

**SCHOOL FOR INTEGRATED ACADEMICS AND TECHNOLOGIES**

**Telecommuting Policy**

**Introduction**

Telecommuting is an arrangement in which an employee performs work at their home, for a specified portion of the work week. Telecommuting is intended to create flexible conditions that will help the School accomplish its services more effectively. Successful work at home arrangements will serve the needs both of individual employees and the School. Telecommuting is at the discretion of SIATech (the “School”) and is not an employee benefit or right.

**Telecommuting Participation**

Employees who telecommute must provide a proper work environment away from the office. To do this, employees are expected do the following:

- Devote their time and attention to SIATech business during scheduled working hours. Personal disruptions, personal business and work for any other person or entity must be kept to a minimum during this time.
- Notify their supervisor if, for some reason, they are not available during scheduled working hours.
- Develop and maintain productive and organized work habits.
- Maintain an appropriate work environment at home, which meets specified standards.
- Comply with all School policies, procedures and guidelines.
- Attend mandatory and other requested meetings at the office, including training sessions, workshops, etc.

**Work Assignment and Supervision**

Telecommuting employees’ salary, job responsibilities and benefits will be substantially similar to those of non-telecommuting employees. Telecommuting employees agree to comply with all existing job requirements of the office setting as well as any newly established requirements in the future. The School will assign specific work hours to each telecommuting employee. Number of working hours may be monitored. There may be times telecommuting employees will be asked to come to the office on a day when they were scheduled to work from home. Some of

these instances include staff meetings, training sessions, etc. Employees are required to attend these events at the office.

In addition to those employees who telecommute on a regular schedule, some employees may telecommute sporadically or for specific projects. In this situation, the employee's supervisor will decide what assignments may be performed on a telecommuting basis. The work assignment will be handled in the same manner in which non-telecommuting assignments are handled.

### **Non-Exempt Employees**

Non-exempt employees who telecommute must keep track of all time worked when telecommuting and provide this information to the School. Non-exempt employees are not permitted to work overtime unless it has been approved in advance by their supervisor. Non-exempt employees are strongly encouraged to take meal and rest breaks in compliance with SIATech's policies. If non-exempt employees have any difficulty complying with these policies while telecommuting, please inform your supervisor.

### **Confidentiality**

Any School materials taken home by or sent to the home of the telecommuting employee shall be kept secure and confidential and shall not be accessible to others. This includes, but is not limited to, information about our students, our employees and other confidential business information. The School's confidentiality policy will extend to the employees' homes when employees are telecommuting.

### **Work Space / Work Site Inspection**

The telecommuting employee must ensure that the home office is just that: a space set aside for the employee to work and must take appropriate steps to ensure that the home office complies with all applicable occupational and safety laws and regulations. The goal is to ensure that all the requirements to do official work are met in an environment that allows the tasks to be performed safely. The School does not pay for costs associated with working at home, e.g. electrical, heating, etc. The School has the right to visit your home to ensure that your designated work location meets safety, ventilation and ergonomic standards. Such visits will not be scheduled without giving the telecommuting employee 24-hour prior notice and will be conducted during normal business hours.

### **Equipment / Office Supplies / Use of School Equipment**

The School will provide the necessary equipment needed to perform the employee's daily work assignments. All of these items remain the property of the School and must be returned to the School upon request, in case of extended illness, upon the employee's resignation or termination, or if the program ends. When they are to be returned, the employee agrees to return them or to allow the School to arrange to pick them up from the employee's home.

This equipment is considered to be for the School's purposes only and is not for personal use. It is the employee's responsibility to ensure that no one else has access to the School's equipment.

The School, as needed, will provide the telecommuting employee office supplies. Employees' out-of-pocket expenses for other supplies will not be reimbursed unless the purchase of these supplies was approved in advance by their supervisor. Also, the School will not reimburse the telecommuting employee for travel expenses to and from the office on days when he or she is required to come into the office, nor for any home-related expenses such as construction, renovations, heating/air conditioning, lighting, or electricity.

The employee is expected to take reasonable precautions to protect the equipment from theft, damage, or misuse. The School will repair and replace damaged equipment unless it is lost, damaged or stolen through the employee's negligence or abuse.

### **Accidents and Injuries**

The School will be responsible for any work-related injuries under California State's Workers Compensation laws, but this liability is limited to injuries resulting directly from work and only if the injury occurs in the designated work area, during the assigned work hours. The telecommuting employee is responsible for any injuries and liabilities arising from his/her negligence. Any claims will be handled according to the normal School procedure for Workers' Compensation claims.

### **Insurance**

The employee must carry sufficient homeowner's/renter's insurance to cover any loss or damage to equipment supplied by the School. The employee should consult with his/her insurance company or broker to purchase a business pursuits type rider on their homeowner's/renter's insurance policies. Current policies may be null and void without these riders or endorsements as a result of the worker's compensation coverage that is provided by the School for employee related injury while on work time.

### **School's Right to End a Telecommuting Status**

The School has the right to end telecommuting arrangements at its sole discretion. If the telecommuting employee chooses not to work at the office, this will be considered to be a voluntary resignation and will be treated as such under School policies and procedures.

