


# PROCEDURE

<b>Subject</b>	<b>Telecommuting</b>	<b>Number:</b> 2.33.02
<b>Source</b>	Human Resources	<b>Reference (Rule #)</b> 6HX14-2.33
<b>President's Approval/Date:</b> 07/02/2020		

## **PURPOSE:**

To outline the process to be followed for approval of a telecommuting assignment for administrative, professional or career employees.

Telecommuting refers to a workplace arrangement where assigned work is performed away from the employer's regular place of business. Telecommuting assignments may be created when it is determined that it would be in the best interest of the College for an employee to perform assigned work in a location other than a College facility, and where in-person supervision will not be provided on a regular basis. Telecommuting assignments are limited and determined on a case by case basis. Telecommuting may not be used in place of providing office coverage or direct customer support.

## **PROCEDURE:**

A. A supervisor may initiate a request for a telecommuting assignment by submitting a proposal explaining how job duties are appropriate for telecommuting, explanation and schedule of deliverables and how the arrangement would be of benefit to the College. The proposal and supporting documentation shall be forwarded to the appropriate Vice President for review. Telecommuting assignments require approval of the area Vice President and President. The Vice President will consult with the Director of Human Resources, or designee, to determine if the telecommuting arrangement is appropriate.

B. If approved by the Vice President, and President, the employee will be placed on a telecommuting arrangement not to exceed twelve (12) months. The Telecommuting Workplace Agreement/Requirements shall define the terms and conditions of employment, performance expectations, procedures for monitoring work activities, required work schedules and a schedule of deliverables.

1. Overtime, as defined in SCF Work Week/Work Day Procedure (2.33.01), shall not be

worked unless authorized in advance by the supervisor. Failure to obtain advance approval may result in the appropriate disciplinary action.

2. An employee is expected to take all reasonable precautions to safeguard any and all College equipment, records or any other College materials while on a telecommuting assignment.
  3. Telecommuting cannot be used for child care, dependent care or in lieu of taking leave. If a child or dependent is present during the scheduled work hours, arrangements must be made for the care of the child or dependent by someone other than the employee. Specific arrangements may be requested by the Office of Human Resources to be submitted with the Agreement. Failure to adhere to the arrangements may result in termination of the Agreement and disciplinary action.
  4. Telecommuting cannot be substituted for leave. An employee must follow the leave and attendance policies and procedures as outlined.
  5. The employee is responsible for complying with all College policies and procedures. Failure to comply with College policy and procedures may result in termination of the Agreement and disciplinary action.
  6. The supervisor is responsible for monitoring the employee and ensuring that the deliverables are provided per the Agreement.
- C. In a declared emergency, the President may authorize telecommuting when in the best interest of the College. During such emergencies, the requirements of this policy may be excused by the College.
- D. The College reserves the right to end a telecommuting agreement at any time for any reason.

**STATE COLLEGE OF FLORIDA TELECOMMUTING WORKPLACE  
AGREEMENT/REQUIREMENTS**

The following constitutes an agreement between State College of Florida, Manatee – Sarasota and the Employee identified below:

\_\_\_\_\_ Employee

The terms and conditions of the Telecommuting Program:

The employee volunteers to participate in the telecommuting program and to adhere to the applicable guidelines and policies. The SCF representative concurs with the employee's participation and agrees to adhere to the applicable guidelines and policies.

**Duration**

This agreement will be valid for a period of one year \_\_\_\_\_, six months \_\_\_\_\_, 3 months \_\_\_\_\_ beginning \_\_\_\_\_ and ending \_\_\_\_\_.

At that time both parties will participate in a review to determine whether or not to continue the agreement. The availability of telecommuting as a flexible work arrangement for employees of SCF may be discontinued at any time at the discretion of SCF.

**Work Hours**

Employee's work hours and work location are specified in Attachment 1 of this agreement.

**Pay and Attendance**

All pay, leave, and travel entitlement will be based on the employee's position. The employee's time and attendance will be recorded as performing official duties at the official duty station.

**Leave**

Employees must obtain supervisory approval before taking leave in accordance with established SCF procedures. By signing this form, the employee agrees to follow established College procedures for requesting and obtaining approval of leave.

**Overtime**

The employee will continue to work in paid status while working at the home office. Work hours are not expected to change during the telecommuting program. A nonexempt employee who works overtime that has been approved in advance will be compensated in accordance with SCF procedures and applicable law and rules.

