

Employee Information	
Employee Name	Department
Position	Supervisor

<p><b>These conditions for telecommuting are agreed upon by the employee, the supervisor, and the Director/Dean and/or Vice President:</b></p>
<p>The employee will work at (street address, city, zip code, phone, and e-mail):</p>
<p>The employee's usual designated work area (e.g., home office section of living room, etc.) will be:</p>
<p>The employee's normal telecommuting work schedule (day(s) and hours) will be:</p>
<p>The following are typical assignments to be worked on by the employee at the remote location:</p>
<p>Business telephone calls to or from the home will be paid for as follows (e.g., department credit card, employee reimbursement, etc.):</p>
<p>The decision whether to install telecommunications facilities (e.g., frame relay line, telephone line, ITFS, etc.) will be made by the supervisor in consultation with the employee. If such facilities are installed, costs will be handled as follows:</p>
<p>Data calls to or from the home with a personal computer will be reimbursed as follows:</p>
<p>The following LINFIELD-owned equipment and/or software will be used by the employee in the remote work location and will be returned to LINFIELD when directed or at the expiration of this agreement:</p> <p> <input type="checkbox"/> Phone                    <input type="checkbox"/> Office furniture                    <input type="checkbox"/> Fax machine                    <input type="checkbox"/> Computer                    <input type="checkbox"/> Printer                    <input type="checkbox"/> Surge Protector             </p> <p><input type="checkbox"/> Other (Specify):</p>

Communication ("check-in") between the employee and his/her office (i.e., e-mail, voice mail, etc.) will be handled as follows:

Employee agrees to allow Linfield to visit the employee's designated work location at mutually agreed-upon times to ensure that safe working conditions exist.

Additional conditions agreed upon by the telecommuting employee and the supervisor are as follows (attach sheet if necessary):

Start Date and Planned expiration of agreement (if any):

Employee has read and understands Linfield's Telecommuting Terms and Conditions (Attachment A) and agrees to all obligations, responsibilities and conditions for telecommuters described therein.

\_\_\_\_\_  
Employee Signature (Request)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature (Approval)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director/Dean/Vice President Signature (Review)

\_\_\_\_\_  
Date

*c: Employee's Personnel File*

**LINFIELD COLLEGE****TELECOMMUTING TERMS AND CONDITIONS**

Unless otherwise stated in the agreement, the supervisor, the Director/Dean and/or Vice President, or the employee may discontinue the arrangement, generally giving at least one week's notice. The parties may agree to a longer notice to provide for a smooth transition.

A. **Communication.** While telecommuting, the employee shall be reachable by telephone, fax, or e-mail during agreed-upon work hours. The employee and supervisor shall agree on expected turnaround time and the medium for responses.

B. **Conditions of Employment.** The telecommuter's conditions of employment shall remain the same as for non-telecommuting employees; wages, benefits and leave accrual will remain unchanged.

C. **Equipment.** Home worksite furniture and equipment shall generally be provided by the telecommuter. In the event that equipment and software is provided by LINFIELD at the telecommuting-site, such equipment and software shall be used exclusively by the telecommuter for the purposes of conducting LINFIELD business. Software shall not be duplicated. The parties shall consult with the support manager regarding the availability of equipment to loan. If LINFIELD provides equipment, the telecommuter is responsible for safe transportation and set-up of such equipment.

D. **Equipment liability.** Linfield College will repair and maintain, at the primary worksite, any equipment loaned by LINFIELD. Surge protectors must be used with any LINFIELD computer made available to the telecommuter. LINFIELD may pursue recovery from the telecommuter for LINFIELD property that is deliberately or negligently damaged, destroyed, or lost while in the telecommuter's care, custody or control. Damage or theft of LINFIELD equipment that occurs outside the employee's control will be covered by LINFIELD. Telecommuters should obtain incidental office coverage under their homeowner's/renter's insurance policy. LINFIELD does not assume liability for loss, damage, or wear of employee-owned equipment. The employee will be responsible for:

- any intentional damage to the equipment;
- damage resulting from 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 for software.

