

Memorandum

To:

From:

Date:

RE: Temporary Telecommuting Agreement per State Workforce Readiness Guidance

This memorandum shall serve as an agreement between the employee named above and the Department of _____ through which the employee will be allowed to utilize telecommuting to perform the duties and responsibilities of his/her position from a location other than the primary departmental office. This agreement shall be referred to as the "telecommuting agreement" and is authorized by the department on a trial basis temporary basis.

As the employee approved for telecommuting, it is important for you to understand that we, as the employer, may change any of the conditions or requirements of the telecommuting agreement at any time during the period of the agreement. Also, Clayton State University management reserves the right to cease this arrangement altogether at any time.

1. DURATION:

This agreement will be valid beginning on _____ and ending on _____. This is a temporary agreement that aligns with the USG's directive as outlined in the State of Georgia Memo "State Workforce Readiness for COVID-19". This agreement may be extended if COVID-19 conditions warrant.

2. WORKING LOCATION:

As an employee approved for telecommuting, you agree to maintain an office or adequate workspace at your residence located at _____. You will not be reimbursed for mileage associated with traveling to the main campus.

3. WORKING HOURS:

Under the terms of this agreement, you are approved to telecommute ___ day(s) per _____ (generally week or month). On the days you are approved to telecommute, you are expected to be productive and actively engaged in work at least 8 hours a day during the department's normal business hours of _____ with a one hour break for lunch, while working from your home office during this telecommuting period. Please follow normal policy procedures when reporting time or leave in OneUSG.

When necessary, we may inform you in person, via email or telephone of an office meeting that will require your presence on campus. We will do our best to give you at least 24 hours' notice but shorter notice is possible and acknowledged.

As an employee approved for telecommuting, you agree and understand that telecommuting requires that you be able to devote 100% commitment to working during the regular work hours specified above and that you will make arrangements to ensure that household duties, including child care, do not interfere with work time or are not conducted or performed during the normal work time.

4. TELEPHONE/COMPUTER/NETWORK & EQUIPMENT ACCESS & USE

As an employee approved for telecommuting, you agree and understand that you will be expected to be accessible by telephone and thus will maintain a telephone line that can be used for phone calls at your own expense. You agree and understand that there may be times when you will incur telephone or other charges in the performance of your duties and will do so at your own expense, without expectation of reimbursement. You further agree to have the phone line available to send and receive faxes as necessary.

Access to the information technology network and other applicable technology will be set up in accordance with Clayton State University policy. Applicable Clayton State policies will apply if you are issued any equipment from ITS or your department. Manager shall maintain a list of equipment assigned to employee.

It will be your responsibility to ensure the appropriateness and safety of the equipment at all times. The equipment must be protected against damage and unauthorized use. Clayton State University owned equipment will be serviced and maintained by the Clayton State University. Equipment provided by the employee will be at no cost to the Clayton State University and will be maintained by the employee.

You agree not to use Clayton State University owned equipment for personal purposes.

5. WORK ASSIGNMENTS

You will receive your work assignments by corresponding with your immediate supervisor on a daily basis at the beginning of the workday or as necessary during the day. Work assignments may also be communicated by phone or sent by mail. If there are any questions or concerns about your assignments, you are expected to inform your immediate supervisor of them at the time of receipt. Once assignments have been completed, you may either send them via email or return them to the same location used for pick up unless otherwise specified by your immediate supervisor.

6. PHYSICAL HOME OFFICE SPACE, LIABILITY

You agree to have a designated work area in your home. If there are any injuries while you are working, the workers' compensation coverage will be limited to occurrences in the designated workspace (or during work-related travel). Also, if such an injury were to occur, it will be investigated in accordance with the standard workers' compensation procedures promulgated by the Georgia Department of Administrative Services (DOAS). If there is an illness or injury, which is a result from the condition of this home office arrangement, the Clayton State University is released from any possible liability. The Clayton State University will not be liable for damages to the employee's property that results from participation in the telecommuting program. The Clayton State University will not be responsible for visitors or family injured at the work site. Under the terms of this agreement, you are responsible for setting up an appropriate work environment within your home. The Clayton State University will not be responsible for any cost associated with the setup of a home office. Upon your request, Clayton State University will consult with you on any modifications or requirements to operate Clayton State University-owned equipment at the home office.

7. CURTAILMENT OF THE AGREEMENT:

The employee's supervisor or unit head may terminate participation in this agreement at any time. Management also reserves the right to remove the employee from the program at any time. *Upon reasonable notice of not less than one (1) working day*, the employee will be expected to report for work at the primary departmental office location or other location as assigned by the supervisor. The employee agrees to limit performance of officially assigned duties to the work location specified in paragraph 2. Failure to comply with this provision may result in termination of the Telecommuting Agreement, and other appropriate disciplinary action.

We look forward to working with you on this telecommuting assignment.

Clayton State University Policies

During the period of this agreement, the employee agrees that he/she shall be covered by all Clayton State University policies and procedures surrounding employment. The dates shown in the duration section are not to be construed as a contract and do not guarantee continuation of employment during the period.

I accept the terms and conditions of this agreement, as provided to me by the employer. I understand what is expected of me during the period of this telecommuting agreement. If there are any concerns regarding this arrangement, I will immediately alert my supervisor for clarification and resolution.

Employee (signature)

Date

Supervisor (signature)

Date