

Telecommuting Agreement

This Agreement is made between Delta College, (the "College") and *(insert name of employee)* (the "Employee"), of *(insert home address of Employee)*. Unless otherwise changed as described in this Agreement, the Term of this Telecommuting Agreement will begin on *(insert date)* and end on *(insert date)*.

I. Employee Responsibilities

- A. The Employee must have the following *(check all that apply)*:
- Personal computer or laptop;
 - Internet connection capability and an Internet service provider;
 - A College beeper, call-waiting on the personal telephone line, or a second telephone line for business use.
 - Other *(please list)*:

- B. The Employee must forward his/her College phone line to the home phone when telecommuting or, in the alternative, leave an appropriate message on his/her College voice mail and check College voice mail frequently during the day.
- C. The Employee must take all necessary precautions to secure College information and to prevent unauthorized access to any College information or system at the off-campus location. Such precautions include locked files and appropriate computer passwords and security.
- D. The Employee agrees to provide a secure location for College-owned equipment and materials, and will not use, or allow others to use, such equipment for purposes other than College business. All equipment, records, and materials provided by the College shall remain College property. The Employee agrees to allow the College reasonable access to its equipment and materials.
- E. Restricted-access materials, such as personnel files, may not be removed from College premises without prior written authorization from the Employee's supervisor, and, where applicable, from the custodian of the restricted-access materials.
- F. The Employee must be available to respond or return to the office or other designated location as needed.

- G. The Employee will observe the College's normal work hours (*or insert alternative hours appropriate to the work and the needs of the College*).
- H. The Employee is expected to keep regular working hours and continue to perform as if the Employee were in the office. The Employee will notify appropriate office personnel when leaving the home office area during regular office hours, as the Employee would if in the office.
- I. The Employee's duties, obligations, responsibilities, benefits, and conditions of employment with the College remain unchanged. Without limiting the foregoing, the Employee's salary, retirement, vacation and sick leave benefits, and insurance coverage remain the same.
- J. Work hours, overtime compensation, use of sick leave, and approval for use of vacation will conform to College policies and procedures, guidelines, and to the terms otherwise agreed upon by the Employee and the supervisor in this Agreement.
- K. The Employee and supervisor will communicate (*insert frequency, such as "daily", "once weekly"*) regarding the Employee's work progress and project goals by (*insert method(s) of communication*).
- L. The Employee will maintain safe and ergonomically sound conditions in the home workspace, report work-related injuries to the supervisor at the earliest opportunity, hold the College harmless for injury to others at the telecommuting location, and will practice the same safety habits in the designated space as he or she would in his or her office on College premises. The College shall be entitled to inspect the Employee's workspace upon one business day's advance notice to the Employee.
- M. The Employee agrees not to use his/her personal vehicle for College business unless specifically authorized in writing, in advance, by the supervisor.
- N. The Employee shall not undertake the primary care of another person (such as a child or elderly adult) while telecommuting. However, subject to approval from the Employee's supervisor, an Employee may undertake primary care for a short term, such as during the temporary illness of a child. This policy does not alter in any way any College flex time or leave policy, including the College's family leave policy.
- O. The Employee will provide an agenda for each telecommuting workweek and will review it with the appropriate supervisor before the week begins. At the end of each telecommuting workweek, the Employee will submit a Progress Report describing specific accomplishments or projects completed during that week.
- P. This Telecommuting Agreement applies to all telecommuting activities from and after the effective date of this Agreement until such date as this Agreement is terminated or the Employee is separated from the College, whichever occurs first. The specific dates of telecommuting will be as specified in the first paragraph of

this Agreement, as may be changed from time to time by written amendment executed by authorized representatives of the parties.

- Q. The telecommuting Employee remains subject to all College policies, procedures, guidelines, rules and regulations.
- R. The Employee understands that he or she is responsible for tax and insurance consequences, if any, of this arrangement, and for conforming to any local zoning regulations.

