

**Michigan State University
Telecommuting Agreement**

This Agreement establishes the terms and conditions of participation in a telecommuting arrangement.

This is a _____ (trial or longer term) Agreement between _____
(department) and _____ (employee) and covers the period from
_____ through _____.

The employee volunteers to participate in a telecommuting arrangement and to follow applicable guidelines and policies. The employer agrees to allow the employee to participate in a telecommuting arrangement pursuant to this Agreement.

Duration: This agreement will be valid for the time period indicated above or until canceled by either party.

Work Hours: Work hours and location are specified as part of this Agreement.

Employee Benefits: The employee's benefits (pay, leave...) will not be altered because of the employee's participation in the telecommuting arrangement. Employee benefits will continue to be based on the employee's job classification and applicable University policies, contracts and employment documents.

Leave: Employees must obtain supervisory approval before using leave time in accordance with established procedures. The employee agrees to follow those established procedures when telecommuting.

Overtime: The employee will continue to work in pay status while working at the telecommuting work location. An employee working overtime that has been approved in advance will be compensated in accordance with applicable law, contractual provisions and work rules. The employee understands that the supervisor may choose not to accept work products resulting from unapproved overtime. The employee understands that failing to obtain proper approval for overtime work may result in termination of the Telecommuting Agreement or other appropriate disciplinary action.

Equipment: The supervisor and employee will agree upon the equipment to be used while telecommuting so the employee can perform work assignments. With approval of the supervisor, the telecommuter may be provided with University-owned equipment to use while telecommuting.

Maintenance of Equipment: Equipment provided by the employer will be serviced and maintained by the employer except for damage or service arising out of negligence or unauthorized use. Equipment provided by the employee will be at no cost to the employer and will be maintained by the employee.

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University-Owned Equipment (e.g. laptop computer):

- 1.
- 2.
- 3.
- 4.
- 5.

Minimum Telecommunication Services (e.g. broadband connectivity):

- 1.
- 2.
- 3.

Applications the Telecommuter Must Access:

The telecommuter must be able to access the following software applications from the telecommuting work location (e.g. Enterprise Business Systems HR/Payroll):

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Cost: The employer will not be responsible for operating costs, maintenance or any other incidental costs such as utilities associated with use of the telecommuting work location. The employee does not forfeit the right to be reimbursed for authorized expenses incurred while conducting official business for the employer.

Liability: The employer will not be liable for damages to the telecommuting work location resulting from participation in the telecommuting arrangement. In signing this document, the employee agrees to hold the University harmless against any and all claims, excluding workers compensation claims, arising from the employee's participation in the telecommuting arrangement.

Workers Compensation: The employee is covered by workers compensation if injured in the course of performing official duties at the telecommuting work location.

Verification of Telecommuting Location Safety: In signing this Agreement, the employee verifies that the telecommuting work location provides workspace that is free of safety and fire hazards.

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Work Assignments: The supervisor will communicate with the employee to provide work assignments and review completed work, as deemed necessary by the supervisor. The employee will complete all assigned work according to established unit procedures.

Performance Evaluation: The evaluation of the employee’s job performance will be based on established standards. Performance must remain satisfactory to remain a telecommuter. Employees will not be allowed to telecommute while on a Performance Improvement Plan (PIP).

Records: The employee is expected to comply with the Michigan State University [Institutional Data Policy](#) and apply any other safeguards that are designated by the employer to protect records from unauthorized disclosure or damage. Institutional data must not be stored on the employee’s personal computer. All records, papers and correspondence must be safeguarded for their return to the office.

Departmental Office Considerations: The supervisor and employee will agree upon how each telecommuting day is designated in the employee’s electronic calendar, and establish minimum expectations regarding the employee’s response to business email and telephone calls while telecommuting.

Work Hours and Location: The following are the locations and working hours which are agreed to as part of this Telecommuting Agreement. The employee agrees to work from the official work or telecommuting location. Changes in schedule must be approved by the telecommuter’s supervisor in advance. Failure to comply with this provision may result in termination of the Telecommuting Agreement or other appropriate disciplinary action.

Official Work Location (OWL): _____

Telecommuting Work Location (TWL): _____

General Telecommuting Work Hours			
Day	Hours		Location <i>(OWL or TWL)</i>
	From	To	

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Telecommuting Work Plan: This section includes a description of the telecommuter's job duties, how work output will be reviewed and how supervision will be provided. (Insert here, or attach additional pages as needed)

Termination of the Agreement: The employer or telecommuter may terminate this arrangement at any time, for any reason.

We agree to abide by the terms and conditions of this agreement.

Employee Name: _____ **Date:** _____

Supervisor Name: _____ **Date:** _____

Updated: October, 2016