### **Employment Pay and Status / Tax Implications**

It will be the telecommuting employee's responsibility to determine any income tax implications of maintaining a home office area. The School will not provide tax guidance nor will the School assume any additional tax liabilities on a telecommuting employee's behalf. Telecommuting employees are encouraged to consult with a qualified tax professional to discuss these implications.

## TELECOMMUTING AGREEMENT

Name of Telecommuting Employee: \_\_\_\_\_

Name of Supervisor: \_\_\_\_\_

Exempt/Non-Exempt: \_\_\_\_\_

Complete Address of Telecommuting Home Office: \_\_\_\_\_  
\_\_\_\_\_

### **Schedule:**

The employee's telecommuting work days are subject to approval by his/her supervisor. The employee must be available by phone during the core business hours of \_\_\_\_\_ to \_\_\_\_\_. Any changes to the established schedule must be reviewed and approved in advance by the supervisor.

### **Work Hours:**

Work hours will be determined by the School and communicated to co-workers. Telecommuting employee understands, and agrees, that their supervisor may monitor their activities, including, but not limited to, randomly checking their presence, or the hours that they are working by telephone, personal visit, or electronic monitoring.

Travel and mileage between home and office once a day will be non-compensable. For example, if you are asked to come into the office once in a normal telecommuting day, your travel time and mileage would not be compensated. If, however, you are asked to travel further than you would normally have had to travel to come into the office for work, or asked to come into the office more than once a day, such travel time in excess of the normal trip to and from the office will be compensated.

### **Terms of Employment:**

Conditions and terms of employment will not change as a result of telecommuting work. Salary, benefits, leaves and other rights and responsibilities will be equal to those of a non-telecommuting employee. Telecommuting employees are subject to and must abide by all School policies. School policies governing the use of School equipment, facilities, including but not limited to, software, support services, internet, telephones, vehicle, etc. shall apply at the telecommuting work site.

### **Work Assignment and Supervision:**

The School will decide what assignments will be directed to the telecommuting employee. It is expected that the work assignment shall be handled and completed in the same manner in which non-telecommuter assignments are handled and completed.

### **Management Controls:**

The telecommuting employee agrees to comply with established management directives which may include, but are not limited to:

- Scheduled meetings in person, at the usual place of business.
- Regular communication between employee and supervisor.
- Employee participation in staff meetings (via phone or in person).
- Submittal of periodic activity/status reports, and/or other update processes as required by the manager.

### **School Policies and Procedures:**

The telecommuting employee is subject to and required to comply with all School policies and procedures, including the School employee handbook. Among other things, the telecommuting employee is required to comply with all School policies and procedures and specifically work-time assigned and reported.

### **Sick Days And Leaves of Absence:**

Any use of sick days and leaves of absence must be approved by the School. Sick time must be reported as per policy.

### **Dependent Care:**

Telecommuting is not a substitute for dependent care. The telecommuting employee agrees to arrange primary care for dependents while the employee is telecommuting so as not to disrupt the work schedule or productivity.

### **School Property for Business Use:**

All materials and property furnished to the telecommuting employee are for authorized business use only. Such property and materials, including, but not limited to, electronic mail, voice message systems, and computer systems, are not for personal use or for use by family, friends or other third parties. The telecommuting employee agrees that all property and materials furnished by the School shall remain at the alternate work site at all times. It is the telecommuting employee's responsibility to ensure that no one else has access to the equipment.

### **Safe use of the School – Supplied Property:**

The telecommuting employee agrees that all supplied property shall be used by them in a safe manner and in accordance with the manufacturer's specifications. All electronic equipment must be used with properly-grounded electrical outlets. A record will be maintained of property.

### **Safety and Health/Home Office Inspection:**

The telecommuting employee agrees to maintain the home office in a safe condition, free from hazards and other dangers to the employee and/or School-supplied property. Telecommuting employees agree to permit periodic School inspections of the telecommuting employee's home office during the telecommuting employee's normal working hours to ensure:

- (a) Proper maintenance of the School-supplied property
- (b) Work site conformance with Federal, State and Local laws, rules and regulations, including those relating to security and to occupational health and safety including, but not limited to, the following:
  - (i) Adequate lighting
  - (ii) Adequate heat and ventilation
  - (iii) No exposed or frayed wiring or cords
  - (iv) All extension cords to have grounding conductors
  - (v) Surge protectors for all computers, fax machines and printers
  - (vi) Computer components to be kept out of direct sunlight and away from heaters
  - (vii) A First Aid kit easily accessible
- (c) Compliance with the Telecommuting Policy and this document
- (d) Compliance with the School policies and procedures

Safety steps should include the following:

### **Accidents/Work Related Injuries:**

The telecommuting employee must immediately (not exceed 24 hours) report to his/her supervisor and to Human Resources, any injuries or illness related to work being performed for the School at the alternate worksite. The report should be made by the telecommuting employee orally and followed up in writing as soon as possible, normally within 24 hours.