**SCF Owned Equipment**

In order to effectively perform their assigned tasks, employees may use SCF equipment at their telecommuting location with the approval of their supervisor. The equipment must be protected against damage and unauthorized use. SCF owned equipment will be serviced and maintained by SCF. The employee is financially responsible for equipment that is lost, stolen, or damaged because of the employee's negligence, misuse or abuse. Equipment provided by the employee

will be at no cost to SCF, and will be maintained by the employee. In the event that legal action is required to regain possession of SCF-owned equipment, software, or supplies, Employee agrees to pay all costs incurred by SCF, including attorney's fees, should SCF prevail.

### **Liability**

SCF will not be liable for damages to the employee's property that results from participation in the telecommuting program. SCF assumes no liability for injury at the remote work site to any other person who would not be in the work area if the duties were being performed at the employee's official work location.

### **Reimbursement**

SCF will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g. utilities) whatsoever, associated with the use of the employee's residence. The employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for SCF, as provided for by statute and implementing regulations.

### **Workers Compensation**

The employee is covered under the Worker's Compensation Law if injured in the course of performing official duties at the home work site. The employee is responsible to maintain a safe and appropriate workspace. However, injuries occurring in other locations in the employee's home ordinarily will not be covered. The employee is liable for any injuries sustained by visitors to their work site. The employee must immediately notify his or her supervisor in the event of an on-the-job injury.

### **Work Assignments**

The employee will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate.

The employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the supervisor according to SCF guidelines and performance standards.

The employee agrees to allow SCF personnel to inspect the employee's designated remote workplace location at mutually agreed upon times to ensure that safe and appropriate working conditions exist.

### **Evaluation**

The evaluation of the employee's job performance will be based on norms or other criteria derived from past performance/occupational standards consistent with SCF guidelines. For those assignments without precedent or without standards, regular and required progress reporting by the employee will be used by the supervisor to rate job performance and establish standards. The employee's performance appraisal, immediately prior to starting to telecommute and during the entire telecommuting period, must indicate an overall rating that is equal to or greater than the rating of on target.

**Records**

The employee will apply approved safeguards to protect SCF records from unauthorized disclosure or damage and will comply with the public record requirements set forth in Chapter 119, F.S. Work done at the telecommuting location is considered official SCF business. All records, papers and correspondence must be safeguarded for their return to the official location. Release or destruction of any records should only be done at the official location according to statute and regulation. Computerized files are considered official records and shall be similarly protected. See Chapter 119, F.S.

**Evaluation Participation**

The employee and supervisor agree to promptly complete and submit telecommuting evaluation materials and to attend periodic group meetings as required by the college.

**Income Tax**

It will be the employee’s responsibility to determine any income tax implications of maintaining a home office area. SCF will not provide tax guidance nor will SCF assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

**Curtailement of the Agreement**

The employee may terminate participation in this program at any time. Management has the right to remove the employee from the program at any time if continued participation fails to benefit organizational needs. The employee agrees to limit performance of officially assigned duties to the official work location or to the SCF approved home location. Failure to comply with this provision may result in termination of the Telecommuting Workplace Agreement/Requirements and/or other appropriate disciplinary action.

_____	_____
Employee	Date
_____	_____
Supervisor	Date
_____	_____
Department Manager	Date
_____	_____
Vice President	Date
_____	_____
President	Date
_____	_____
Director of Human Resources Review	Date

**TELECOMMUTING WORKPLACE AGREEMENT/REQUIREMENTS**  
**Attachment # 1**

**Working Hours and Location**

The following working hours and locations are agreed to in support of the Telework Agreement.

Official Work Location: \_\_\_\_\_

Telecommuting Location: \_\_\_\_\_

**Telecommuting Work Schedule:** (ex: Monday-Friday 8:00 a.m.- 5:00 p.m.)

\_\_\_\_\_

**Describe job duties and how they will be accomplished:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Additional pages may be attached)*

**Schedule of deliverables:** (ex: will provide completed task(s) weekly for review to supervisor)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Department Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Vice President: \_\_\_\_\_ Date: \_\_\_\_\_

President: \_\_\_\_\_ Date: \_\_\_\_\_

Director of Human Resources Review: \_\_\_\_\_ Date: \_\_\_\_\_