



Telecommuting Agreement

This agreement is between an employee (“employee”) and the employee’s supervisor (“supervisor”) for telecommuting (routinely performing work at a site other than the employee’s primary work location). This document is neither an employment contract nor an amendment to an existing employment contract, and it does not alter the conditions of employment or the status of the employee. A supervisor may not require an employee to telecommute, and no employee has a “right” to telecommute. The employee has the option of consulting with his/her own attorney before entering into this agreement.

EMPLOYEE INFORMATION

Name: _____

Campus/Department: _____

Title: _____

Banner ID Number: _____

Employment status (check one): Full-Time Part-Time

Employee Classification: Classified Staff Professional Staff
Full-time Faculty Adjunct Faculty CE Faculty
Administrator

WORK LOCATION INFORMATION

Primary work location (campus/building/room #) _____

Alternate (telecommuting) work location: Physical Address _____

City/State/Zip Code _____

Employee residence? Yes No

Alternate telephone number(s): Land Line _____ Cell Phone _____



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Reason for telecommuting assignment [must be in accordance with Alamo Colleges Policy D.2.6 Telecommuting/Telework and Procedure D.2.6.1 Telecommuting Procedure and Texas Education Code §51.992]

Telecommuting period:

(Telecommuting/Telework may only be authorized for up to one semester at a time (Fall, Spring or Summer). Longer terms may be established for approved FMLA or ADA accommodations.)

Start date ___/___/___

End date ___/___/___

EQUIPMENT

Employees are responsible for safeguarding all property entrusted to them, including but not limited to equipment, supplies, data, files, and work products. This includes protecting such property from theft, damage, loss, and unauthorized use or access. Employees must report any malfunction, theft, damage, loss, or unauthorized use or access to their supervisor immediately.

The employee is responsible for the maintenance and condition of all privately owned equipment and other privately owned property.

The employee will return ALAMO COLLEGES equipment and other property (including data files and other electronic records) within three business days of notification by the supervisor, termination of this agreement, or termination of the employment relationship, whichever comes first.

The employee and supervisor will complete the *Inventory of Equipment* form and attach the form to this agreement.

If no ALAMO COLLEGES equipment will be issued, initial the box below:

<p>No ALAMO COLLEGES equipment will be issued for the alternate work location. Employee's Initials _____</p>
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TELECOMMUTING SCHEDULE

Day	Primary Work Location Hrs	Alternate work Location Hrs	Lunch
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

Describe how the employee will maintain communication with the supervisor and others during telecommuting work hours (how often email will be checked, email and message response time, answering telephone, etc.)

Describe in detail how work hours will be tracked and recorded.



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Describe how will work quality and quantity be evaluated? What means will be used to determine whether the telecommuting agreement is working successfully for the department?

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

1. The supervisor may request that the employee come to the primary work location on a day or at a time that has been scheduled for work at the alternate work location. Supervisors should try to minimize these unplanned events, but the employee agrees to come to the primary work location when requested, subject to the specific terms of this Agreement. In such cases the employee is not entitled to reimbursement for mileage to report to the primary work location.
2. The duties, obligations, responsibilities, and conditions of the employee's employment remain unchanged.
3. Work hours, use of sick leave, and approval for vacation and other leave will be in compliance with ALAMO COLLEGES policies and procedures.
4. The employee will maintain a safe and secure work environment. Upon 24 hours' notice, the employee will allow the ALAMO COLLEGES access to the alternate work location to assess safety and security. The employee is responsible for observing any zoning ordinances applicable to the alternate work location.
5. The employee will report work-related injuries, incurred during agreed-upon work hours while performing work-related duties, to the supervisor at the earliest reasonable opportunity. The employee agrees to hold the ALAMO COLLEGES harmless for injury to others at the alternate work location.
6. The employee will use ALAMO COLLEGES resources for ALAMO COLLEGES business only.
7. The employee will not download any ALAMO COLLEGES data or information onto any computer outside of the employee's primary work location. To the extent possible, the employee will save work performed during telecommuting on an ALAMO COLLEGES server. To the extent this is not possible, the employee will save the work on a flash drive, CD or other external storage device



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and keep the device in a locked location after work hours.

