

Telecommuting Agreement

The following constitutes an agreement between West Virginia University ("WVU") and _____ (employee's name), who agrees to participate in the telecommuting program during the COVID-19 pandemic and to adhere to the applicable guidelines and policies that follow here. _____ (supervisor's name) concurs with the employee's participation and also agrees to adhere to the applicable guidelines and policies that follow here.

Terms and conditions. The telecommuting agreement is subject to the following terms and conditions:

Duration. This telecommuting agreement will be re-evaluated as the COVID-19 situation changes and guidance is provided by the CDC, state and local government agencies, as well as WVU's guidelines. As such, it is subject to termination or modification at any time at WVU's and the supervisor's discretion, and if applicable, in consultation with the ADA Coordinator.

Work hours. Employee's work hours will typically replicate his/her standard working day at WVU, however operational needs may apply. Limited variations in work schedule must be approved by the supervisor in writing. Employee's work hours and work location are specified in the Attachment at the end of this agreement.

Overtime Eligibility. The employee will continue to work in pay status while working at the home office. This position is (select one): _____ Exempt from Overtime **or** _____ Non-exempt/Eligible for Overtime.

For non-exempt positions, any additional hours worked beyond the standard 37.5 hour work week will require the prior written approval of the supervisor. All worked hours must be reported appropriately through the timekeeping system. Hours worked in a work week between 37.5-40 will be eligible for straight time pay and hours worked in excess of 40 will receive pay at time and one-half their regular rate of pay. If an employee works unauthorized hours in excess of the standard 37.5 hour work week, then he/she may be subject to disciplinary action.

For exempt positions, the employee's time worked in excess of 37.5 hours per workweek is not compensated or considered overtime. By signing this agreement, the employee indicates his/her understanding that, as an exempt employee, s/he is not eligible for overtime compensation and agrees that claiming overtime may result in removal from the telecommuting program or other appropriate action.

Note: The workweek for WVU Research Corporation is 40 hours.

Business-owned equipment. In order to successfully work from a remote location, the employee must have access to all necessary resources available at his/her office on the WVU campus, as well as be available via telephone and email. Any expenses incurred from working off-site are the sole responsibility of the employee. Equipment provided by the employee must be in compliance to standards set by the Information Technology Services and the department for data encryption, security, anti-virus protection and other concerns.

Liability. West Virginia University will not be liable for damages to the employees' property that result from participation in the telecommuting program. Employee may be liable for damages to West Virginia University's property that result from participation in the telecommuting program.

Reimbursement. West Virginia University will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) whatsoever, associated with the use of the employee's residence. The employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for West Virginia University.

Workers' Compensation. The employee is covered under the Workers' Compensation Law if injured in the course of performing official duties at the telecommuting location. Appropriate and prompt reporting of any occurrences is required, as with employees working onsite at WVU.

Work assignments. The employee will meet via telephone, Microsoft Teams or Zoom with his/her immediate supervisor to receive assignments and to review completed work as necessary or appropriate. The employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the direct supervisor according to guidelines and standards stated in the employee's performance plan. Offsite work will be evaluated through monitoring assignment and project deadlines, responsiveness to client communication, and volume of work completed. Missed deadlines, unreturned calls and emails and projects not completely within assigned timeframes (among other standards/parameters) may be cause for the supervisor to terminate this agreement/arrangement immediately or subject to other appropriate disciplinary action.

Records. The employee will apply approved safeguards to protect West Virginia University records from unauthorized disclosure or damage. Work done at the telecommuting location is considered West Virginia University business. All records, papers, computer files, and correspondence must be safeguarded for their return to the primary business location. The employee understands and agrees that all West Virginia University confidentiality requirements extend to the telecommuting program and the employee shall comply with those requirements while participating in the telecommuting program.

Curtailment of the agreement. The employee is authorized to complete assigned tasks from a remote location. This is to include but is not limited to [examples: *—put the duties the employee will be performing here*] in support of the _____ division/college/unit of WVU and our mission and goals. If at any time, it is determined by the employee's supervisor that departmental/unit standards are not being maintained, work performance is not at acceptable levels, or that work is not being performed in accordance with reported time worked, the telecommuting agreement may be terminated or subject to other appropriate disciplinary action.

Performance location. The employee agrees to limit performance of assigned duties to the primary business location or to the approved home location. Any additional off-site location must be approved prior to work commencement. Failure to comply with this provision may result in termination of the telecommuting agreement and/or other appropriate disciplinary action.

Employee: _____

Date: _____

Attachment

The following hours and locations are agreed to in support of the Telecommuting Agreement.

Primary Business Location: _____

Telecommuting Location: _____

General Work Hours:

Day	Hours	Location (home, office, other)
Monday:	_____ - _____	_____
Tuesday:	_____ - _____	_____
Wednesday:	_____ - _____	_____
Thursday:	_____ - _____	_____
Friday:	_____ - _____	_____
Saturday:	_____ - _____	_____
Sunday:	_____ - _____	_____

Comments (Schedule flexibility, etc.):

Signatures:

Employee: _____

Date: _____

Employee Information (please print):

Name: _____

Worksite
Address: _____

City, State and Zip: _____

A copy of the telecommuting agreement and attachment should be sent to the Division of Talent and Culture/Employee Relations for inclusion in the employee's personnel file.