

This Telecommuting Work Agreement shall set forth terms and conditions under which _____ shall perform their job duties for Forward Careers, Inc. (FCI) at a location other than FCI's office located at _____. Such alternate location will be a designated location within your home, or another work environment pre-approved by FCI.

1. Terms:

The term of this Agreement shall commence _____ and shall continue until terminated in accordance with this Agreement. This Agreement is not an employment contract and does not guarantee your continued employment at FCI; your employment with FCI shall continue to be at will and nothing set forth herein shall alter your status as an at will employee of FCI. It is understood and agreed by the parties that entrance into this Agreement is voluntary and has been deemed acceptable to both you and FCI. You understand that this Agreement is currently possible based on your position, performance, and business needs.

Therefore, FCI may change or discontinue this Agreement at any time and for any reason, or no reason whatsoever. If you no longer wish to continue the arrangement set forth herein, you will promptly inform your FCI supervisor **and** Human Resources.

Temporary terms may be considered under unusual circumstances such as short or long-term distributions that may disrupt operations.

2. Objective:

Telecommuting allows employees to work at home, on the road, or in a satellite location for all or part of their workweek. Forward Careers, Inc. considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a companywide benefit, and it in no way changes the terms and conditions of employment with Forward Careers.

3. Procedure:

Any telecommuting arrangement made will be on a trial basis for the first three months and may be discontinued at will and at any time at the request of FCI. Every effort will be made to provide 30 days' notice of such change to accommodate commuting, child care, and other issues that may arise from the termination of a telecommuting arrangement. There may be instances, however, when no notice is possible.

4. Eligibility:

Before entering into any telecommuting agreement, the employee and manager, with the assistance of Human Resources, will evaluate the suitability of such an arrangement, reviewing the following areas:

- **Employee Suitability:** The manager will assess the needs and work habits of the employee.
- **Job Responsibilities:** The manager will assess the job responsibilities, grant requirements, and business needs to determine if the job is suitable for a telecommuting arrangement.
- **Technology/Workspace:** The manager will consider the employee's access to technology needed to complete job responsibilities, workspace design considerations, and appropriate locations for telework.

If the employee and manager agree, and the President concurs, a telecommuting agreement will be prepared by Human Resources and signed by all parties.

Evaluation of telecommuter performance will include regular interaction by phone and e-mail between the employee and the manager, and weekly face-to-face meetings to discuss work progress and problems (**exemptions made during COVID-19**). Evaluation of telecommuter performance will be consistent with that received by employees working at the office in both content and frequency.

5. Security:

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company and client (both program participants and businesses) information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, Information Technology, Email, Internet & Social Media Use Policy, PII & Confidentiality Policy, current and future Data Sharing Agreements, and any other measures appropriate for the job and the environment.

6. Employee-Owned Equipment:

FCI will not assume responsibility for cost, repair, or service when authorizing employees to use their own equipment, unless approved by management. FCI does not have the ability to troubleshoot issues with individual Internet Service Providers (ISP). Network outages fall solely on the Internet Service Provider and are not controlled by FCI.

7. Safety:

FCI is interested in the employee's health and safety while teleworking at home. For this reason, the employee will be required to maintain a designated work area at home. Designated area must be kept clean, professional, and safe at all times by employee.

8. FCI will not pay for the following expenses:

- Maintenance, repairs, or service, to privately owned equipment including phone and Wi-Fi.
- Utility costs associated with the use of the computer or occupation of the alternate work site.
- Homeowners' or Renter's Liability Insurance to cover the use of space in the alternate work site.
- The cost of construction or renovations to the home.
- Travel expenses associated with regular home to work travel.

9. Ad Hoc Arrangements:

Temporary telecommuting arrangements may be approved for circumstances such as short or longer term disruptions including inclement weather, cyber-attacks, fires, pandemics, special projects, etc. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate.

Employee Name:	
Employee Title:	
Department:	
Supervisor:	
Proposed Start Date:	
Proposed End Date:	

