

TELEWORKING AGREEMENT

This telework agreement (hereafter "agreement"), effective (date) _____, is between (employee name and position title) _____ (hereinafter referred to as "Employee"), and Northland Pioneer College (NPC.) The parties, agree as follows:

Scope of Agreement

Employee agrees that teleworking is voluntary and may be terminated at any time, by either the Employee or NPC, with or without cause.

Other than those duties and obligations expressly imposed on Employee under this agreement, the duties, obligations, responsibilities, and conditions of Employee's employment with NPC remain unchanged. Employee's salary and participation in the pension, benefit, and NPC-sponsored insurance plans shall remain unchanged.

The terms "remote work location," "remote workplace," or "alternate worksite" shall mean Employee's residence, or any alternate office location approved by the Supervisor. The term "office" shall mean Employee's usual and customary NPC work address.

This agreement shall be construed, interpreted, and enforced according to the applicable state laws.

Work Hours and Leave

Employee agrees that work hours will conform to the terms agreed upon by Employee and NPC.

Employees subject to mandatory overtime agree to obtain advance VP approval before performing overtime. Working overtime without such approval may result in termination of the teleworking option and/or other appropriate action.

Employee agrees to obtain advance supervisory approval before taking leave.

Alternate Workplace

Employee agrees that the alternate workplace is adequate for performance of Employee's official duties. Employee agrees to maintain this workplace in a safe condition, free from hazards and other dangers to Employee and equipment.

Work Schedule and Work Status

Employee agrees to develop a work schedule with Employee's supervisor and Employee's supervisor must agree, in advance, to any changes to Employee's Work Schedule. Employee agrees to maintain contact with their supervisor as specified in the Work Schedule. Non-exempt employee working outside of normal scheduled hours must get prior approval by their supervisor

Employee agrees to perform only official duties and not to conduct personal business while on work status at the alternate work location. Personal business includes but is not limited to caring for dependents or making home repairs.

Employee agrees not to conduct any work-related in person meetings at the alternate work location if that alternate work location is Employee's home.

Work Performance

Employee agrees to provide regular reports if required by the supervisor to help assess work performance. Employee understands that a decline in work performance may result in termination of this agreement by NPC.

Standards of Conduct

Employee agrees to be bound by NPC policies, and procedures while working at the alternate workplace. Violation of the foregoing may result in termination of this agreement and the teleworking privilege.

Supplies

Employee agrees to obtain from the primary workplace all supplies needed for work at the alternate workplace and understands that out-of-pocket expenses for supplies regularly available at the primary workplace will not be reimbursed unless previously approved by that Department's Supervisor.

Equipment

The Employee understands that she/he is expected to use their own furniture, telephone lines, Internet Service and all other equipment when teleworking unless otherwise specified in this agreement.

Security of Confidential Information

Employee agrees that all NPC-owned data, files, software, equipment, facilities, and supplies must be properly protected and secured. NPC-owned data, software, equipment, facilities, and supplies must not be used to create Employee-owned software or personal data. Employee will comply with all NPC and Federal and State policies and instructions regarding security of confidential information. Any software, products, or data created because of work-related activities are owned by NPC and must be produced in the approved format and medium.

Employee agrees to protect NPC records from unauthorized disclosure or damage and will comply with all requirements of law regarding disclosure of NPC information. Failure to comply could result in disciplinary action and/or termination.

Reimbursement

Employee agrees that NPC will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities, insurance) whatsoever, associated with the use of Employee's residence or computer equipment. NPC will reimburse Employee for expenses authorized by Employee's supervisor and incurred while conducting business for NPC.

Liability for Injuries

Employee understands that Employee is covered under Arizona Workers' Compensation law if injured while performing official duties at the primary workplace or at the alternate workplace designated on the self-certification checklist. Employee agrees to notify Employee's supervisor and HR immediately of any accident or injury that occurs at the alternate workplace and to complete any required forms. Department agrees to investigate such a report immediately.

Employee understands that NPC will not be liable for damages to Employee's personal or real property while Employee is working at the alternate work location, except to the extent decided to be liable under applicable state laws.

To the extent permitted by law, Employee will not attempt to hold the college responsible or liable for any loss or liability in any way connected to the employee's non-work-related use of their own home.

Other Action

Nothing in this agreement precludes NPC from taking any appropriate disciplinary or adverse action against Employee if Employee fails to comply with the provisions of this agreement or terms and conditions of employment as outlined in the Employee Handbook and NPC Policies and Procedures

Participation in Studies and Reports

Employee agrees to participate in studies, inquiries, reports, or analyses relating to teleworking at NPC's direction.

Equipment, Supplies, and NPC Assets

List any NPC or state equipment that will be used at the alternate workplace (attach additional documentation as needed):

| Item: | Inventory No.: | Date Out | Date Returned |
|-------|----------------|----------|---------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

Cancellation of Agreement

Employee’s participation as a teleworker is entirely voluntary and is available only if Employee is deemed eligible at NPC’s sole discretion. There exists no right to telework. Either party may cancel Employee’s participation as a teleworker, with or without cause, upon reasonable notice thereof, in writing, to the other. NPC will not be held responsible for costs, damages, or losses resulting from cessation of participation as a teleworker. This agreement is not a contract of employment and may not be construed as one.

Term of Agreement

This Agreement shall become effective as of the date first written above. The agreement will be reviewed by the employee and supervisor each contract year. Any changes will require a new agreement to be signed by all parties and sent to the Human Resources office. It is the responsibility of the supervisor to review the agreement with their employees, and inform Human Resources of any changes. Any changes not on file in the Human Resources departments will not be recognized.

I have read and understand this agreement and the Telework policy and agree to abide by and operate in accordance with the terms and conditions described in both documents. I agree that the sole purpose of this agreement is to regulate Telework and that it constitutes neither an employment contract nor an amendment to any existing contract and may be canceled at any time.

Teleworker’s Signature Date

Supervisor’s Signature Date

Appropriate Cabinet Member Signature Date