



TURTLE MOUNTAIN BAND OF CHIPPEWA INDIANS

4180 HWY 281
P.O. BOX 900
BELCOURT, ND 58316

(701) 477-2600
Fax: (701) 477-5685
Website:
www.tmchippewa.com

Telecommuting Agreement

I. General Work Arrangement

1. This is an agreement between _____ (“the department”) and _____ (“Employee”) to establish the terms and conditions for performing work at an alternate work site on a regular basis (e.g., on the same day every week, or on some routine basis).
2. This agreement begins on _____ (“date”) and continues until _____. This agreement will be reviewed at least annually. This agreement may be modified or cancelled with seven (7) calendar days written notice. The following conditions apply:
 - a. Employee’s telecommuting schedule is _____
[specify days and hours. If it varies, please include those details].
 - b. Employee’s regular telecommuting site location is _____
[location].
 - c. Employee’s regular telecommuting phone number is _____
[telephone number].
3. While telecommuting, Employee will:
 - a. remain accessible during the telecommute work schedule;
 - b. check in with the supervisor to discuss status and open issues;
 - c. be available for teleconferences, scheduled on an as-needed basis;
 - d. be available to come into the office if a business need arises;
 - e. request supervisor approval in advance of working any overtime hours (if employee is non-exempt); and
 - f. request supervisor approval to use vacation, sick, or other leave in the same manner as when working at Employee’s regular work location.
4. Employee’s duties, obligations, responsibilities, and conditions of employment with the Tribe 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 Tribe work site. The supervisor reserves the right to assign work as necessary at any work site.

5. 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.

II. Safety & Equipment; 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 the Tribe harmless for injury to others at the alternate work site. Regarding space and equipment purchase, set-up, and maintenance for telecommuting purposes:
 - a. Employee is responsible for providing space, telephone, printing, networking and/or 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.
 - b. Employee agrees to protect Tribe-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.
 - c. Employee agrees to report to Employee's supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.
 - d. Employee understands that all equipment, records, and materials provided by the Tribe shall remain the property of the Tribe.
2. Employee understands and agrees that Employee's personal vehicle may not be used for Tribe business unless specifically authorized in writing by Employee's supervisor in advance of such use.
3. With reasonable notice and at a mutually agreed upon time, the Tribe may make on-site visits to Employee's telecommute location to ensure that the designated work space is safe and free from hazards, provides adequate protection and security of Tribe property, and to maintain, repair, inspect, or retrieve Tribe property.
4. Employee agrees to return Tribe-owned equipment, records, and materials within ___ days of termination of this agreement. Within ___ days of written notice, Employee must return Tribe-owned equipment for inspection, repair, replacement, or repossession.
5. Employee understands that Employee is responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.

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

Employee

Date

Supervisor

Date

Human Resource Manager

Date

Please send this signed agreement to the HR Department for placement in Employee's personnel file. The employee and the supervisor should each keep a copy of this agreement for future reference.