

Telecommuting Agreement

This Telecommuting Agreement is entered into between the University and _____ (“Employee”) regarding the conduct of work in an off-site setting (defined as “telecommuting”). This Agreement is subject to the University’s Flexible and Telework Arrangements Policy (“Policy”), and all other University [policies](#), each of which is incorporated by reference herein. This agreement may be terminated by the University, with or without cause. In the event this agreement is discontinued, the department will notify the employee as far in advance as is feasible under the circumstances.

1. Employee agrees this Telecommuting Agreement is not a contract of employment, and does not alter the at-will nature of Employee’s employment with the University. This Telecommuting Agreement is entered solely as a matter of convenience as to both the University and Employee. As such, telecommuting is not an employee benefit, and no employee is entitled to or guaranteed the opportunity to telework.
2. This Telecommuting Agreement will be supervised by [_____, and _____] (“Supervisor” and “Manager/Unit/Department head”), [Titles], at the University.
3. The Employee’s salary, job responsibilities, and benefits, including vacation, sick leave and travel benefits, will not change because of this Agreement.
4. Employee must comply with all University policies while working off-site.
5. Employee's telework schedule is as follows:
 - Telecommuting Work Schedule. The Employee will work on a full-time basis and will telework a maximum of [FILL IN NUMBER] day[s] per week. The designated day[s] for telecommuting shall be [FILL IN DAY].
 - Core Hours. While telecommuting, Employee’s daily “Core Hours” when they must be available to others are between _____ a.m. and _____ p.m.
6. Office Presence. Employee is required to work on University premises on those working days when they are not telecommuting. At the supervisor’s request, Employee agrees to report to the University, even on normally scheduled telecommuting days, as the supervisor may require due to the business needs of the University.
7. Separate Work Area. Employee must maintain a separate work area designated in the off-site setting for the performance of all work pursuant to this Telecommuting Agreement (“Work Area”). The Work Area must at all times be secure and maintained in a safe condition. The Employee’s remote location is located at the following address: _____ . Workers Compensation benefits will apply only to injuries to Employee occurring within the Work Area and which arise out of and during the course of employment. Employee must report any such work- related injuries

to their supervisor immediately. The University is not responsible for personal injuries or property damage unrelated to such work activities that might occur in the Work Area, and under no circumstances shall the University be responsible for the injuries or damages to third parties.

8. **Required Communications:** While working from a remote location, the Employee shall: (1) answer calls and respond to emails in a timely manner; (2) engage in any required communications with their supervisor and coworkers; and (3) have office calls forwarded to the remote site.

9. **Equipment/Services and Data Security:** The use of University-issued computing equipment (laptop or Virtual Desktop) to access University systems and services is **required**. Prior to the approval of any Telework Agreement, IT Central must review the hardware and software configurations being utilized to access University systems. During this review process, certain modification may be made on the device to ensure compliance with IT policies. These settings must be retained throughout the entire period covered by the agreement.

Additionally, all telecommuting employees must complete The New School online information security awareness training prior to entering into this Agreement. In addition, employees must review and abide by the University's Information Security Policy at <https://it.newschool.edu/sites/default/files/uploads/documents/Information-Security-Policy.pdf> and Information Resource Acceptable Use Policy at <https://it.newschool.edu/sites/default/files/uploads/documents/Information-Resource-Acceptable-Use-Policy.pdf>

10. **NOTE:** The University will not reimburse Employee for the cost of expenses related to the Work Area, including heat, water, electricity, network/telecommunications costs, or any insurance coverage not provided by the University. Personal tax implications, if any, related to the Work Area shall be Employee's responsibility.

11. The ability to work in an off-site location is a matter of the University's absolute and unilateral discretion and exists for no purpose other than the convenience of the University and Employee.

I agree to the conditions set forth above, and further agree not to download, store or print any sensitive, restricted, or confidential information on any personal device.

Executed and effective as of [insert date].

EMPLOYEE

FOR THE NEW SCHOOL

Employee Signature

Supervisor Signature

Name & Title

Manager/Unit/Department Head
Signature³

Name & Title

Felix Niculescu, Assistant Director, IT
Central Signature⁴

Asset Tag #:

³ The Manager/Unit/Department head shall forward all approved Telecommuting Agreements to the Director, IT Central for final signature and approval.

⁴ The Assistant Director, IT Central shall return all signed and approved Telecommuting Agreements to the Manager/Unit/Department head.