EvCC3180P: TELECOMMUTING PROCEDURE
Original Date: May 1, 2009
Policy Contact: Vice President of Administrative Services

Everett Community College Telecommuting Agreement Form

CONTEXT
Everett Community College supports the concept of telecommuting and encourages the practice when telecommuting does not detract from the efficient and effective delivery of services to the College. The benefits of telecommuting include increased productivity and morale, along with decreased traffic congestion, energy use, and parking problems. College administration will be responsible for approval of all telecommuting agreements.

PROCEDURE

Standards
Telecommuting standards require that the type of work, the employee, and the off-site work space meet the following guidelines:

Type of Work

- Work performed is by an information worker.
- Minimal in-person contacts are required.
- The worker generally works alone.
- Worker productivity can be monitored.
- The worker does not need to access HP3000 systems such as SMS, FMS, PPMS, FAID. (Remote access is prohibited)

Employee Characteristics

- Employee demonstrates strong job knowledge.
- Employee demonstrates strong work ethic.
- Employee demonstrates effective communication skills. (In-person, phone, email, Instant Messenger etc.)

Off-Site Workspace

- The proposed work space is free from distractions that compete with job duties.
- The proposed work space can be closed off from the main part of the house to maintain a distraction-free environment.
- The proposed work space can ensure the confidentiality of college information accessed.
- The employee-owned technology (Computer, phone, Internet connection, Fax. etc.) meets or exceeds the requirements of the position.
Eligibility

- This procedure applies to exempt and classified staff.
- Telecommuting agreements may be terminated by either party with a minimum of three days’ notice.
- Telecommuting proposals are reviewed on a case-by-case basis and are approved or denied at the sole discretion of the College. Not all work situations are suitable for telecommuting and not all proposals will be approved.

Schedule

- Telecommuting describes a routine schedule of work performed at an alternate (off-site) work site. Telecommuting does not include intermittent, occasional working from home as pre-approved by a supervisor.
- Telecommuting is limited to a maximum of 3 days per week.
- Hourly employees must not work more than 40 hours per work week unless a prior arrangement has been made with their supervisor.
- The employee agrees to remain accessible during designated work hours and understands that Everett Community College has the right to modify this agreement on a temporary basis as a result of operational necessity.

Supplies and Equipment

- Subject to supervisor approval, the employee’s department may provide the general office supplies that may be needed by the employee.
- The College will not automatically provide special equipment for the employee’s off-site workspace. The College may allow, at its discretion, college equipment to be temporarily located in the employee’s off-site workplace.
- The employee agrees to use the College’s property (loaned equipment, data, supplies, SCAN card, etc.) for official college business only. The above-mentioned property will also be protected by the employee from accidental or intentional loss, theft and misuse.
- Surge protectors must be used with any Everett Community College computer made available to the telecommuter.
- The employee understands that the College’s property (loaned equipment, data, supplies, SCAN card, etc.) belong to Everett Community College and must be returned within 3 days after termination of this agreement.
  Everett Community College will only be responsible for the repair and maintenance of equipment provided by the College. It is the responsibility of the telecommuting employee to return the college-owned equipment to campus for service and repairs when necessary.
- The employee must arrange for the return of college-owned equipment upon termination of the Telecommuting Agreement.
- The employee understands that the contents of his/her personal computer are subject to subpoena, if the computer is used for work purposes.
- There will be no support provided for employee-owned technology.
Liability

Employees are liable for:

- Any intentional damage to the college-owned equipment.
- Damage to college-owned equipment resulting from gross negligence by the employee, any member of the employee's family, or guest of the household.
- Damage resulting from a power surge if no surge protector is used.
- Any personal income tax implications resulting from working at a home workspace.
- All costs related to readying their alternative work space for telecommuting including but are not limited to furniture; electrical work; heating and cooling costs; in-house wiring; telephone expense (outside of SCAN charges) and all Internet Service Provider (ISP) charges.
- Hardware and software used by the telecommuting employee;

Everett Community College is liable for:

- The loss of any damage to or theft of college property, except for that which is the result of willful or negligent acts of the employee.
- But is NOT liable for damage or loss to employee-owned equipment or personal property.

Confidentiality

- The employee is responsible for the confidentiality of college data created or stored in the alternative work place. College information and data that are stored at the alternative worksite should be kept in a secure area.
- The employee must immediately inform his/her supervisor of any potential or actual confidentiality breaches that happen as a result of working in an alternative work place.
- For work that has security/confidentiality issues, passwords for computer access must be established.
- Backups of data should be performed on a scheduled basis and stored at the regular college worksite.
- Employees will take all precautions necessary to secure proprietary information and prevent unauthorized access to any college system from their alternate worksite.

Off-site Workspace

- The employee must report any work-related injuries to his/her supervisor at the earliest reasonable opportunity.
- The employee is responsible for establishing and maintaining safe and healthful working conditions in their off-site workspace. Employees may request assistance in determining whether their workspace is safe and healthful from the College which may include assistance from the Workplace Consultation Services Program of the Department of Labor and Industries.
- The employee will be covered by worker’s compensation laws for all work-related injuries that occur in the designated off-site workplace during the telecommuter’s defined work period. Since workplace and home may be one and the same, worker’s compensation will not
apply to non-job related injuries that may occur in the home. The College is not liable for any injuries to family members, visitors and others in the employee’s home or off-site workspace.

- The employee understands that he/she is responsible for any tax consequences, utility bills and ISP costs.
- The employee understands that he/she is responsible for complying with local zoning requirements.

Travel

The employee is normally covered by the College when traveling for an authorized, job-related purpose on days the employee is working away from the regular worksite. The employee is not covered by the College when commuting to and from work on days the employee is working at the regular college worksite.

Invention/Copyright

In the absence of a formal written agreement to the contrary, any copyrights arising from the work of the employee, even those performed while telecommuting, are the property of the College.

Establishing a Telecommuting Agreement

1. Employee and supervisor discuss the possibility of telecommuting for the employee.
2. Supervisor and employee complete the College’s Telecommuting Request Form to document the viability of the requested telecommuting request.
3. If telecommuting is determined to be feasible, a Telecommuting Agreement Form is completed by the employee and his/her supervisor.
4. The properly completed form is sent to the department’s VP, the IT Director and the Vice President of Administrative Services (HR) for additional review and approval.
5. If the proposal is not approved, the employee will be notified by his/her supervisor.
6. If the proposal is approved by all parties, a copy of the agreement is given to the employee and sent to Human Resources for filing in the employee’s record.
7. The approved telecommuting arrangement is implemented.
8. The telecommuting agreement is reviewed before its expiration date.
9. If telecommuting is determined to unsuccessful, the employee will be given the reasons for denial based on the eligibility criteria in this procedure.
10. If the telecommuting agreement is determined to be successful, the agreement is eligible to be extended until its next review.

RELEVANT LAWS AND OTHER RELATED INFORMATION

RCW 70.94.551

REVISION HISTORY
Original Date: May 1, 2009

APPROVED BY
President’s Staff