

TELECOMMUTING AGREEMENT

This agreement specifies the conditions applicable to an arrangement for performing work at an alternate work site on an occasional, short-term, or long-term basis. This agreement is being made between _____, hereafter identified as "Department", and _____, hereafter identified as "Employee". This agreement begins on _____ (date) and continues until _____ (date). If this is an occasional or long-term arrangement, it must be reviewed and renewed annually during evaluation time. It can be withdrawn with a fifteen (15) calendar day's written notice by either party, or it can be withdrawn immediately due to infractions of rules, policies, practices, standards or procedures deemed detrimental to the Department or the State.

1. Days and hours when the employee is normally expected to be in the department (central work site) are: _____(specify days and hours).
2. The alternate work site is: _____(specify location). Days and hours when the employee will normally work at this alternate work site are _____ (specify days and hours).
3. Changes to the work schedule or additional hours involving overtime at any work site must be approved in advance by the supervisor.
4. Vacation, sick leave, medical appointments or overtime shall be requested and approved by the supervisor using the following manner:
5. Specify the duties and assignments authorized to be performed at this alternate work site. *(NOTE: The supervisor reserves the right to assign work as necessary at any work site.)*
6. Recognizing that effective communication is essential for this arrangement to be successful, the following methods and times of communicating are agreed upon,
 - a. Who is to be contacted, including backup or emergency contacts:
 - b. When regular communication will take place:
 - c. Frequency:
 - d. Method of communication (phone, fax, beeper, face-to-face, etc.):
7. The employee agrees to remain accessible during designated work hours, and understands that management retains the right to modify this agreement on a temporary basis as a result of business necessity.
8. Regarding space and equipment purchase, set-up, maintenance, and required data security procedures, the following is agreed upon:
9. The employee agrees to maintain a safe and secure work environment, and agrees to allow the Department access to assess safety and security.
10. The employee agrees to report work-related injuries to the supervisor at the earliest reasonable opportunity. The employee agrees to hold the Department harmless for

damages to real or personal property or injury to others at the alternate work site as a result of participating in the telecommuting program.

11. The employee agrees to use the Department's owned records and materials for purposes of Department business only, and to protect them against unauthorized or accidental access, use, modification, duplication, destruction, or disclosure and to return records in their original condition within specified timeframes. The employee agrees to report to the supervisor instances of loss, damage, or unauthorized access at the earliest reasonable opportunity.
12. The employee understands that all records and materials provided by the Department shall remain the property of the Department
13. The employee understands that she/he is responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.
14. The employee understands that all obligations, responsibilities, terms and conditions of employment with the Department remain unchanged, except those obligations and responsibilities specifically addressed in this agreement.
15. The employee will ensure compliance with all state and agency rules, policies, practices, standards and procedures related to Department-provided equipment and software as outlined in the Department's Policies and Procedures at _____
16. The employee may be required to log work activities. The employee agrees to turn in their log of work activities and any supporting documentation, as determined by their manager.
17. The employee and the Department agree and understand that this agreement may be terminated at the request of either party. The request must be made in written form and must provide, at a minimum, a fifteen (15) working day notice. All equipment, records, materials, and supplies are to be returned in good condition and within five (5) working days of termination of this agreement.
18. The employee understand that due to infractions of rules, policies, practices, standards or procedures deemed detrimental to the Department or the State this agreement may be immediately terminated by the Department.

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

Employee Signature

Date

Supervisor's Signature

Date

Department Director's Signature

Date

Copy: Employee

Original: Employee's Personnel file