



## **Telecommuting Agreement**

The following constitutes an agreement on the terms and conditions of telecommuting between: Swarthmore College & \_\_\_\_\_, henceforth referred to as “the employee”.

### **Term**

The Agreement is in effect from \_\_\_\_\_ to \_\_\_\_\_. It may be extended beyond this period if agreed to by Swarthmore College and the employee. If extended, this agreement should be reviewed and modified as necessary.

### **Policies**

The employee agrees to abide by all College policies and procedures, including Human Resources policies, information policies, and policies addressing the intellectual property rights of the College. The employee should be familiar with the following policies and guidelines:

- Telecommuting and Alternative Schedules Policy
- Computers and Email Policy
- Intellectual Property Policy
- Safety and Health Policy

### **Requirements**

If the employee will be telecommuting from a home office, the employee and manager must complete the Swarthmore Telecommuting Safety Checklist to ensure that the home office meets the guidelines of the Telecommuting Policy. The employee must allow visits by a College representative as determined by the manager. Visits may be conducted to install, maintain, or inspect equipment or to inspect the home office for suitability and safety. Two weeks advance notice will be given unless the employee agrees to shorter notice. The employee agrees to participate in studies, inquiries, and evaluations related to telecommuting. In establishing a home office, the employee is responsible for compliance with local zoning regulations or rental agreements.

### **Work Location & Hours**

The employee’s telecommuting location is: \_\_\_\_\_

The employee is approved to telecommute:

- Occasionally upon approval of manager – no regular telecommuting schedule
- On a regular telecommuting schedule

The employee is scheduled to telecommute the following days:

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday
- Sunday

The employee’s core hours on telecommuting days when they are available to manager and coworkers are:

\_\_\_\_\_

Describe any additional or alternative work arrangement: \_\_\_\_\_

An employee who works from a telecommuting site may be required to share office space.

The employee is scheduled to work from the on-campus worksite (non-telecommuting) on:

Monday    Tuesday    Wednesday    Thursday    Friday    Saturday    Sunday

The employee's core hours at the central worksite are: \_\_\_\_\_

In the event the central office is closed due to weather or other emergency, the employee is to continue working from the telecommuting location until instructed otherwise by manager.

### **Specific Job Tasks**

If telecommuting is limited to specific tasks, projects, or types of work, describe them here.

---

### **Compensation & Benefits**

Employee compensation and benefits, including vacation, sick leave, other forms of leave, and travel benefits shall not be affected by the telecommuting arrangement.

Hourly employees may not work overtime from the telecommuting location without prior approval from their manager. With such approval, overtime will be paid at the standard overtime rate. Without approval, overtime will not be paid.

Employee is responsible for tax consequences related to telecommuting.

### **Communication**

In order to maintain close communication and standards of professionalism while working from a remote location, the telecommuting employee shall:

- Notify manager, coworkers, and receptionist of any change in the posted telecommuting schedule
- Be available to manager and coworkers by telephone and email during core hours
- Return calls and emails in a timely manner
- Fulfill required communication (such as daily contact) with manager
- Have office calls forwarded to the remote site.
- Answer the telephone professionally during core hours.

The telecommuting employee will agree with manager on a plan for receiving assignments, returning assignments, and reporting to the manager on telecommuting days.

The employee will maintain contact with their work unit and colleagues, including attending meetings on telecommuting days when requested to do so by their manager.

### **Equipment & Expenses**

The employee and manager shall determine the minimum equipment (including furniture) and software necessary for the employee to complete assignments from the remote location in a timely, efficient, and professional manner. In determining what equipment (if any) shall be provided by the College, the manager may consult other departments at the College as to appropriateness and availability. Any equipment provided by the College must be properly inventoried and listed in this agreement, and this agreement must be updated if equipment is returned or if new equipment is assigned. The employee is required to return any College property upon request. The College will maintain all equipment owned by the College.

