



TELEWORKING AGREEMENT

This Agreement is between Middle Georgia State University (MGA) and _____ (“you”), and must be signed and approved by your manager and divisional Vice President. **This telecommuting agreement was developed in response to the unique employment circumstances resulting from the COVID-19 health crisis and the Governor’s Executive Orders pertaining thereto.** Additionally, this Agreement supersedes any prior Alternative Work Agreement in place between you and MGA (if any). Note that having successfully engaged in telecommuting pursuant to this Agreement does not require MGA to agree to any future telecommuting.

- A. We (MGA and you) agree that you will telecommute on the following schedule:

Which _____ days

How often (each week, each month, other) _____

You understand that this agreement to permit you to telecommute is not a guarantee and will be reviewed and renewed annually or sooner if the need arises, to ensure that work goals are being met and the Teleworker remains eligible to telework. Accordingly, MGA may alter this telecommute schedule or terminate the telecommuting agreement at any time in its discretion.

- B. You agree to maintain a presence with your Department while telecommuting. Presence may be maintained by using the technology, as directed by the Department, which remains readily available such as by laptop computer, mobile phone, email, messaging application, videoconferencing, instant messaging and/or text messaging at all times during the times the Department expects or requires you to work. You are expected to maintain the same response times as if you were at your regular MGA Work Location. You will make yourself available to physically attend scheduled work meetings as requested or required by the Department.
- C. This telecommuting arrangement will begin on _____ and is subject to renewal annually beginning July 1 unless altered or terminated at any time as described in paragraph A above.
- D. While telecommuting, you will work just as if you were in your regular MGA Work Location and maintain productivity, performance, communication and responsiveness standards as if you were not telecommuting. This Agreement does not change the basic terms and conditions of your employment at MGA and does not guarantee continuation of employment during the period of telework. You will perform all of your duties as set forth in your job description, as well as those additional and/or different duties that the Department may assign from time to time. Further, you

remain obligated to comply with all University (as well as the Department's) policies and procedures.

- E. If you are a non-exempt employee, you are not to work overtime without prior approval from your supervisor, and you are required to take your rest and meal breaks while telecommuting in full compliance with Wage and Hour laws. You agree to follow such procedures as your manager, or your Department may establish in order to minimize the likelihood of interruptions or delays to your rest or meal breaks. You are required to notify your manager within one business day if you believe you were unable to take a rest or meal break on a day on which you telecommuted.
- F. You will be solely responsible for the configuration of and all of the expenses associated with your telecommuting workspace and all services unless the Department expressly agrees otherwise. This includes ensuring and maintaining an ergonomically appropriate and safe telecommuting worksite. By signing this Agreement, you are certifying such is the case.
- G. If there are any injuries while you are working, the workers' compensation coverage will be limited to occurrences in the designated workspace (or during work-related travel). 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).
- H. All injuries incurred by you during hours you are working and all illnesses that are job-related must be reported promptly to Human Resources.
- I. MGA shall not be liable for damages to your property that results from participation in the telecommuting program.
- J. MGA will not be responsible for visitors or family injured at your telecommuting worksite. You agree that you may not have business guests at your telecommuting worksite.
- K. To the extent permitted by law, you will not attempt to hold MGA responsible or liable for any loss or liability in any way connected to your non-work related use of your telecommuting workspace.
- L. Generally, you are required to use devices (for example, laptops, tablets, and, if approved or required by the Department, a mobile phone) owned and issued by MGA. If your Department has approved you to use a personal laptop, tablet or other similar device while telecommuting, you must consult with your manager as well as the Office of Technology Resources to arrange appropriate set up of these device(s). You are prohibited from tampering with any software, firmware or hardware provided by MGA or loaded onto your personal mobile devices to enable you to perform MGA work. Regardless of whether using personal or MGA-owned mobile devices for MGA work while telecommuting, you are responsible at all times for the access, use and security of these devices. Approval to use non-MGA issued devices can be revoked at any time.
- M. By signing this Agreement, you are also confirming you have read, understood and will comply with all provisions of the agreement as well as MGA and USG Policies and Procedures.

N. If there are any concerns regarding this arrangement, you agree to immediately alert your manager for clarification and resolution.

By: _____
Employee Signature

By: _____
Manager Signature

Employee Name (print)

Manager Name (print)

Date

Date

Once both signatures are received, the manager should submit the signed copy to the divisional Vice-President for signature.

By: _____
Vice-President Signature

Vice-President Name (print)

Vice-President to forward signed document to Human Resources.