

WASHINGTON UNIVERSITY
Telecommuting Agreement

This agreement confirms the telecommuting arrangement between the Department of _____ and _____ (employee), _____ (job title) consistent with the University's Telecommuting Policy, the terms and conditions of which are incorporated into this agreement.

1. By signing this agreement, the employee certifies that s/he has reviewed, understands and agrees to abide by the University Telecommuting Policy, including but not limited to specific provisions addressing:
 - work hours, accessibility and performance expectations
 - use and responsibility for University owned equipment, software and other resources
 - establishing a work space
 - safety and ergonomics
 - work related injuries
 - confidentiality of information and data
 - intellectual property
 - revocability of the agreement

It is further agreed that:

2. Terms of Employment. The employee understands that this Telecommuting Agreement is not a contract of employment between the University and the employee and does not provide any contractual rights to continued employment. It does not alter or supersede the terms of the existing employment relationship. The employee remains obligated to comply with all University rules, policies, practices and instructions that would apply if the employee were working at the regular University worksite. Work products developed or produced by the employee while telecommuting remain the property of the University.

Work hours, compensation and leave scheduling while telecommuting must continue to conform to applicable human resource policies. Non-exempt employees must receive prior approval from their supervisor before performing any overtime work during a telecommuting arrangement.

If the employee is non-exempt, he/she must comply with all record-keeping requirements and must accurately record and timely report all working time as a condition of continued participation in the telecommuting program. He/she must also take meal and rest periods with applicable legal requirements and University policies. An employee is not exempt from the meal period, rest period or record-keeping rules solely because he/she is permitted to work at home or at another off-site location.

3. Length of Commitment & Termination. This telecommuting arrangement will begin on _____ and continue until _____ or until ended by the employee or the University. Should the employee wish to terminate the telecommuting arrangement, the employee agrees to provide a minimum of two weeks' advance notice to the University.

Continuation of the agreement is subject to review for the business and productivity effectiveness of the arrangement and may be revoked at the option of the University. The University shall normally provide minimum notice of two weeks prior to termination of the agreement, unless such notice is not feasible due to business necessity.

4. Telecommuting Assignment, Accountability and Performance Measurement and Confidentiality Agreement. Both a signed Telecommuting Assignment (detailing the employee's Telecommuting Assignment, performance and communications expectations and work schedule) and signed Confidentiality Agreement must be attached to and are incorporated into this agreement.

The employee agrees to stay current on department and work group events and facilitate communication with customers and co-workers who may be affected by the employee's telecommuting arrangement. The employee also agrees to keep the supervisor informed of progress on work assignments worked at the alternate work site and any problems encountered while telecommuting. Employee agrees to structure his or her time to ensure attendance at required meetings as designated by the supervisor. The supervisor agrees to facilitate communication within the work group.

5. Equipment, Equipment Insurance, Office Supplies. Property
When the employee uses personal equipment, software, data, supplies and furniture, the employee is responsible for maintenance and repair of these items at his her own expense unless other arrangements have been made in advance and in writing with the supervisor. The University assumes no responsibility for any damage to, wear of, or loss of the employee's personal property.

University owned resources may only be used for University business. The employee is responsible for ensuring all items are properly used. Depending on the circumstances, the employee may be responsible for any damage to or loss of University property.

The employee agrees to take reasonable steps to protect any University property from theft, damage or misuses. This includes maintaining data security and record confidentiality to at least the same degree as when working at the regular University worksite. All Washington University HIPAA and other compliance policies and procedures, including those for handling the physical and electronic security of Protected Health Information (PHI), remain in effect as if the employee were working at the regular University worksite and will be provided to the employee. The employee must complete refresher HIPAA training before being approved to work from home with PHI. The employee may not duplicate University-owned documents and will comply with the licensing agreements for use of all software owned by the University.

The employee agrees to return in good working order and in a timely fashion all University-owned items used at the alternate worksite upon request or if the Telecommuting Agreement is discontinued for any reason. If legal action is necessary to regain possession of University-owned property, the employee agrees to pay all costs of suit incurred by the University, including attorneys' fees; in such circumstances the University also reserves the right to deduct the cost of any unreturned University property from the employee's paycheck.

6. Telecommuting Site Safety and Ergonomics.

The employee is responsible for maintaining the telecommuting work site in a manner free from health or safety hazards that could endanger the employee, his/her family or others.

The employee is responsible for notifying the manager immediately about any safety or ergonomic concerns at the telecommuting site. Health or safety hazards at the telecommuting site may result in immediate suspension of the telecommuting arrangement.

The employee will be covered by workers' compensation for job-related injuries that occur in the course and scope of employment while telecommuting. The employee must report job-related injuries to his or her supervisor as soon as possible and seek treatment from medical care providers consistent with University policy. In the event of such injury, management reserves the right to inspect the worksite and make appropriate recommendations. Workers' compensation will not apply to non-job related injuries that might occur in or outside the home. The employee remains liable for injuries to third parties and/or members of the employee's family on the employee's premises.

7. Signature. Signing this agreement means that it has been reviewed and agreed upon by the employee, manager, Human Resources and Department Head.

Employee's signature	Date
Manager's signature	Date
Human Resources signature	Date
Department Head's signature	Date

Attachments: Completed Telecommuting Assignment and Signed Confidentiality Agreement

Distribution: Original: Department Personnel File
Copies: Employee, Manager and Human Resources

What standards of performance will be established for these telecommuting assignments?
What means will be used to assess the employee's performance while telecommuting?
How will communication with the supervisor be handled while telecommuting?
How will communication with others in the department/University and customers be handled while telecommuting?
How will telephone or other contacts for the employee at the University work site be handled?
Itemize the equipment, software, supplies, data or furniture the employee will need at the telecommuting site. Specify which of these items the department will provide and which the employee will provide.
What support services (e.g., troubleshooting equipment problems) will the employee need at the telecommuting site and how will these be provided?
What will be done to ensure the security of the equipment, software, supplies, data and property?
In the event of equipment failure, how will "down time" be handled? (e.g., employee will perform assignments that do not depend on equipment; time will be made up within the week or charged to an appropriate leave balance; etc.)
What records will the employee keep at home and how will they be handled?

Employee's Signature	Date
Manager's Signature	Date