The employee will not perform maintenance or repairs on College-owned equipment without prior approval. The employee is responsible for all maintenance and repairs of employee-owned equipment. The employee may install College-owned equipment or software upon approval. Without approval, the employee must schedule installation with the IT Department. Only College-owned software may be installed in College-owned equipment. The employee may not install or download any other software without approval. All software used for telecommuting, whether owned by the College or the employee, must be properly licensed by the software manufacturer. While employees may be allowed to use their own software, they will not be required to “purchase” software in order to telecommute. If new software is required for telecommuting, it will be provided by the College.

The employee is responsible for ongoing operating costs such as telephone service fees, Internet fees, utility costs, homeowner’s or renter’s insurance, and furniture or equipment rental fees unless the College agrees in writing to pay for or reimburse such costs.

The College usually reimburses travel, and shipping expenses as per the standard employee expenses policy. The employee should never purchase or rent equipment, services, or supplies on the assumption that the College will reimburse the cost. Prior manager approval should be obtained.

Equipment	Provided By:		Inventory Number
	Employee	The college	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

**Information Security**

The employee working from an alternate work location will follow all procedures outlined in the College’s data security policy. In addition, telecommuters must ensure the following:

- The protection of College data on disk, in hardcopy, and on portable devices from theft, loss, or unauthorized access during transit and at the alternate worksite.
- That approved firewalls and anti-virus software are on all remote-site computers and are updated daily with current definitions.
- That flash drives or other portable drives are scanned for viruses before being used for uploading or downloading data.
- That sensitive information in hardcopy form is returned to the office or shredded.

- That all work is backed up according to College procedures.
- That the College's network is accessed from the remote worksite or other locations only after prior approval and for approved purposes.
- That the employee agrees to follow the College's guidelines pertaining to the handling of public records.

**Intellectual Property**

Products, records, documents, inventions, and discoveries made while telecommuting are the property of the College. The employee is expected to comply with the College's policies regarding inventions and copyrights regardless of the work location or whether work was performed on equipment owned by the College or the employee.

**Safety**

The employee confirms that they have a suitable place to work at the alternate work location and that to the best of their knowledge the worksite is safe from conditions that could pose a hazard to health and safety or danger to equipment. The employee also confirms that the worksite has been inspected and that any changes or improvements required by that inspection have been made. The alternate work location is considered an official College worksite for purposes of worker's compensation. The employee must report any injury to their manager immediately. Worker's compensation does not cover accidents to family members or other third parties at the telecommuting site.

**Limitations**

Telecommuters must observe the following limitations when working from the telecommuting site:

- Employees cannot meet with clients at the telecommuting site.
- Employees cannot operate a business or work for another employer during work hours.
- Employees cannot use College equipment for personal use.
- Employees cannot allow others to use College equipment or to access the College network.
- Employees cannot have sole responsibility for providing dependent care during work hours except under special conditions approved by the manager.

**Termination**

The agreement is not a guarantee of employment and can be terminated at any time by either the College or the employee. A telecommuting arrangement may never be allowed to continue uninterrupted if it is detrimental to work quality, client service, the work unit, or the College. In such situations the manager will make a good faith effort to work with the employee to resolve the situation, but if the problem cannot be resolved, the manager has a responsibility to terminate the agreement. In the event of termination of the agreement, the employee will be notified and provided the reason(s) for the termination in writing. In the event this agreement is terminated, the manager will make every effort to provide sufficient notice to allow the employee to make appropriate dependent care or transportation arrangements. The College will not be held responsible for costs, damages, or losses to the employee resulting from termination of the agreement.

**Agreement**

This Agreement may be amended at any time by the College. A copy of this agreement and any addendums or amendments will be provided to the employee and placed in the employee's personnel file.

**EMPLOYEE:** By signing, the employee states they have read, understood, and agree to the terms and conditions of this agreement:

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

**MANAGER:** By signing this statement, the manager agrees to work with the employee to implement telecommuting as described in the telecommuting policy and this agreement.

Manager Signature \_\_\_\_\_ Date \_\_\_\_\_

Vice President Signature \_\_\_\_\_ Date \_\_\_\_\_

Human Resources Signature \_\_\_\_\_ Date \_\_\_\_\_