E. **Dependent Care.** Telecommuting is not a substitute for childcare or other dependent care. Telecommuters shall make or maintain childcare and dependent care arrangements to permit concentration on work assignments.

F. **Home Work Site.** The telecommuter must establish and maintain a dedicated workspace that is quiet, clean, and safe, with adequate lighting and ventilation. The telecommuter will not hold business visits or meetings with professional colleagues, customers, or the public at the home worksite. Meetings with other LINFIELD staff will not be permitted unless approved in advance by the employee's supervisor.

G. **Hours of Work.** The telecommuter will have regularly scheduled work hours agreed upon with the supervisor, including specific core hours and telephone accessibility. The agreed upon work schedule shall comply with FLSA regulations. Overtime work for a non-exempt employee must be pre-approved by the supervisor.

The telecommuter will attend job-related meetings, training sessions and conferences, as requested by supervisors. In addition, the telecommuter may be requested to attend "short-notice" meetings. The supervisor will use telephone conference calling if reasonable as an alternative to requesting attendance at "short-notice" meetings.

H. **Incidental Costs.** Unless otherwise stated in the Telecommuting Agreement, all incidental costs, such as residential utility costs or cleaning services, are the responsibility of the telecommuter.

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

J. **Inspections.** In case of any injury, loss, liability or theft related to telecommuting, the telecommuter must allow agents of LINFIELD to investigate and/or inspect the telecommuting site.

**K. Injuries.** The employee will be covered by workers' compensation for job related injuries that occur in the designated workspace, including the telecommuter'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. Workers' compensation will not apply to non-job related injuries that might occur in the home. LINFIELD does not assume responsibility for injury to any persons other than the telecommuter at the telecommuting-site.

**L. Intellectual Property.** Products, documents, and records developed while telecommuting are property of LINFIELD.

**M. Leave.** The telecommuting employee must obtain supervisory approval before taking leave in accordance with LINFIELD policy.

**N. Network Access.** LINFIELD will support telecommuting by increasing network access to remote locations. However, network access is not guaranteed.

**O. Office Supplies.** LINFIELD shall provide any necessary office supplies. Out-of-pocket expenses for supplies normally available in the office will not be reimbursed.

**P. Performance & Evaluations.** The supervisor and telecommuter will formulate objectives, expected results, and evaluation procedures for work completed while the employee is telecommuting. The supervisor will monitor and evaluate performance by relying more heavily on work results rather than direct observation. The supervisor and the telecommuting employee will meet at regular intervals to review the employee's work performance.

**Q. Personal Business.** Telecommuting employees shall not perform personal business during work hours.

**R. Policies.** All LINFIELD policies, rules and practices shall apply at the telecommuting 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 any policy, rule or procedure may result in termination of the telecommuting arrangement and/or disciplinary action.

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

**T. Questions.** If you have questions about the telecommuting program, contact the Human Resources Department, at (503) 883-2594.

**U. Record Retention.** Products, documents and records that are used, developed, or revised while telecommuting shall be copied or restored to LINFIELD's computerized record system. Whenever possible, all telecommuting related information shall be stored in a directory designated for telecommuting and this information shall be backed up on a disk or on the LAN server.

**V. Security.** Security and confidentiality shall be maintained by the telecommuter 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.

**W. Telephone/Internet Expenses.** The telecommuters and supervisor will use the most efficient and effective way of handling long distance calls, whether that is the use of a calling card or reimbursement of long distance business calls. If reimbursement is approved, the telecommuter will submit an expense request along with a log of long distance business calls and an itemized copy of the telephone bill. Such expenses may include increased charges for Internet access and/or facsimile transmissions.

**Y. Travel.** The telecommuter will not be paid for time or mileage involved in travel between the telecommuting-site and the primary worksite.

**Z. Taxes.** Tax and other legal implications for the business use of the telecommuter's home are the telecommuter's sole responsibility. The telecommuter is obligated to conform with all IRS, state and local legal requirements, and zoning regulations.