Telecommuting employees will receive the same workers' compensation coverage as non-telecommuting employees for all job-related injuries that occur in the designated home workspace during defined work hours. The School will not be responsible, and there may be no workers' compensation coverage, for any injuries that are non job-related or that occur outside of the designated home workspace or defined work hours.

Telecommuting employees should not have non work-related visitors or invitees to the home work-site during work hours. It is understood that the School is not liable for any injuries to family members, visitors or others, which occur in the telecommuting employee's home with any connection to the work-site or School business.

### **Damage to Employees' Property:**

The School shall not be liable for damages to the telecommuting employee's personal or real property during the course of performance of official duties or while using supplied equipment in the telecommuting employee's alternate worksite.

### **Protection of School Supplied Property:**

Security of the School-supplied property at the telecommuting employee's alternate work site is as important as it is at the School office. The telecommuting employee is required to take reasonable precautions to protect equipment from theft, damage, or misuse.

### **Insurance:**

The telecommuting employee agrees to carry a sufficient homeowner's/renter's insurance to cover any loss or damage to the equipment (copy of the policy is required to be given to supervisor). Telecommuting employees should consult with their insurance company or broker to purchase a business pursuits type rider on their homeowner's/renter's insurance policies. Current policies may be null and void without these riders or endorsements as a result of the worker's compensation coverage that is provided by the School for employee related injury while on work time.

### **Security:**

Security of data and access to systems at the home work site must be respected, in the same way they are in the School office. School files must be kept totally separate from personal files and clearly marked as School. School equipment must only be used for School business purposes and not to be used at any other time for any other purpose unless approved by the supervisor. All confidential and proprietary information must be stored in a secured manner when left unattended in accordance with School policy. Equipment and data must be maintained in a secure area, away from potential tampering or interference from family, pets or others. Care must be taken to dispose of confidential and proprietary data by appropriate shredding or recycling in accordance with School policy.

### **School Supplied Software:**

Supplied computer software is not be duplicated except:

- (a) When authorized in writing in advance by the School.
- (b) Provided the telecommuting employee complies with the terms of applicable software licensing agreements.

### **Non-Reimbursed Expenses:**

The School will not pay for:

- Utility costs associated with equipment use or the additional expense associated with increased occupation of the telecommuting employee's house (i.e., heating, lights, etc.).
- Maintenance or repairs of privately owned equipment even if such equipment is used primarily for School business.
- Office or equipment supplies unless approved in advance by the employee's supervisor.
- Any items not obtained through normal procurement methods.
- Outside expenses associated with establishing, operating, or protecting a home office.

### **Confidentiality:**

No School proprietary information, student-related information, employee related information, trade secret or privileged materials, ("Protected Materials") shall be taken or sent to the telecommuting employees' alternate worksite without appropriate security and/or supervisor's prior knowledge and consent. The telecommuting employee is responsible for maintaining the confidentiality, security, and safekeeping of Protected Materials under the telecommuting employee's control. All Protected Materials must be maintained in accordance with School policies and procedures and kept in a secure location, such as a locked filing drawer, when not being used by the telecommuting employee. The telecommuting employee shall ensure that communications (oral or written) are conducted or maintained in an area where their privileged or proprietary nature, confidentiality, and/or security will not be breached. The telecommuting employee will, if necessary and authorized, dispose of Protected Materials in accordance with School procedures.



### **No Expectation of Privacy:**

The telecommuting employee acknowledges that the School-provided electronic mail, all forms of electronic data communication systems, voice message systems, all forms of electronic storage systems, and computer systems are not private and may be monitored, reviewed, or searched by the School at any time.

### **Tax Law Compliance:**

The telecommuting employee is responsible for his/her compliance with tax laws. The School is not responsible for validating the employee's claim of tax deductions for operations of the alternate worksite if it is located in the telecommuting employee's home. The School will not provide tax guidance to the telecommuting employee nor assume any additional tax liabilities.

### **School's Right to End Telecommuting Program:**

The School has the right to cancel the Telecommuting Program at any time at its sole discretion. If canceled, telecommuting employees and supervisors will arrange for the return of all School-owned equipment, and the telecommuting employees' return to a traditional office site. Supervisors will provide employees with appropriate notice.

### **Amendments:**

This telecommuting agreement may be amended, modified or supplemented from time to time by the School, as necessary to conform to the School's needs or desires in connection with the telecommuting employee's alternate worksite arrangements, to conform to changes in the policy or procedure, or as otherwise necessary to address business needs or to comply with laws, rules, or regulations.

### **At Will:**

This Telecommuting Agreement does not constitute a guarantee of employment for any time period. The telecommuting employee acknowledges that he/she is an employee at will and that nothing in the Telecommuting Policy or the Telecommuting Agreement changes that status nor is that status in anyway changed by the telecommuting employee's participation in the telecommuting program. Either the employee or the School may terminate the employee's employment for any reason, with or without notice as per existing policy.

I have read and understand the Telecommuting Policy and the terms of this Telecommuting Agreement. I agree to undertake the duties, obligations, responsibilities and conditions for telecommuting employees as described in these documents and I agree to perform in accordance with all aspects of the policy and agreement and with School policies and procedures.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**DATE OF ADOPTION BY THE BOARD:**