

EMPLOYEE TELECOMMUTING AGREEMENT

**Employer:** Northwest Educational Service District 189  
1601 R Avenue  
Anacortes, WA 98221

**Employee:** \_\_\_\_\_  
(Proposed telecommuting site address) \_\_\_\_\_, WA \_\_\_\_\_

Pursuant to Policy 5225 the following telecommuting request will be permitted up to sixty percent (60%) of the scheduled work days per month (to be reviewed at least once annually) and adhere to the following:

**Productivity:**

1. The Employee understands and agrees that telecommuting work hours are to be used exclusively to complete the Employee’s assigned work duties. The Employee understands and agrees that dependent care or other personal objectives shall not be undertaken concurrently with work duties during the telecommuting work hours, excepting the Employee’s lunch and break times.
2. The Employee understands and agrees that he or she shall be required to maintain productivity levels while telecommuting that meet or exceed the Employee’s productivity level at the Employer’s work site. The Employee acknowledges and agrees that productivity performance shall be measured by their annual evaluation or at any time as determined by their supervisor.

**Supervision and Communication:**

1. The Employee understands and agrees that he or she shall be required to check in with their supervisor on a mutually agreed upon schedule which could occur via phone, email, shared calendar/ document or other mutually agreeable means. Telecommuting employees are expected to be reasonably available to clients and team members by email, phone, and/or video conference during their regularly scheduled work hours.
2. In the event a situation or issue requiring the attention of a supervisor arises during a telecommuting shift, the Employee is responsible for contacting his or her supervisor as necessary and appropriate to timely address such situation or issue.

**Telecommuting Site:**

1. The Employee agrees to telecommute at a preapproved work site that is suitable to meet the employee’s obligations under this Agreement (the “Telecommuting Site”).
2. The Employee is responsible for and agrees to ensure that the Telecommuting Site, including the work station, bathroom, and all areas utilized by the Employee under the telecommuting

arrangement, is a suitable, safe, and ergonomically correct working environment. The Employee agrees to immediately report to the Employer any problems or concerns regarding safety or ergonomic issues. The Employee's obligations under this Section are absolute, and failure to meet any such obligation shall preclude recovery against the Employer for any damage, loss, or injury arising out of conditions of the Telecommuting Site.

3. The Employee understands and agrees that the Employer may obtain review of the Telecommuting Site at reasonable times and upon reasonable request.
4. The Employee understands and agrees to ensure that the computer used at the telecommuting site is either a NWESD 189 laptop, or, if an employee-owned computer, that it is secure and password protected for the sole use of the employee and that all precautions will be taken to protect work-related passwords and Family Educational Right to Privacy (FERPA) and the Health Insurance Portability and Accountability Act (HIPPA) information.

**Equipment, Materials and Supplies:**

The Employee is responsible for and agrees to provide the equipment and software necessary to complete his or her telecommuting duties, to maintain the required confidentiality, and to meet productivity requirements. The NWESD may at its discretion provide technology resources and other support to facilitate telecommuting but is not required or expected to do so.

**Change or Termination of Telecommuting Arrangement:**

The Employee understands and agrees telecommuting is premised on an expectation of mutual trust and accountability between an employee and supervisor for maintain the expected levels of performance, service, and responsiveness. Telecommuting is a privilege and either the Employee or the Employer may terminate the telecommuting arrangement at any time.

**Miscellaneous:**

1. Survival. The Employer's right to recover or defend in any action based on a breach by the Employee of any representations, covenants, and other obligations under this Agreement shall survive the termination of the telecommuting arrangement.
2. Attorney's fees. In the event of dispute arising out of either parties' breach of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees for the costs of mediation, arbitration, or litigation, including the costs of appeal.
3. Telecommuting may not exceed sixty percent (60%) of days in a month without approval from the superintendent for unique and temporary situations as covered in the policy.

**Acknowledgment:**

The Employer and the Employee have read Board Policy 5225 and agree to the telecommuting arrangement, terms, and conditions as set forth above and by Policy 5225 .

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor or Department Director Recommendation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assistant Superintendent with Departmental Oversight

\_\_\_\_\_  
Date

Superintendent Action

( ) Approve ( ) Denied

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
Date