

**NORTHWEST FLORIDA STATE COLLEGE
TELECOMMUTING AGREEMENT**

The following agreement outlines expectations and requirements for _____
(employee name) to perform work as _____(job title) for the Northwest
Florida State College (hereafter employer/the College) from an alternate workplace beginning on ____
_____ (date).

1. The employee understands that all prior and current obligations, responsibilities, terms and conditions of employment with the employer still apply while telecommuting, except those obligations and responsibilities specifically addressed in this document. The employee will continue to comply with federal and state laws and regulations while working at his/her home. In addition, the employee must comply with and remains subject to all of the College policies and procedures, including all disciplinary policies, while performing work at this alternate workplace. Further, employees permitted to telecommute must comply with the College's Telecommuting Program and the guidelines outlined in this agreement.
2. The employee understands that telecommuting is a time-limited management option and not a universal employee benefit. It is the College's option to allow the employee to telecommute at this time. The College's approval of an employee's request to telecommute can be revoked at any time for any reason.
3. The College retains the right to modify this agreement as time progresses to ensure the needs of the position are being satisfied, remotely or otherwise.
4. While telecommuting, the employee's salary and benefits will remain the same as if the employee was working at their primary College workplace. Employee is responsible for filing appropriate tax forms with the College's Human Resources office prior to this agreement's effective date, if applicable.
5. Communications:

A proper communications plan and schedule are essential to a successful telecommuting work plan. Employee will be accessible via email, text, and phone throughout established work hours and by phone for after-hours calls as needed. Employee is required to attend all meetings via phone and/or videoconferencing methods just as if he/she were not telecommuting. Employee will continue to work with other team members on projects and in the pursuit of operational tasks.

6. Designation of Alternate Workplace and Work Hours:

The employee understands they will be required to submit a weekly work plan to their supervisor. The following are the working hours and locations agreed to by both parties:

General Work Hours:

<u>Day</u>	<u>Hours</u>	<u>Location</u> P = Primary Workplace A = Alternative Workplace
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

Primary Workplace (on campus): _____

Address: _____

Telephone Number: _____

Alternate Workplace: _____

Address: _____

Telephone Number: _____

Fax: _____

Cell Phone: _____

E-mail: _____

7. Duties and Assignments:

While telecommuting, all assigned duties and projects will remain the same and additional duties and projects will continue to be assigned by management in accordance with the

position description. All assignments will continue to be recorded and documented using existing methods. Specifically, the following deliverables/projects/assignments will be completed as provided in the below listed timeline should this be a short telecommute program:

Deliverable:

Date of Review:

Date of Completion:

8. Work Space and Equipment:

- Employee will maintain a designated safe and secure work environment within his/her home (the authorized alternate work location).
- Employee confirms that, if applicable, arrangements have been made for someone else to provide dependent care services during the agreed upon work hours.
- If the employee is issued a college-owned computer, laptop, or other mobile devices, the employee will ensure that any College equipment is in a secure location and is fitted with grounding adapters, surge protectors, and overload fuses.
- Employee agrees to allow electronic and physical access to College owned equipment for purposes of assessing security requirements, operation and maintenance of employer-owned equipment or any other purpose identified by the College.
- Employee agrees to use employer-owned equipment, records, and materials for purposes of employer business only and to protect them against third-party unauthorized or accidental access, use, modification, destruction, or disclosure.
- Employee agrees to report to the supervisor instances of loss, damage, or unauthorized access at the earliest reasonable opportunity.
- Employee is responsible for providing internet connectivity which must be at a sufficient speed to support video/web/audio conferencing. He/she understands that the College will not be responsible for operating costs, home maintenance, home office expenses, or any other incidental costs (e.g., utilities), associated with the use of the employee's residence.
- If the employee or the College terminates employment, and therefore this agreement, for any reason, all equipment and College data and materials will be returned to the primary workplace within 48 hours or a mutually agreed upon reasonable time period.
- College equipment used in the normal course of employment will be maintained and serviced by the College's IT Service Desk. If any non-routine damage occurs to College equipment, employee will be responsible for the costs associated with repairing or replacing the equipment.

The following table lists the College's equipment that will be used at the alternate workplace:

Item:	Inventory Number:	Date Out:	Date Returned:
1.			
2.			
3.			
4.			
5.			

9. Travel and Expense:

Employee is responsible for all expenses related to travel for onsite (on campus) visits. Expense and travel of and related to training opportunities not on College premises will be the responsibility of the College to the same extent as if the employee were not working remotely.

10. Liability and Home Safety:

The College will not be liable for damages to the employee's property resulting from participation in the telecommuting program. In signing this document, the employee agrees to hold the College harmless against any and all claims, excluding workers' compensation claims. The employee accepts responsibility for maintaining the security, condition, and confidentiality of the College's equipment and materials (including but not limited to files, applications, manuals, forms) that are at the alternate workplace. No employee engaged in telecommuting will be allowed to conduct face-to-face College-related business at the alternate workplace and shall not meet with students or minors at the alternate workplace. In signing this agreement, the employee verifies that the alternate workplace, if it is the employee's home, is free of safety and fire hazards. Employee understands that he/she will be liable for injuries or damages to the person or property of third parties or any members of the employee's family in the alternate workplace.

11. Workers Compensation:

The alternate workplace is considered an extension of the employee's primary workplace; therefore, workers' compensation will continue to exist for the employee when performing official work duties in the alternate workplace during approved telecommuting hours. Any work-related injuries must be reported to the employee's supervisor immediately. The employee understands that he/she remains liable for injuries or damage to the person or property of third parties or members of his/her family on the premises, and agrees to indemnify and hold the College and its employees and agents harmless from any and all claims and demands for damages, injuries, losses, costs, or expenses asserted against the College by any third parties or members of the employee's family. Further, the employee agrees to complete and submit to his/her supervisor the College's *telecommuting safety checklist* prior to beginning any telecommuting.

12. Review and Termination of this Agreement:

This telecommuting agreement may be reviewed, modified, or terminated by the College at any time. This agreement will terminate on _____. If the College determines in its sole discretion that the telecommuting agreement no longer serves the best interest of the institution disagreements can be canceled at any time. Upon termination of this agreement, the employee will be expected to return to working at the primary workplace. Failure to do so could result in disciplinary action up to and including termination of employment.

The parties below sign in agreement and acceptance of the terms of this agreement as stated herein:

EMPLOYEE SIGNATURE PRINT NAME Date

SUPERVISOR SIGNATURE PRINT NAME Date

DEPT HEAD/DIRECTOR SIGNATURE PRINT NAME Date

PRESIDENT (or designee) Date

HUMAN RESOURCES Date

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE COLLEGE. THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE COLLEGE RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT.

Retention: Signed Telecommuting Agreement should be maintained in the employee's departmental personnel file along with the signed Safety Agreement and Cybersecurity checklist.