II. COLLEGE RESPONSIBILITIES

A. The College will provide the following *(check all that apply)*:

- Standard College software
- Appropriate computer systems
- Cellular phone
- Fax machine
- Other appropriate office equipment, as supervisor determines is necessary *(list here or in attachment)*

- B. If the telecommuting arrangement is at the request of the College, the College will pay monthly charges for the internet connection and ISP, including phone charges for College business internet connections (but not installation fees). If the telecommuting arrangement is at the request of or solely for the convenience of the Employee, these costs will be at the expense of the Employee. Any costs for which the Employee wishes to be reimbursed must be submitted at least once a month.
- C. The Employee's duties, obligations, responsibilities, benefits, and conditions of employment with the College remain unchanged. Without limiting the foregoing, the Employee's salary, retirement, vacation and sick leave benefits, and insurance coverage remain the same.
- D. The Employee's at-home work space will be considered an extension of the College work space. Therefore, the College will continue to be liable for the Employee's job-related accidents as provided under the applicable workers' compensation laws. The Employee will hold the College harmless for injury to others at the telecommuting location. The College will not be responsible for injuries that occur on the Employee's personal time, even if such injuries occur in the at-home work space.

- E. Management retains the right to modify the Agreement on a temporary basis as a result of business necessity (for example, the Employee may be required to come to campus on a particular day), or as a result of an Employee request supported by the supervisor.

III. Termination of the Agreement

This Agreement may be terminated at the sole discretion of the College, upon prior written notice, for any or no reason, at any time. This Agreement may be terminated by the Employee, upon prior written notice, for any or no reason, at any time. Upon termination of the Agreement, the Employee will return to his or her former work routine upon making appropriate logistical arrangements with the College. The terms and conditions of the Agreement will remain in effect until the date such logistical arrangements are complete. The Employee agrees to return College equipment, records, and materials as requested by the supervisor and Executive staff member, to the location designated by the College, within ten (10) days of termination of this agreement.

IV. General Terms and Conditions

A. Governing Law. This Agreement shall be deemed to be made under the laws of the State of Michigan and for all purposes shall be construed in accordance with the laws of the State of Michigan, exclusive of its choice of law provisions.

B. Entire Agreement. This is the entire agreement of the parties regarding its subject matter, and supersedes all prior and contemporaneous oral or written agreements and representations between the parties or their representatives.

C. Amendments. No amendment to this agreement shall be effective unless in writing and signed by authorized representatives of the parties.

D. Termination Upon Breach. Either party may terminate this agreement and, in addition to all other rights and remedies it may have under law or equity, be relieved of all further obligations hereunder, in the event of a material breach of the agreement by the other party if the breach is not cured within thirty (30) days from receipt of notice of such breach.

E. Force Majeure. Neither party shall be deemed in default under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative, or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's control.

F. Assignment. The Employee shall not assign rights or duties under this Agreement, directly or indirectly, in whole or in part, without the prior written consent of an authorized representative of the College.

G. Waiver. No failure of a party to enforce a term or condition of this Agreement shall be deemed a waiver of this Agreement, in whole or in part, unless otherwise expressly agreed in a writing signed by authorized representatives of the parties.

H. Survival of Termination. The obligations of the parties under this Agreement that by their nature would continue beyond expiration or termination of this Agreement, including but not limited to Section I, Paragraphs B, C, and D above, shall survive any such expiration or termination.

I. Headings. Headings in this Agreement are for convenience only and are not to be used to construe its terms.

J. Severability. Should any portion of this Agreement be found invalid by a court of competent jurisdiction, the remainder of the Agreement shall continue in full force and effect.

K. No Third Party Beneficiary. This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Employee or the College. Without limiting the generality of the foregoing, no rights are intended to be created for any person receiving care pursuant to Section I, Paragraph N above, nor for any member of Employee's family as defined in the policies, procedures, guidelines, rules and regulations of the College.

IV. Effective Date

This Agreement is made effective (*insert date*) by the signatures of the Employee and an authorized representative of the College below.

DELTA COLLEGE

EMPLOYEE

(Authorized Signature)

(Signature)

(Name, Printed or Typed)

(Name, Printed or Typed)

Its: _____
(Title)

(Employee Number)

Date: _____

Date: _____