

# WASHINGTON UNIVERSITY

## Telecommuting Assignment

The supervisor and telecommuting employee should complete this form together. The completed Telecommuting Assignment summary is attached and incorporated into the Telecommuting Agreement. Updates should be made as needed.

Employee Name	Job Title	
Department	E-Mail Address	
Address/Location of Telecommuting Space	Telecommuting Phone Number	
Distance from Employee's Primary Business location to Address/Location of Telecommuting Space:  <div style="text-align: center;">_____ Miles</div>		
Employee's Weekly Work Schedule and Hours of Work and Location		
Day of Week	Work Hours	Work Location (department, telecommuting site, other)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Supervisor's Name	Supervisor's Work Phone	Supervisor's E-Mail



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

Revised 2015

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, time off or record-keeping rules solely because he/she is permitted to work at home or at another off-site location.

The employee agrees to telecommute only from locations in the State of Missouri unless previously authorized to telecommute from elsewhere.

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, Business Manager/Director, Department Chair or Division Chief.

Employee's signature	Date
Manager's signature	Date
Business Manager's signature	Date
Department Chair or Division Chief signature	Date
Human Resources signature (if required)	Date

**Attachments:** Completed Telecommuting Assignment and Signed Confidentiality Agreement, Business Case (only if requested)

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

# WASHINGTON UNIVERSITY

## CONFIDENTIALITY & SECURITY POLICY ACKNOWLEDGEMENT

As an employee of Washington University, you may come in contact with information which is both personal and confidential. It is your responsibility to treat this information pertaining to the business of the Department/School/University, students, patients and other employees as "CONFIDENTIAL."

Some employees, by the nature of their positions, will have access to salary and personal information for University employees. Salary and personal information is to be treated as "CONFIDENTIAL" and may never be discussed with individuals who do not have a valid need or right to know the information. Any request as to the release of such information, must be referred and cleared with your supervisor prior to its release.

Some employees, by the nature of their positions, may have access to student education records. The Family Educational Rights and Privacy Act ("FERPA") affords students with certain rights with respect to their education records, including the right to restrict the release of personally identifiable information contained in their education records except to the extent that FERPA permits disclosure without consent. Any request to release information must be referred and cleared with your supervisor prior to its release.

Protected Health Information (PHI), including a patient's medical record(s) and patient accounts information, is to be considered "CONFIDENTIAL". When it is necessary to discuss such matters in the course of your work, the discussion should be held in an appropriate place and manner. Under no circumstances should patient information be discussed with other employees or outside parties without direct permission of your supervisor. Confidential patient information should not be released to non-authorized individuals. All Washington University HIPAA privacy and security policies, and other compliance policies and procedures remain in effect.

Each employee is assigned a unique User Name and Password to access the various University systems. It is the employee's responsibility to protect the confidentiality of that password to the highest degree possible in an effort to maintain and protect system and data integrity.

### AGREEMENT:

I agree to treat any and all "CONFIDENTIAL" information or data that I may come into contact with during the course of my job with the highest degree of confidentiality as outlined above.

I agree to protect the confidentiality of the data contained in any computerized system I may use in conducting business for Washington University. I agree that I will not disclose my User Name/Password to any unauthorized personnel. If I have reason to believe that my User Name or Password has become known to an unauthorized user, I will contact my supervisor immediately and request a new code be assigned as soon as possible. I understand and agree that it is my responsibility to always sign out of the computer system whenever I leave my work area for an extended period of time.

The University's security policies have been reviewed with me and I agree to comply with all University information system security policies. I understand that if I violate this Confidentiality Agreement, or the University's information system security policies, I may be subject to disciplinary action in accordance with University policy including termination, if necessary.

---

EMPLOYEE NAME (Please Print)

---

Date

---

SIGNATURE OF EMPLOYEE