Middle Georgia State University
TeleWork Agreement

Memorandum

To:_____

From: _____

Date: _____

RE: Telecommuting Agreement

This memorandum shall serve as an agreement between the employee named above and the Department of _____ through which the employee will be allowed to utilize telecommuting to perform the duties and responsibilities of his/her position from a location other than the primary departmental office located at _____. This agreement shall be referred to as the "telecommuting agreement" and is authorized by the department on a.) a trial basis, or b) for the period designated below.

As the employee approved for telecommuting, it is important for you to understand that we, as the employer, may change any of the conditions or requirements of the telecommuting agreement at any time during the period of the agreement. Also, Middle Georgia State University management reserves the right to cease this arrangement altogether at anytime.

1. DURATION:
This agreement will be valid beginning on _____and ending on _____. (Not to exceed one year, but renewable in one year increments). Thirty (30) days prior to the end of the of the period, or at any time during the telecommuting period, both parties will participate in a review, which can result in the reactivation or termination of the agreement.

2. WORKING LOCATION:
As an employee approved for telecommuting, you agree to maintain an office or adequate work space at your residence located at _____. This office location will be considered your telecommuting work location. Unless your work location is specified in your official campus job description as being regularly assigned to a remote location/site, you will not be reimbursed for mileage associated with traveling to the main campus.

3. WORKING HOURS:
Under the terms of this agreement, you are approved to telecommute _____ day(s) per _____ (generally week or month), which shall generally (option a) be on ____ (day) of each week or (option b) vary week to week. On the days you are approved to telecommute, you are expected to be productive and actively engaged in work *at least* 9 hours a day during the department's normal business hours of 8:00 a.m. to 5:30 p.m., Monday - Thursday, with a thirty minute break for lunch, and 8:00 a.m. - 12:00 p.m., Friday, while working from your home office during this telecommuting period. If you are an exempt employee (paid monthly), your monthly leave report showing any leave taken will be turned in as normal on the last working day of the month. If you are a non-exempt employee (hourly paid), your weekly work log showing all hours worked must be turned in on Monday mornings, by 9 a.m. for the preceding week. You must obtain supervisory approval within a timely manner before taking leave in accordance with established office procedures and institutional policy.

Please continue to submit your leave requests to_____.

When necessary, we may inform you in person, via email or telephone of an office meeting that will require your presence on campus. We will do our best to give you at least 24 hours notice but shorter notice is possible and acknowledged.

As an employee approved for telecommuting, you agree and understand that telecommuting requires that you be able to devote 100% commitment to working during the regular work hours specified above and that you will make arrangements to ensure that household duties, including child care, do not interfere with work time or are not conducted or performed during the normal work time.

4. TELEPHONE/COMPUTER/NETWORK & EQUIPMENT ACCESS & USE

As an employee approved for telecommuting, you agree and understand that you will be expected to be accessible by telephone and thus will maintain a telephone line that can be used for phone calls at your own expense. To the extent possible, personnel at an institution's primary location will call you to minimize long distance expenses for you, but you agree and understand that there may be times when you will incur telephone charges in the performance of your duties and will do so at your own expense, without expectation of reimbursement. You further agree to have the phone line available to send and receive faxes as necessary. If your phone line cannot accept faxes, arrangements will be made to make any printer issued to you facsimile-compatible. In addition to a landline that can be used as outlined above, we will provide you with a personal digital assistant (PDA) that may also be used as a cellular phone and the cost for this device and the associated service will be covered by the departmental budget.

Access to the information technology network and other applicable technology will be set up in accordance with Middle Georgia State University policy.

Option 1: During the period of this telecommuting agreement, the Department of _____ will provide you with an institutional computer and printer for your use in carrying out the duties and responsibilities of your position. You are authorized to use this computer and the network access referenced above in accordance with all applicable institutional computer use and information technology policies. Failure to adhere to institutional computing and IT use policies may result in revocation of use privileges, revocation of this telecommuting agreement, and possibly termination of employment. You will be required as a condition of employment to maintain internet access from your home office.