1. I understand that my duties, obligations, responsibilities and conditions of employment with Forward Careers, Inc. (FCI) remain unchanged except those obligations and responsibilities specifically addressed in this agreement. My wage and benefits remain unchanged as well as a result of my telecommuting.
2. I understand that this agreement is voluntary and may be revoked or modified by FCI at any time for any reason. I understand that this agreement does not create an entitlement to continued telecommuting. If the agreement is terminated, a reasonable time will be given for me to transition back to the worksite.
3. For Employees Residing Outside of Wisconsin: I agree that income taxes will be withheld based on employment at Forward Careers, Inc. in Wisconsin, not on the location from which I telecommute. I agree that I am responsible for tax consequences and other legal implication that may occur, including local zoning restrictions.
4. I agree that I will not be the primary care provider for any dependent during my work hours and I will make regular dependent care arrangements during telecommuting periods.
5. I agree that client meetings will not be held at my home under any circumstances. Meetings will be primarily scheduled at the closest FCI location, with secondary consideration being given to other pre-approved locations by management.
6. I agree that my total number of work hours will not change due to my telecommuting and I will continue to be responsible for reporting my time as required by FCI procedures.
7. I agree that my work hours, overtime compensation, use of PTO, and requests for an unpaid Leave of Absence will conform to FCI policies and procedures.
8. I agree that I must report to my FCI work location as required by my supervisor or management for department meetings, training, etc.
9. I agree to maintain a safe and secure work environment and to designate a remote workspace to accommodate any equipment to be used in my work. I will protect the workspace from any hazards and dangers that could foreseeably affect the equipment and me. I will immediately report any damage to FCI equipment to my supervisor **and** IT manager.
10. I agree to report work-related injuries to my supervisor **and** FCI Human Resources within 24 hours or at the earliest reasonable opportunity. I agree to hold FCI harmless for injury to others at the off-site worksite.
11. I agree to restrict use of FCI-provided equipment and supplies located in my remote worksite to the same policies that apply to equipment at a regular on-site location.
12. I agree to implement all generally accepted computing security measures, including ensuring that FCI-provided anti-virus and anti-spyware subscriptions are kept current, and promptly notifying FCI's IT Manager of any warning messages stating they are not current. Any wireless connection must be encrypted using the encryption protocol of FCI.
13. I agree to notify FCI's IT Manager immediately if symptoms of a virus or spyware infection occur.

14. I agree to be responsible for my own expenses related to privately owned equipment and it's services, utility costs associated with the use of the computer or occupation of the alternate work site, homeowners' or renter's liability Insurance to cover the use of space in the alternate work site, cost of construction or renovations to the home, and travel expenses associated with regular home to work travel.
15. I agree to maintain the confidentiality of materials I access as part of my employment and to abide by FCI's policies for employees, including those covering information, security, software, software licensing, and data privacy as well as the requirements applicable to FCI's state and federal grant requirements.
16. I agree not to download any FCI data or information onto my personal computer. Data which is emailed must remain on MATC, MPTC or WCTC protected services. I agree that unencrypted FCI Customer (program participant or business) PII will not be stored on the local disk drive of my computer. It will be stored on a server and accessed through the MATC, MPTC or WCTC or encrypted with proper provisions made for recovery. Notwithstanding the above, I agree that I will promptly notify FCI's IT Manager if a computer containing sensitive information is stolen or lost.
17. I understand that all equipment, records, and materials provided by FCI remain the property of FCI.
18. I understand that the IT Manager will run diagnostics and do maintenance on my computer on a quarterly basis. I agree to schedule this with the IT Manager either during regular onsite meetings and/or remotely.
19. I agree to return FCI equipment, records, and materials within seven (7) days of termination of this agreement. All FCI equipment will be returned by me for inspection, repair, replacement, or repossession within seven (7) days of written notice.
20. I agree to be available during the assigned business hours, as stipulated in this agreement, for communication by phone, voice mail, email, text, etc.

I have read the contents of this Telecommuting Agreement and I certify that I will abide by all of the requirements of this Agreement.

Employee Signature:	
Signature Date:	

Completed by Employee

1. In detail, outline the work to be accomplished while telecommuting:

2. Reason for telecommuting request:

3. Proposed Telecommuting Schedule:

Start Date: _____

End Date: _____

Start Time: _____

End Date: _____

4. Remote Work Address:

5. Is this the employee's residence? ☐ Yes ☐ No

6. Name of Employee's Internet Provider: _____

a. Router Model: _____

b. Is employee's internet public or private? ☐ Public ☐ Private

7. Contact Phone Number:

8. Requesting Equipment/Supply: ☐ Yes ☐ No (if no, skip to #8)

a. Equipment to be provided by Forward Careers (per line item, describe equipment and provide serial number)

Equipment: _____ Serial #: _____

Equipment: _____ Serial #: _____

Equipment: _____ Serial #: _____

(Note: due to grant restraints, limited equipment is available. Contact IT Manager to discuss security and software/hardware requirements.)

9. Employee will Use Personal Equipment: ☐ Yes

a. Equipment to be provide by employee (per line item, describe equipment and security/software

Equipment: _____

Anti-Virus & Anti-Spyware: _____

Equipment: _____

Anti-Virus & Anti-Spyware: _____

Completed by Management

Based on a review of suitable considerations outlined in Forward Careers Telecommuting Policy, we have concluded that telecommuting is appropriate under the circumstances. The above-named employee is granted approval to participate in accordance with the agreement set forth above.

Reviewed by Human Resources: ☐ Yes ☐ No _____ HR Initial

Supervisor's Signature:

Date:

President's Signature:

Date:

Please submit completed form to Human Resources.