



Telecommuting Agreement

Communication. While telecommuting, the employee shall be reachable by telephone/cell phone, fax, text, or e-mail during agreed-upon work hours. The employee and supervisor shall agree on the most efficient means for communication and expected response times from employee.

Equipment. Home worksite furniture and equipment shall generally be provided by the employee. In the event that equipment and software is provided by the Vermont State Colleges at the remote work site, such equipment and software shall be used exclusively by the employee and solely for the purposes of conducting Vermont State College business. Software shall not be duplicated and non-VSC approved software shall not be loaded to VSC computers or other electronic devices owned by VSC. If VSC provides equipment, the employee is responsible for safe transportation and setup of such equipment.

Equipment liability. VSC will repair and maintain, at the VSC worksite, any equipment loaned by the VSC to support the telecommuting arrangement. Employee agrees to use surge protectors at all times with any VSC computer used at the remote site. The employee will be responsible for:

- any intentional damage to the equipment;
- damage resulting from gross negligence by the employee or any member or guest of the employee's household;
- damage resulting from a power surge if no surge protector is used;
- maintaining the current virus protection software; and
- maintaining all electronic devices that send or store data in conformity with the VSC's Information Security Policy.

VSC may pursue recovery from the employee for VSC property that is deliberately, or through negligence, damaged, destroyed, or lost while in the employee's care, custody or control. Damage or theft of VSC equipment that occurs outside the employee's control will be covered by the VSC. VSC does not assume liability for loss, damage, or wear of employee-owned equipment.

Dependent Care. Telecommuting is not a substitute for childcare or other dependent care. Employees who telecommute shall make or maintain childcare arrangements to permit full attention to VSC duties during regular agreed-upon work hours.

Remote Work Site. Employee warrants that the home or other designated remote work site is quiet, clean, and safe, with adequate lighting and ventilation. Unless pre-approved by the employee's supervisor, the employee will not hold any face-to-face meetings at the remote worksite.

Hours of Work. The employee will have regularly scheduled work hours agreed upon with the supervisor, including specific core hours and telephone/other electronic accessibility. The employee must promptly and accurately report all exception time to regular hours (vacation, sick time, and other leave time) in accordance with VSC practices for exempt employees. The employee will attend job-related meetings, training sessions and conferences in person as requested by supervisors. In addition, the employee may be requested to attend "short-notice" meetings in person.

In addition, non-exempt employees will track all time, by hours worked, in UltiPro.

Incidental Costs. Unless otherwise stated in your Telecommuting Agreement or agreed upon in writing with a supervisor, all incidental costs, such as residential utility costs, internet service or cleaning services, are the responsibility of the employee.

Inclement Weather. If the primary worksite is closed due to an emergency or inclement weather, the supervisor will contact the employee. The employee may continue to work at the remote work site. If there is an emergency at the remote work site, such as a power outage, the employee will notify the supervisor as soon as possible. The employee may be reassigned to the primary work site or an alternate work site.

Inspections. In case of injury, theft, loss, or tort liability related to telecommuting, the employee agrees that agents of the VSC may investigate and/or inspect the remote work site.

Injuries. The employee will be covered by workers' compensation for job related injuries that occur in the designated workspace, including the employee's home, during the defined work period. In the case of injury occurring during the defined work period, the employee shall immediately report the injury to the supervisor and to Human Resources in accordance with VSC procedures for reports of injury. Workers' compensation will not apply and VSC is not responsible for any injury sustained at the remote work location that is not sustained in the course of performing job duties for VSC. VSC is not responsible for injury to any persons other than the employee at the remote work site. Employee agrees that their home owners' insurance shall be kept up to date and is the sole source of liability coverage for any injury that is not work related or that occurs to any person other than to the employee.

Intellectual Property. Products, documents, and records developed while telecommuting are the property of VSC in accordance with the VSC's Intellectual Property Policy, subject to the intellectual property provisions (or "residual rights") in any applicable collective bargaining agreement.

Leave. The employee must obtain supervisory approval before taking leave in accordance with the usual practices of the office and VSC policy.

Network Access. It is the responsibility of each employee to provide high-speed, unlimited, broadband access to facilitate the telecommuting arrangement.

Office Supplies. VSC shall provide any necessary office supplies. Out-of-pocket expenses voluntarily incurred by the employee for supplies normally available in the office will not be reimbursed.

Performance & Evaluations. The supervisor and employee will formulate objectives, expected results, and evaluation procedures for work completed while the employee is telecommuting. The supervisor and employee will meet at regular intervals to review the employee's work performance.

Personal Business. Telecommuting employees shall not perform personal business during hours agreed upon as work hours.

Policies. VSC policies, rules and practices shall apply at the remote work site, including but not limited to those governing communicating internally and with the public, employee rights and responsibilities, facilities and equipment management, financial management, information resource management, purchasing of property and services, and safety. Failure to follow policy, rules and procedures may result in termination of the telecommuting arrangement and/or disciplinary action.

Quality of Work. All work shall be performed according to the same high standards as would normally be expected at the primary worksite.

Record Retention. Products, documents and records that are used, developed, or revised while telecommuting shall be copied or restored to VSC's network record system. Whenever possible, all such information shall be backed up, preferably on a thumb drive or on the VPN server.

Security. Security and confidentiality shall be maintained by the employee at the same level as expected at all worksites. Restricted access or confidential material shall not be taken out of the primary worksite or accessed through a computer unless approved in advance by the supervisor. The employee is responsible to ensure that non-employees do not access VSC data or records, either in print or electronic form. All confidential or private material must be maintained in a locked, secure location.

Telephone/Internet Expenses. The employee and supervisor will use the most efficient and effective way of handling long distance calls, whether that is the use of a cell phone, calling card or reimbursement of long distance business calls. VSC will not reimburse employee for internet service at a remote site.

Travel. The employee will not be paid for time or mileage involved in travel between the remote work site and the primary work site unless reimbursement has been agreed upon in writing by the supervisor and is in accordance with VSC's Travel Policy.

Taxes. A home office is not an automatic tax deduction. Telecommuters should consult with a tax expert to examine the tax implications of a home office.

Income taxes will be withheld based on the location of where the work is performed. Employees who live in a state other than Vermont are required to maintain accurate information in UltiPro for their home address and to immediately advise their supervisor if they move to another state. Supervisors must advise Payroll of any telecommuting agreement with an employee who lives in a state other than Vermont. Employees may wish to consult their tax advisor with respect to other tax consequences.

VSC Property. Equipment and services may be provided by and paid for by the employee's department at the supervisor's sole discretion. In many cases, employees will be expected to provide their own equipment, such as computers and telephone lines, if they wish to telecommute and the VSC will not reimburse the employee for wear and tear on any such equipment or for connection/access costs associated with internet or other electronic service necessary to perform job functions at a remote site.

Equipment such as computers, printers, software, and services such as fax lines provided on loan by the VSC remain the property of the VSC while on loan, and must be returned upon termination of the telecommuting arrangement. If VSC equipment is provided, each piece of equipment must be listed with its serial number when the employee takes possession.

Employees must return the equipment in the same condition in which it was originally received, minus normal wear and tear. Employees are personally liable for missing or damaged equipment.

Insurance. The VSC assumes no liability for injuries occurring in the employee's home workspace outside of work hours or injuries not sustained in the course of performing job duties for VSC. Employees should note that some homeowner policies do not automatically cover injuries arising out of, or relating to, the business use of the home. Employees are responsible to ensure that the homeowners' insurance is adequate to cover anticipated losses and is in effect at all times.