The specific list of equipment provided to you for use under this agreement includes:

> List of equipment An equipment loan agreement form must be completed and approved for any equipment provided under this agreement prior to removal of state property from the regular work site.

It will be your responsibility to ensure the appropriateness and safety of the equipment at all times. The equipment must be protected against damage and unauthorized use. Middle Georgia State University owned equipment will be serviced and maintained by the Middle Georgia State University. Equipment provided by the employee will be at no cost to the Middle Georgia State University, and will be maintained by the employee.

You agree not to use Middle Georgia State University owned equipment for personal purposes.

Option 2: During the period of this telecommuting agreement, you will be expected to provide your own internet accessible computer and printer to support your work activities. You will be required as a condition of employment to maintain internet access at your own expense.

5. **WORK ASSIGNMENTS**

You will receive your work assignments by corresponding with your immediate supervisor on a daily basis at the beginning of the work day or as necessary during the day, and/or by picking up assignments at the _____ location. Work assignments may also be communicated by phone or sent by mail. If there are any questions or concerns about your assignments, you are expected to inform your immediate supervisor of them at the time of receipt.

Once assignments have been completed, you may either send them via email or return them to the same location used for pick up unless otherwise specified by your immediate supervisor.

6. PHYSICAL HOME OFFICE SPACE, LIABILITY

You agree to have a designated work area in your home. If there are any injuries while you are working, the workers' compensation coverage will be limited to occurrences in the designated work space (or during work-related travel). Also if such an injury were to occur, it will be investigated in accordance with the standard workers' compensation procedures promulgated by the Georgia Department of Administrative Services (DOAS).

If there is an illness or injury, which is a result from the condition of this home office arrangement, the Middle Georgia State Univeristy is released from any possible liability.

The Middle Georgia State University will not be liable for damages to the employee's property that results from participation in the telecommuting program.

The Middle Georgia State University will not be responsible for visitors or family injured at the work site.

Under the terms of this agreement, you are responsible for setting up an appropriate work environment within your home. The Middle Georgia State University will not be responsible for any cost associated with the setup of a home office. Upon your request, Middle Georgia State University will consult with you on any modifications or requirements to operate Middle Georgia State University-owned equipment at the home office.

You will be required to provide us with a statement, by _____ date, to confirm that you have met the reasonable standards to include health and safety requirements (including an ergonomically sound workstation) and promise to maintain it in the condition for the duration of the telecommuting period.

7. CURTAILMENT OF THE AGREEMENT:

The employee's supervisor or unit head may terminate participation in this agreement at any time. Management also reserves the right to remove the employee from the program at any time. ***Upon reasonable notice of not less than seven (7) working days,*** the employee will be expected to report for work at the primary departmental office location or other location as assigned by the supervisor.

The employee agrees to limit performance of officially assigned duties to the work location specified in paragraph 2. Failure to comply with this provision may result in termination of the Telecommuting Agreement, and other appropriate disciplinary action.

We look forward to working with you on this telecommuting assignment and will appreciate any input from you during this process on how we may assist you and our office with ensuring that you are productive and able to meet job expectations under this agreement.

I accept the terms and conditions of this agreement, as provided to me by the employer. I understand what is expected of me during the period of this telecommuting agreement. If there are any concerns regarding this arrangement, I will immediately alert _____, for clarification and resolution.

Employee (printed name):_____ Date:_____

Employee (signature):_____ Date:_____

Supervisor (signature):_____ Date:_____

Executive Director (signature): _____ Date:_____

VP (signature): _____ Date:_____

President (signature): _____ Date:_____

Middle Georgia State University Policies

During the period of this agreement, the employee agrees that he/she shall be covered by all Middle Georgia State University policies and procedures surrounding employment. The dates shown in the duration section are not to be construed as a contract and do not guarantee continuation of employment during the period.