

Temporary Telecommuting Agreement

Due to COVID-19

I. General Work Arrangement

1. This is an agreement between _____ and _____ (“Employee”) to establish the terms and conditions for performing work at an alternate work site on a regular basis (e.g., on the same day every week, or on some routine basis).
2. This agreement begins on _____ and continues until _____. This agreement will be reviewed at least annually. This agreement may be modified or cancelled with seven (7) calendar days written notice and will terminate automatically if Employee ceases to be employed by the University. The following conditions apply:
 - a. Employee’s telecommuting work schedule is: _____.
 - b. Employee’s regular telecommuting site location is: _____.
 - c. Employee’s regular telecommuting phone number is: _____.
3. While telecommuting, Employee will:
 - a. remain accessible during the telecommuting work schedule;
 - b. check in with their supervisor to discuss status and open issues;
 - c. be available for teleconferences, scheduled on an as-needed basis;
 - d. be available to come in to the office if a business need arises;
 - e. obtain supervisor approval before working any overtime hours (if Employee is non-exempt); and
 - f. request supervisor approval to use vacation, sick, or other leave in the same manner as when working at Employee’s regular work location.
4. Employee’s duties, obligations, responsibilities, and conditions of employment with the University remain unchanged except those obligations and responsibilities specifically addressed in this agreement. Job responsibilities, standards of performance, and performance appraisals remain the same as when working at the regular University work site. The supervisor reserves the right to assign work as necessary at any work site.
5. The parties acknowledge that this agreement may be evaluated on an ongoing basis to ensure that Employee’s work quality, efficiency, and productivity are not compromised by the telecommuting arrangement described herein.
6. Employee agrees that telecommuting is not a substitute for dependent care. Except for periods of approved leave or University holidays, Employee will arrange for someone else to provide regular dependent care during the telecommuting work schedule.

II. Safety & Equipment; Information Security

1. Employee agrees to maintain a safe, secure, and ergonomic work environment and to report work-related injuries to Employee’s supervisor at the earliest reasonable opportunity. Employee agrees to hold the University harmless for injury to the person or property of others at the telecommuting site.
2. Regarding space and equipment purchase, set-up, and maintenance for telecommuting purposes:
 - a. Employee is responsible for providing a suitable designated work space, telephone, and Internet capabilities at the telecommute location, and shall not be reimbursed by the employer for these or related expenses. Internet access must be via a network with bandwidth equivalent to the Employee’s regular University work site.

- b. Employee agrees to protect University-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. The precautions described in this agreement apply regardless of the storage media on which information is maintained, the locations where the information is stored, the systems used to process the information, or the process by which the information is stored.
 - c. Employee agrees to abide by all University policies and rules concerning the use of computer equipment and other information technology devices, including any personal devices that obtain connectivity to the University network.
 - d. Employee agrees to report to Employee's supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.
 - e. Employee understands that all equipment, records, and materials provided by the University shall remain the property of the University.
 - f. Any equipment furnished by Employee will be provided and maintained at no cost to the University.
3. Employee understands and agrees that Employee's personal vehicle may not be used for University business unless specifically authorized in writing by Employee's supervisor in advance of such use.
 4. Employee agrees that no face-to-face University-related business may occur at the telecommuting site.
 5. With reasonable notice and at a mutually agreed upon time, the University may make on-site visits to Employee's telecommuting site to ensure that the designated work space is safe and free from hazards, provides adequate protection and security of University property, and to maintain, repair, inspect, or retrieve University property.
 6. Employee agrees to return University-owned equipment, records, and materials within _____ days of termination of this agreement. Within _____ days of written notice, Employee must return University-owned equipment for inspection, repair, replacement, or repossession.
 7. Employee understands that Employee is responsible for the tax and insurance consequences, if any, of this arrangement, and for conformance to any local zoning regulations.

I hereby affirm by my signature that I have read this Telecommuting Agreement and understand and agree to all of its provisions.

Employee

Date

Supervisor

Date

Date

Please send this signed agreement to the Office of Human Resources. The employee and the supervisor should each keep a copy of this agreement for future reference.

Cabinet Member Approval

Date