

**DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES**

**Division of Services for People with Disabilities  
Telecommuting Agreement**

Telecommuting is an arrangement that the Department of Human Services (Department) and the Division of Services for People with Disabilities (Division) may choose to make available to some employees when a mutually beneficial situation exists. Telecommuting options may include the use of telecommunications technology to transport information, rather than people, to and from the workplace.

Telecommuting is not a formal, universal employee benefit, but rather an alternate method of meeting the need of the Department, the Division and its clients. Telecommuting is not an employee “right” but may be granted when mutually beneficial to the employee, the Department, and the Division. The telecommuting agreement may be modified or terminated at any time by the employee’s supervisor or the Division Director.

In signing this agreement, the employee and employee’s supervisor agree that the provisions set forth in the Department’s Telecommuting Policy and the Division’s Telecommuting Agreement Directive govern this agreement and that all representations set forth in this agreement and the Telecommuting Feasibility Worksheet are true and accurate to the best of employee and employee’s supervisor’s knowledge. The employee agrees to abide by the provisions in the Division Telecommuting Agreement Directive as well as the following conditions:

1. This Telecommute Agreement shall be in effect for the duration of one (1) year from the initial date signed by the Division Director below. At the expiration of that one (1) year, the employee and employee’s supervisor must review the telecommuting arrangement to determine the appropriateness of continuing the agreement. The employee and employee’s supervisor must certify the appropriateness of an extension by signing the Telecommuting Feasibility Worksheet and the Telecommuting Agreement where indicated. If circumstances have changed to the point where the information in a previously submitted Telecommuting Feasibility Worksheet needs to be updated, the employee and employee’s supervisor must submit an updated Telecommuting Feasibility Worksheet, setting forth the appropriateness of continuing the telecommuting arrangement. The telecommuting arrangement must be reviewed in this way every year.
2. Regardless of circumstances, the employee and employee’s supervisor must renew the telecommuting arrangement by completing a new Telecommuting Feasibility Worksheet and signing a new Telecommuting Agreement every three (3) years.
3. Employee salary, job responsibilities, benefits and company-sponsored insurance coverage will not change due to participation in the telecommuting project.
4. The amount of time the employee is expected to work will not change due to participation in a telecommuting agreement. Time sheets must be submitted according to the regular schedule.
5. For the purpose of defining the employee’s scheduled working hours during which the employer has liability for job related accidents or illnesses and during which worker’s

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compensation laws apply, it is understood that the employee's work hours will conform to the schedule in the agreement.

6. Any changes or extension to the above mentioned schedule with respect to worker's compensation coverage must be reviewed and approved by the supervisor in advance.
7. Employees will not be approved to telecommute the first or last day of an employee's scheduled work week.
8. Employees who telecommute will not be allowed to exceed two (2) work days per week or 50% of the employees work time at an alternate work location.
9. Since the employee's home work space will be considered an extension of the Department and Division work space, the State's liability for job-related accidents to employees will continue to exist during the scheduled work hours.
10. A designated work space should be maintained by the telecommuter at the alternate work location. Workers' compensation liability will be limited to this work space as opposed to applying to all areas of the home.
11. As this liability will extend to accidents which may occur in the alternate location, the employer retains the right to make on-site inspections of this work area to ensure that safe work conditions exist.
12. On-site visits by the employer may also be made for the purpose of retrieving equipment and other State property in the event of employee illness or termination.
13. Any hardware or software purchased by the State remains the property of the State and will be returned to the Division or Department at the conclusion of telecommuting.
14. State-owned software may not be duplicated except as formally authorized by the Office of Technology.
15. Confidential materials shall not be taken out of the main office or accessed through the computer at the secondary office without prior authorization and adequate secure systems in place to ensure the confidentiality of all sensitive information.
16. Except for minor, incidental use during non-working hours, State equipment in a remote office shall not be used for personal purposes.
17. The State may, on a case by case basis, provide computer equipment to an employee to use in the alternate work location to conduct State business.
18. The Division generally will not reimburse costs which arise as a result of telecommuting.

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- 19. In some circumstances, the Division may consider reimbursement for some costs when it is demonstrated that the telecommuting agreement represents a measureable benefit to the Division. The Division will reimburse only reasonable costs. All costs, which the employee wishes to have reimbursed, must be reviewed and approved by the employee's supervisor and the Division Director.
- 20. Supplies required to complete assigned work at the alternate location must be obtained during one of the telecommuter's in-office visits. Out-of-pocket expenses for supplies available at the State will not normally be reimbursed.
- 21. The State may reimburse the telecommuter for telephone calls made for work-related purposes when documentation is provided by the employee.
- 22. Expenses not specifically covered above will be dealt with on a case-by-case basis, taking into account the reasonableness of the expense, other expenses reimbursed for the same employee, and the overall Division office budget. Costs specifically excluded from reimbursement include office furnishings, telephone equipment, rent, utilities, and insurance.
- 23. Telecommuting is not to be viewed as a substitute for adult or child care. Telecommuters who care for others in the home must have someone else care for them during the employee's agreed-upon work hours.
- 24. Individual tax implications related to the home work space shall be the responsibility of the telecommuter.

**Employee's Primary Work Location (Office)**

Address: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Scheduled Days at Primary Work Location:  Mon  Tues  Wed  Thur  Fri  
Scheduled Hours Per Week at Primary Work Location: \_\_\_\_\_.

**Employee's Approved Secondary Work Location**

Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Scheduled Days at Secondary Work Location:  Tues  Wed  Thur  
Work Hours Available for Telephone Contact \_\_\_\_\_.  
Scheduled Hours Per Week at Secondary Work Location: \_\_\_\_\_.

**Computer Used:**

- Personal Computer
  - State Owned (If State owned list brand/model/serial number): \_\_\_\_\_
- \_\_\_\_\_

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Software Applications Approved for Installation (if any): \_\_\_\_\_

\_\_\_\_\_

Listed state owned software will be installed to the hard drive of the personal computer selected above. Employee agrees to remove the listed software upon the termination of the telecommuting agreement, upon transfer of equipment or upon employee termination.

\_\_\_\_\_  
Employee Signature Date

\_\_\_\_\_  
Supervisor Signature Date

\_\_\_\_\_  
Division Director Signature Date

**Year 2 Extension:**

\_\_\_\_\_  
Employee Signature Date

\_\_\_\_\_  
Supervisor Signature Date

\_\_\_\_\_  
Division Director Signature Date

Note: Do not sign this extension if the information contained in this feasibility worksheet is in any way outdated or in need of updating. You must submit a new feasibility worksheet with the most current information and sign a new Telecommuting Agreement.

**Year 3 Extension:**

\_\_\_\_\_  
Employee Signature Date

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Supervisor Signature

Date

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Division Director Signature

Date

Note: Do not sign this extension if the information contained in this feasibility worksheet is in any way outdated or in need of updating. You must submit a new feasibility worksheet with the most current information and sign a new Telecommuting Agreement.

At the end of this year, to continue the current home office arrangement, the employee and employee's supervisor must submit a new Telecommuting Feasibility Worksheet and sign a new Telecommuting Agreement.

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