Mississippi University for Women (MUW) encourages all managers and supervisors to think creatively about how to support their employees in caring for their health and reducing risk of exposure to COVID-19 (referred to further as the current health situation). One such option is implementing social distancing by encouraging employees to work remotely, where management has determined that working remotely is appropriate and viable. This Temporary Telecommuting Agreement should be used in all instances where management has determined that work may temporarily be performed from home or an alternate location as a means of social distancing. This Agreement provides the flexibility needed to adjust to any changing circumstances as the current health situation continues to evolve.

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 Telecommuting Agreement, your prior work location and schedule will resume. Note that having successfully engaged in temporary telecommuting pursuant to this Agreement does not require management to agree to any future remote work.

1. General Work Arrangement
2. This Agreement is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the department”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Employee”) 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).
3. 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 during the period in which MUW encourages social distancing as a measure intended to minimize the spread of the current health situation. Accordingly, MUW may alter this schedule or end the Temporary Telecommuting Agreement at any time at its discretion.
4. This Agreement will remain in effect unless altered or terminated at any time as described in paragraph 2 above.
5. The following conditions apply:
6. Employee’s telecommute work schedule is (Specify days and hours. If it varies, please include those details.):
7. Employee’s temporary telecommuting location (work-site) is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

* Employee will only be approved to telecommute from a site that is equivalent to your current commute distance.

1. Employee’s personal cell or home phone number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This is your contact number at the telecommuting location.
2. While working telecommuting, Employee will:
3. remain accessible during the telecommute work schedule;
4. check in with the supervisor to discuss status and open issues;
5. be available for video/teleconferences, scheduled on an as-needed basis;
6. be available to physically attend scheduled work meetings as requested or required by the Department;
7. request supervisor approval in advance of working any overtime hours (if employee is nonexempt);
8. 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.
9. Employee will only be approved to telecommute from a site that is equivalent to your current commute distance.
10. 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.
11. 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.
12. 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.
13. Safety & Equipment; Information Security
14. 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 telecommuting purposes:
    1. Employee is responsible for providing space, telephone, printing, networking and/or Internet capabilities at the telecommute 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.
15. 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.
16. Employee agrees to return University-owned equipment, records, and materials when this agreement is terminated.
17. Employee understands that Employee is responsible for tax 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 Temporary Telecommuting Agreement and understand and agree to all of its provisions.

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Employee Signature Date

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Supervisor's Signature Date

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Department Head’s Signature (If not direct supervisor) Date

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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.