|  |  |
| --- | --- |
| Employee: |  |
| Department: |  |

This Temporary Teleworking Agreement should be used in all instances where management and Human Resources has determined that work may temporarily be performed from home to accommodate a qualified employee with a disability or to accommodate an employee for other approved reasons when it will serve the overall needs of the department.

This Agreement must be signed and approved by the employee’s manager or supervisor, the head of the department, and the Supervising President’s Cabinet Member. When management determines to end this Temporary Teleworking Agreement, your prior work location and schedule will resume. Note that having successfully engaged in temporary teleworking pursuant to this Agreement does not require management to agree to any future remote work.

1. This Agreement is between the department and employee listed above to establish the terms and conditions for temporarily performing work at an alternate work site with the following frequency (e.g. daily each week, on the same day every week, or on some routine basis).
2. This Agreement begins on \_\_\_\_\_\_\_\_\_\_\_\_ (date). You understand that this Agreement to permit you to work remotely is a temporary measure only, and will be reviewed continuously. MUW may alter this schedule or end the Temporary Teleworking Agreement at any time at its discretion.
3. This Agreement will remain in effect unless altered or terminated at any time as described in paragraph II above.
4. The following conditions apply:
5. Employee’s telework work schedule is (Specify days and hours. If it varies, please include those details.): Employees approved to telework will need to provide supervisors with a planned work schedule prior to and for the duration of telework.
6. Teleworking will only be approved to work from the employee’s personal residence. All requests for teleworking from a location other than a personal residence, must be requested in writing to the supervisor and approved by all parties who approved the teleworking agreement prior to changing locations.
7. Employee’s personal cell or home phone number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This is your contact number at the teleworking location. When teleworking, employees must (1) answer the phone as if in the office, (2) minimize background noise, i.e. television, children, pets, etc. and (3) have a professional voice mail greeting on personal cell phone.
8. Employee will be required to provide the supervisor with a log or summary of work performed for the duration of telework.
9. While working teleworking, Employee will:
10. remain accessible during the telework work schedule;
11. check in with the supervisor to discuss status and open issues;
12. be available for video/teleconferences, scheduled on an as-needed basis;
13. be available to physically attend scheduled work meetings as requested or required by the Department;
14. request supervisor approval in advance of working any overtime hours (if employee is nonexempt);
15. request supervisor approval to modify any scheduled work hours and request supervisor approval to use personal or medical leave in the same manner as when working at Employee’s regular work location.
16. 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.
17. 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 remote work arrangement described herein.
18. You acknowledge that if your manager deems that the temporary remote work arrangement described in this Agreement is not working effectively or as envisioned, management may at any time adjust or end this Agreement. Management will strive to provide at least 24 hours advance notice of any changes to this Agreement.
19. Employees will take accrued personal and medical leave, as applicable per state law, when unable to work for any reason, i.e. personal errands, vacation, medical appointments, etc.
20. Safety & Equipment; Information Security
21. Employee agrees to maintain a safe and secure work environment and to report work related injuries to the employee’s supervisor at the earliest reasonable opportunity. Employee agrees to hold the University harmless for injury to others at the alternate work site. Regarding space and equipment purchase, set-up, and maintenance for teleworking purposes:
	1. Employee is responsible for providing space, telephone, printing, networking and/or Internet capabilities at the telework location, and shall not be reimbursed by the employer for these or related expenses. Internet access must be via DSL, Cable Modem, or an equivalent bandwidth network.
	2. 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.
	3. Employee agrees to report to Employee’s supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.
	4. Employee understands that all equipment, records, and materials provided by the University shall remain the property of the University.
22. With reasonable notice and at a mutually agreed upon time, the University may make on-site visits to Employee’s remote work location 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.
23. Employee agrees to return University-owned equipment, records, and materials when this agreement is terminated.
24. Employee understands that Employee is responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.
25. **Employee agrees to read and follow the Teleworking Guidelines and Expectations stated below:**
26. Telework is at the discretion of supervisors, based on the employee’s responsibilities as well as the needs of the department. Telework should always be approved by the supervisor and staff employees should have a telework agreement on file with HR.
27. Employees are still obligated to comply with all Mississippi University for Women rules, policies and procedure and are expected to ensure information security while teleworking.
28. Telework should reflect in-office work. The employee is engaged in active, continual work during regular business hours of 8 am to 5 pm with a lunch hour. Employees are answering and returning phone calls and responding to emails in a timely manner. Employee’s office phone may be forwarded to a personal line or the employee is checking voice mail regularly.
29. A telework schedule other than regular business hours is considered a flex schedule. All flex schedules should be pre-approved by the supervisor and only allowed if it meets the overall needs of the department and University.
30. Waiting to engage in work or simply being available to work (i.e. waiting for phone calls or to receive emails) is not considered active work time and employees would need to use applicable leave during this time.
31. Depending on the employee’s job responsibilities and VPN access, etc. it may not be possible for an employee to telework a full 8 hour day, or at all.
32. Employees are required to use applicable leave or leave without pay for hours not worked while teleworking.
33. If teleworking and using applicable leave, employees should relay their work/leave schedule to their supervisor and include the schedule with the Application for Leave form. The supervisor will need this when approving timesheets and/or monthly leave reports. Exempt employees do not record hours worked but should provide a total number of hours worked in a day, if less than 8. Non-exempt employees should record hours worked on their timesheet.
34. Employees will be held accountable if they are non-responsive or not productive while teleworking. Supervisors should find out why this is occurring and it may be that telework is no longer an option for that employee.
35. Be cautious when making assumptions about others teleworking. It is between the supervisor and employee as to what arrangements are made and ultimately, the supervisor’s responsibility to ensure the employee is using leave if not teleworking. Problems or concerns should be reported through the employee’s chain of command.
36. Utilize the email auto-reply feature to communicate availability if you are not teleworking a regular schedule, or you are participating in a training/webinar or project in which you cannot respond to calls or emails in a timely manner. If there is something urgent, your supervisor or designated coworker can reach you via phone or text. It is always recommended to use auto-reply when an employee is on personal/medical leave and will not be available at all. **Note: Employees are not required, nor is it recommended, to provide personal or medical details as to the reason for an absence.**

Examples of auto-replies:

* 1. Employee is teleworking intermittently combined with applicable leave: *I am currently out of the office but I will be checking email periodically. I will respond to your email as soon as possible; however, if you need immediate assistance, please contact (name) at (phone number) or (email).*
	2. Employee is participating in a training/webinar, is working on a project, or has numerous virtual meetings scheduled: *I am currently unavailable by email. I will respond to emails after (time) today. If you need immediate assistance, please contact (name) at (phone number) or (email).*

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

|  |  |
| --- | --- |
| Employee Signature | Date |
| Supervisor’s Signature | Date |
| Department Head’s Signature (if not direct supervisor) | Date |
| Supervising President’s Cabinet Member Signature | Date |

**This signed Agreement must be sent to Human Resources for placement in Employee’s personnel file. The employee and the supervisor should each keep a copy of this Agreement for future reference.**