

TELECOMMUTING AGREEMENT

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE SOUTH CAROLINA DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS (DDSN). THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. DDSN RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT.

This is an agreement between _____ (Agency) and _____ (Employee) and shall cover the period from _____ through _____.

This Agreement establishes the terms and conditions of Telecommuting. The employee agrees to participate in the telecommuting program and to follow the applicable guidelines and policies. The Agency agrees with the employee's participation. The employee's signature on this agreement constitutes acceptance of the terms listed throughout the Agency Telecommuting Policy.

Notice of Intent to Collect Private Information

As part of this Telecommuting Agreement, the employee shall provide the address of telecommuting location and any contact information for that location, including home phone and/or personal cellphone. If such information changes, the employee has an affirmative duty to inform their supervisor of the updated telecommuting address and phone number before the move. Failure to provide this information initially and after any change will result in the employee being unable to telecommute. This contact information may be shared with human resources, executive leadership, agency safety staff, agency supervisors, and any other agency or state employee with a business need to access this information.

Designation of Alternate Workplace and Hours

The following are the working hours and locations agreed to by both parties:

General Work Hours			
Day	Hours		Location
	From	To	P-Primary Workplace A-Alternate Workplace
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

Primary Workplace: _____

Address (include zip code): _____

Phone Number (include area code): _____

Alternate Workplace: _____

Address (include zip code): _____

Phone Number (include area code): _____ Fax (if applicable): _____

Cellphone (include area code): _____ Email Address: _____

Equipment Used in Alternate Workplace

The following table lists the agency or state equipment that will be used at the alternate workplace (attach additional documentation if needed):

Item	Inventory Number	Date Out	Date Returned

Special Conditions or Additional Agreements (List if applicable):

I have read and received a copy of the Telecommuting Policy and fully understand issues regarding: pay, attendance, advancement, leave, overtime, office location, liability, workers compensation, operating costs, safety, evaluation, termination of agreement, and equipment maintenance.

(Employee) My supervisor has reviewed my performance expectations with me, and these expectations are documented in my EPMS planning stage.

(Employee) I agree that I am responsible for attending all required meetings, unless my supervisor approves otherwise.

(Employee) I agree to be available and accessible during the telecommuting scheduled hours for customers, co-workers, and supervisors/managers. Regardless of my telecommuting arrangement, I can be required to report to the office location at any time with or without advance notice.

(Employee) I understand that all personal activities, including child and dependent care, pet care, housework, yardwork, personal errands, etc., should be done only during established break times, lunch time and before and after work hours. I understand and agree that I am prohibited from providing dependent care (either to a child or an adult) while working at the alternate work location.

(Employee) I understand that telecommuting agreements are not transferable from one position to another and this agreement is valid only for my position at the time the agreement is signed.

(Employee) I agree to return all agency equipment, supplies, material and/or other property immediately upon request, termination of participation in the Telecommuting program and/or termination of employment.

(Employee) I agree to inform my manager or supervisor any time there is an actual or suspected security issue that arises during my work at an alternate workplace.

(Employee) I understand that the agency is not liable for any damages to my personal or real property while I am performing official duties my alternate workplace.

(Employee) I agree that I will not conduct any face-to-face agency business at my telework location.

(Employee) I agree to immediately report to my manager or supervisor any work-related injuries that occur while in the Telecommuting arrangement.

(Employee) I agree to provide certificates of my homeowners' or renters' insurance and to submit any renewal or changes as needed, if requested.

(Employee) I agree that it is my responsibility to ensure compliance with any local zoning ordinances related to working at home or maintaining a home office.

(Employee) I agree that any tax implications of telecommuting are entirely my responsibility as the telecommuter. *(Telecommuters are encouraged to seek professional advice in this area).*

We agree to abide by the terms and conditions of this agreement.

Employee Signature

Date: _____

Supervisor Signature

Date: _____

Agency Head or Designee

Date: _____