

Missouri State University

Employee Agreement for Participation in Telecommuting Program

Eligibility for Participation in Telecommuting Program (the “Program”)

In order for an employee to be eligible to telecommute for work, the employee must have his/her supervisor’s approval, and meet the following criteria:

- Successful completion of probationary period;
- Documented performance is satisfactory or whose performance rating on their last evaluation is at least satisfactory;
- Demonstrated ability to work effectively with minimal supervision; and
- Demonstrated ability to establish priorities and effectively manage time.

I hereby agree that I:

1. Will designate and maintain a workspace that is clean, professional in its appearance, and safe.
2. Will perform the job duties of my position in the designated workspace and adhere to the agreed upon work schedule.
3. Will permit a representative from the University, to make on-site inspections of the designated workspace at a mutually agreed upon time, to ensure that safe work conditions exist.
4. Will report work-related injuries to the supervisor at the earliest reasonable opportunity. In the event that I am become ill or injured as a result of the conditions of my alternate workspace, I hereby release the University from any and all possible liability related to such illness or injury, in consideration for my being permitted to participate in the Program. I understand and hereby acknowledge that the University is not and will not be liable or otherwise responsible for any damages to my property that may result from participation in the Program. I further understand and hereby acknowledge that the University is not and will not be liable, or otherwise responsible, for any injuries sustained by my family members, or visitors, while visiting and/or present at the alternate workspace.
5. Am solely responsible for any and all tax implications related to my working in an alternate location.
6. Acknowledge and agree that expenses not specifically addressed by this agreement will be reviewed and evaluated on a case-by-case basis.

7. Will ensure that all dependent care and other personal responsibilities will be managed, so as not to interfere with or impede my performance of my job. Telecommuting is not a substitute for child or other dependent care. Employees who telecommute are expected to make dependent and child care arrangements during the period they will be working at home.
8. Acknowledge and agree that any and all equipment, software, and supplies provided by the University, to support me in the performance of my job, remain the property of the University. The decision to remove or discontinue use of resources rests entirely with the University. In the event that I cease employment with the University, or the Program is discontinued, I agree to return all University property within 48 hours.
9. Will refrain from duplicating any and all software owned by the University that is used in the performance of my job and will further adhere to the manufacture's software licensing agreement.
10. Will maintain the confidentiality and security of any and all restricted access materials, (e.g., Private, Restricted, and Highly Restricted University information) that I may require in the performance of my job. Further, I acknowledge and agree to refrain from duplicating restricted access materials and to take all necessary precautions to maintain the security of the information contained in such materials and to prevent unauthorized access to it. This includes, but is not limited to, the timely application of regular operating system updates, use of device encryption software, and use of up-to-date antivirus software.
11. Will refrain from using University-owned equipment, software, and supplies for personal activities.
12. Will comply with all University policies, procedures, and applicable state and Federal laws and regulations at all times during my employment with the University, including but not limited to my participation in the Program.
13. Will accurately report all time worked – whether on campus or at my designated telecommuting workspace – consistent with University policies and applicable laws, including the Fair Labor Standards Act (FLSA).
14. Acknowledge and agree that any and all requests to work overtime, use vacation, personal days, or take other time off from work, must be pre-approved by my supervisor.
15. Acknowledge and agree that this Agreement may be revoked by the University without prior notice or consultation, and that the University is solely responsible for making this decision.

16. Acknowledge and agree that violation of any of the provisions of this Agreement (including, without limitation Sections 13 and/or 14), University policy, or applicable law is and will be grounds for progressive discipline up to and including dismissal.
17. Acknowledge that I am bound by the University Information Security policies and agree to participate in the Information Security Awareness Training Program, provided by the Information Security Office.

I hereby acknowledge that I have read and understand the terms and conditions of this Agreement and agree to abide by all of its terms and conditions.

_____	_____
Employee	Date

_____	_____
Department Approver	Date

_____	_____
Cost Center Head	Date

_____	_____
Director of Human Resources	Date