, including adjustments for meetings and customer service:

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Remote Worksite Internet Connection:

Does employee have broadband-wired access to the internet? Yes No

Service Provider: Comcast Cable AT&T DSL Other: _____

Please select one:

I am requesting remote access for the first time. NVC computer name**: _____

**Name of the primary on-campus workstation computer the employee will be connecting to remotely, not the name of the laptop employee will be using remotely.

I currently have remote access.

I am not requesting remote access at this time.

Employee-Provided Equipment: Employee-owned computers and other equipment must comply with all provisions of the District's Policy and procedures on Computer and Network Use: [BP 3720](#) / [AP 3720](#)

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Request for District Supplies: (Supplies provided based on availability.) Please complete this section if employee is requesting to work remotely for the first time or needs additional supplies.

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ACKNOWLEDGEMENT AND APPROVALS

Employee:

- ✓ I agree to the terms and conditions of the PTPA.
- ✓ I confirm that I have read, understood and will comply with all Board Policies and Administrative Procedures in connection with the PTPA, including, but not limited to: [BP 2715](#) – Code of Ethics; [BP 3720/AP 3720](#) – Computer and Network Use; [BP 6520/AP 6520](#) – Security for District Property
- ✓ I understand failure to comply with the terms of this PTPA may result in termination of the PTPA, disciplinary action up to and including termination or employment, or both.

Employee Signature: _____

Date: _____

Supervisor:

- I agree to the terms and conditions of the PTPA and approve the employee's work schedule.
- I agree to the terms and conditions of the PTPA and approve the employee's work schedule with the following modifications:

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Supervisor Signature: _____

Date: _____

PILOT TELECOMMUTE PROGRAM AGREEMENT (PTPA) Terms and Conditions

The following constitutes the terms and conditions of telecommuting between Napa Valley Community College District, hereinafter referred to as the District, and the designated employee.

Confidentiality/Security:

The employee will:

1. Be expected to abide by all District and departmental policies and procedures, rules and regulations, and Collective Bargaining Agreements. All existing duties, obligations, responsibilities, and conditions of employment remain unchanged.
2. Comply with federal, state, and District policies and procedures regarding the disclosure of public and official records. Work done at the employee's remote worksite is regarded as official District business. All records, documents, and correspondence, in written or electronic form, must be safeguarded for return to the District. Release or destruction of records should be done with the knowledge of the employee's supervisor and in accordance with applicable state and District policy and procedure. Electronic/computer files are considered District records and shall be protected as such.

Work Standards/Performance:

The employee will:

1. Comply with all federal and state laws and applicable District policies and procedures;
2. Meet with the supervisor to receive assignments; discuss how routine communication between the employee, supervisor, co-workers, and customers will be handled; and to review completed work as the supervisor deems necessary;
3. Complete all assigned work according to work procedures mutually agreed upon by the employee and the supervisor, and according to guidelines and expectations stated in the employee's performance plan;
4. Check District-related email, telephone, or other designated communication methods on a consistent basis;
5. Notify the supervisor immediately of any situation which interferes with their ability to perform the job; and
6. Maintain professionalism, productivity, performance, communication, timeliness of assignments, and responsiveness standards.

The supervisor will continue to monitor and review the employee's work performance as noted in District policies, Administrative Procedures, and Collective Bargaining Agreements.

Hours of Work/Compensation/Benefits:

The employee:

1. Agrees to apply themselves to their work during assigned work hours and to maintain at least the current productivity and quality levels;
2. Acknowledges that schedule changes may be made at the discretion of the supervisor and that the operational needs of the District shall take precedence;
3. Agrees to obtain prior approval before working overtime and understands that the supervisor will not accept unapproved overtime work;
4. Agrees to follow established unit procedures including obtaining supervisory approval in requesting and obtaining approval of leave; and
5. May not deviate from their PTPA and is required to take rest and meal breaks in full compliance with their Collective Bargaining Agreements and [Fair Labor Standards Act \(FLSA\)](#). The employee is prohibited from working additional hours outside of their PTPA and is expressly prohibited from working overtime without prior approval from their supervisor. The employee is required to notify their supervisor within one business day of any failure to take a scheduled rest or meal break, or any work performance outside of the established PTPA.

Hours of Work/Compensation/Benefits: (continued)

The supervisor:

1. Agrees that procedures are in place to document the work hours of the employee and to ensure compliance with the [Fair Labor Standards Act \(FLSA\)](#); and
2. Will discuss with the employee their status during emergencies affecting on-campus or remote work locations.

All salary rates, leave accrual rates, and travel entitlements will remain as if the employee performed all work on a standard work schedule on-campus. All authorized overtime hours will be compensated in accordance with applicable law and District policy.

Safety:

The employee:

1. Understands that they are covered by the Workers' Compensation Program, or alternate plan if injured while performing official duties on campus or remote work location during assigned work hours;
2. Agrees to maintain the designated workspace within the remote work location in a safe condition, free of recognized defects and hazards and other dangers to the employee and any District equipment provided; and
3. Agrees to bring to the immediate attention of their supervisor any accident or injury occurring on campus or at the remote work location.

The supervisor will investigate all accident and injury reports immediately following notification.

Equipment/Access/Liability/Expenses:

In the event that the employee is issued District equipment, the employee agrees:

1. To protect District equipment in accordance with District policies. (The employee may be under financial liability for the loss or damage of District equipment if the loss or damage results from negligence, intentional act, or failure to exercise reasonable care, safeguarding, maintenance, or service of this equipment.);
2. That District-owned equipment shall be serviced and maintained by the District or a District-approved vendor. Using a private vendor may subject the employee to disciplinary action;
3. They must return promptly any District-owned equipment upon termination of the PTPA.

The employee agrees:

1. The District assumes no liability for damages to an employee's personal or real property during the course of performance of official duties or while using District equipment in the employee's remote work location;
2. That they are responsible for service and maintenance of their personal equipment;
3. The District assumes no liability or responsibility for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of the employee's remote work location;
4. To obtain approval from their supervisor prior to purchasing any item (out-of-pocket expenses) for use at the remote work location;
5. If approved for remote access, the employee is required to use either a desktop or laptop.
6. If the employee will use a personal mobile device or personal desktop while working remotely, the employee must consult with their supervisor as well as the District's Institutional Technology (IT) staff to ensure appropriate set up of the personal device(s). The employee is prohibited from tampering with any software, firmware or hardware provided by the District or loaded onto the their personal devices to enable them to perform District work; and
7. Regardless of whether using personal or District-owned devices for District work while working remotely, the employee is responsible at all times for the access, use and security of those devices. Employee must NOT download any privacy data related to students or employees from Colleague or any other District data system. Employee must be sure to connect mobile devices from a secured network (one that requires a username and password). Employee must take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access while working remotely. The employee agrees to close or secure all connections to District desktop or system resources (i.e. remote desktop, MyNVC, etc.) when not conducting work for the District. Approval to use non-District issued mobile devices can be revoked at any time.

Termination of Agreement:

1. The employee may request to terminate participation in a PTPA by submitting a written request. The employee will attempt to provide at least 48 hours' advance notice of any changes to the PTPA.
2. The supervisor may terminate the employee's participation in a PTPA at any time. Employees may be withdrawn for reasons to include, but not limited to, declining performance, resources, or change in the declared emergency. The supervisor will attempt to provide at least 48 hours' advance notice of any changes to PTPA.