8. The employee will ensure that the alternate work location is quiet and free from distractions during work hours.
9. Business meetings with third parties will be conducted at the primary work location unless approved in advance by the supervisor on a case-by-case basis.
10. Long distance phones calls and faxes will be handled according to departmental policy and the directives of the supervisor.
11. A full-time nonexempt employee must limit work hours to 40 hours per week. A part-time employee must limit work hours to 19 hours per week.
12. The employee will follow all ALAMO COLLEGES policies, regulations, procedures and guidelines while at work at all locations.
13. Failure by the employee to comply with all terms and conditions of this agreement may result in termination of the agreement and may also result in other disciplinary action up to and including termination of employment.
14. The employee is responsible for reimbursement to the ALAMO COLLEGES for theft, loss, damage or destruction of ALAMO COLLEGES property at the alternate work location. Repair and/or replacement costs and liability for privately owned equipment, furniture and other property used during telecommuting are the responsibility of the employee.
15. The employee will not perform personal business during agreed-upon work hours.
16. The ALAMO COLLEGES is not responsible for theft, loss, damage or destruction of the employee's property that may result from participation in this agreement.
17. The employee is advised to contact his/her insurance agent and tax consultant for information regarding home work locations and coverage for equipment that is damaged, destroyed, lost or stolen.
18. The ALAMO COLLEGES is not responsible for operating costs, home maintenance, property or liability insurance, or other expenses associated with the use of the employee's residence.
19. The employee agrees not to duplicate ACC-owned software, and to comply with all copyright and intellectual property laws, policies, regulations, and guidelines.
20. The employee must ensure that computers used for ALAMO COLLEGES business are plugged into a surge protector, and the employee must maintain current virus protection for all computers used for ALAMO COLLEGES business.



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21. The employee remains liable for injury to third persons and/or member of employee's family incurred at the employee's residence.
22. If a telecommuting employee is sick, the employee shall notify the supervisor in the same manner as required of the employee when working at the primary work location. The employee shall report hours used for sick leave on the appropriate form.
23. On a non-telecommuting day (including but not limited to primary work location closure due to inclement weather or other emergency), the employee may not choose to work at the alternate work location and receive pay for work at the site unless supervisor approval is received in advance.
24. The employee consents to periodic visits to the alternate work location by ALAMO COLLEGES personnel to repair, inspect, or retrieve ALAMO COLLEGES property, or to inspect the alternate work location for safety or security purposes. The ALAMO COLLEGES will notify the employee at least 24 hours before such visits.
25. A completed Inventory of Equipment form must be attached to this agreement.
26. A completed Alternate Work Location Safety Checklist form and Alternate Work Location Waiver form (if applicable) must be attached to this agreement.
27. The employee agrees to defend, indemnify, and hold harmless the ALAMO COLLEGES from and against any and all claims, demands or liabilities (including any related losses, costs, expense and attendant fees resulting from, or arising out of injury to or death of third persons including but not limited to the employee's family members caused directly or indirectly by the employee's willful misconduct, negligence, or omissions relating to his/her duties and obligations under this agreement, except where such claims, demands, or liability arise from the ALAMO COLLEGES' negligence.
28. This agreement is subject to the terms and conditions of the ALAMO COLLEGES telecommuting policy D.2.6 and procedure D.2.6.1 copies of which are provided on the official Alamo Colleges Website | Board of Trustees | Board Policies. This policy and procedure supersede any agreement between the employee and supervisor for the purpose of telecommuting.
29. Telecommuting/Telework arrangements must be reviewed for (re)approval at least six weeks prior to the start of each semester. Employees should submit their requests with all required documentation no later than November 1 for Spring Semester arrangements April 1 for Summer Semester arrangements and July 1 for Fall semester arrangements.



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CANCELLATION OF AGREEMENT

The supervisor or the employee may cancel this agreement at any time. In the event of cancellation of this agreement or termination of the employment relationship, whichever comes first. The employee will return all items that are the property of the ALAMO COLLEGES to the supervisor within three business days.

OTHER TERMS AND CONDITIONS SPECIFIC TO THIS AGREEMENT:

EMPLOYEE:

I voluntarily agree to work at the alternate work location indicated in this agreement. I have read, understand, and will comply with all of the terms and conditions of this Telecommuting Agreement, with and all ALAMO COLLEGES policies, regulations, and guidelines including of Policy D.02.06 and Procedures D.02.06.01, D.06.02.02 and D.02.05.07. I acknowledge that I was given the opportunity to have this agreement reviewed by my own legal counsel before entering into it.

(Print name)

Signature

Date

Submit this agreement to your Supervisor unless telecommuting is requested for an FMLA health or ADA disability related accommodation. If an accommodation is needed, submit your request to the TOSI ADA/Benefits coordinators at dst-eerelations@alamo.edu.



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SUPERVISOR:

The above-named employee has met all of the requirements of Policy D.02.06 and Procedures D.02.06.01, D.06.02.02 and D.02.05.07. The completed Equipment Inventory form is attached to this agreement. I have reviewed this Telecommuting Agreement, and I will comply with, and hold the employee accountable for, all the terms and conditions of this Agreement, and with all Alamo Colleges policies, regulations, and guidelines.

(Print name)

Title

Signature

Date

OTHER REQUIRED APPROVALS:

Approval by the supervisors of the above-named supervisor (such as Chair, Director, Dean, VP, AVC) are required.

Signature

Date

Signature

Date

Signature

Date

PRESIDENT/VICE CHANCELLOR:

Approval by the President or Vice Chancellor is required

Signature

Date

- Attachments: Completed Inventory of Equipment form
- Completed Alternate Location Safety Checklist form

- Distribution: Original: Supervisor
- Copy: Employee

Updated: October 28, 2025