Telecommuting Work Agreement (TWA)
Applies to specified non-bargained for employees as determined by the Unit/Department in partnership with Human Resources.

TWA Part I: Employee Information
*Instructions*: If handwriting, please print legibly. When printing the TWA document for signatures, please print the document, double-sided, in its entirety.

<table>
<thead>
<tr>
<th>Employee Information</th>
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<tbody>
<tr>
<td><strong>Last Name:</strong></td>
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<tr>
<td><strong>First Name:</strong></td>
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<tr>
<td><strong>UMID:</strong></td>
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<tr>
<td><strong>Department ID #:</strong></td>
</tr>
<tr>
<td><strong>Primary/Campus Work Location:</strong></td>
</tr>
<tr>
<td><strong>Direct Manager/Supervisor:</strong></td>
</tr>
<tr>
<td><strong>Next Level Approval (as appropriate)</strong></td>
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<table>
<thead>
<tr>
<th>Agreement</th>
<th><strong>Agreement Duration:</strong></th>
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<tbody>
<tr>
<td>Type: New (first time)</td>
<td>Review and update on an annual basis</td>
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<tr>
<td>Renewal</td>
<td>Start (mm/dd/yyyy):</td>
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<td>End (mm/dd/yyyy):</td>
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<td></td>
<td>For renewals only, indicate effective date of your original agreement</td>
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<td>(mm/dd/yyyy):</td>
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Employee Remote Work Location (RWL)
Employees must have employment authorization for each proposed work location.

Note that for individuals who are not “United States workers,” e.g. H-1B, TN, E-3 or J-1 status-holders, a change or addition of employment location (including permission to work remotely) may result in the need to update the individual’s immigration record or the filing of an amendment petition with USCIS. Contact Faculty and Staff Immigration Services for guidance [https://internationalcenter.umich.edu/fsis](https://internationalcenter.umich.edu/fsis)

If the off-site work location is your home, you may choose to either provide your home address or confirm that your home address on record with the university is accurate and write “home address on file with the university” below. Telephone number(s) required.

Update home and/or work address with the Shared Service Center: [Personal Data Change Request](https://internationalcenter.umich.edu/fsis)

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<thead>
<tr>
<th>Address:</th>
<th>City:</th>
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<tbody>
<tr>
<td>State:</td>
<td>ZIP Code:</td>
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<tr>
<td>Telephone Number: Cellular</td>
<td>Landline</td>
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<tr>
<td>If outside the US, include country code</td>
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**RWL Workspace Description** (include a brief description of furniture, equipment or other dedicated resources):


**Employee RWL Days, Hours, Frequency/Rotation (Core Work Hours)**

<table>
<thead>
<tr>
<th>Day</th>
<th>Start: ______ am / pm</th>
<th>Stop: ______ am / pm</th>
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<tbody>
<tr>
<td>Sun</td>
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<td>Sat</td>
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**Special Notes:**

**University Assets (Equipment)**

University assets used at the RWL - such as hardware, software, etc. must be logged in the UM Request for Removal and Use of University Equipment form, found here: [http://procurement.umich.edu/sites/default/files/request_for_removal_and_use_of_university_equipment.pdf](http://procurement.umich.edu/sites/default/files/request_for_removal_and_use_of_university_equipment.pdf)

As needed, complete and return the signed form to the department administrator/human resources prior to the removal of University assets from University premises

If applicable, review policies, responsibilities and procedures at the Property Control Office Off-Campus Use of University Equipment website: [http://procurement.umich.edu/property-space-management/asset-management](http://procurement.umich.edu/property-space-management/asset-management)
A: Duration of Telecommuting Work Agreement
The agreement duration is documented in page 1. Prior to the end of this agreement, you may request a review for a possible extension or renewal. Request and justification must be documented and submitted to your manager/supervisor. This agreement must be reviewed and updated on an annual basis, unless a shorter review period is determined by the affected unit or department. After each evaluation of the success of this arrangement, your manager/supervisor, in consultation with Human Resources, will determine whether the arrangement should (1) continue, (2) be modified or (3) end. If the determination is that telecommuting is to continue or end, a written statement to this will be entered into the employee’s departmental personnel file. Any modifications to the original agreement will require a new agreement.

The University maintains the right to terminate this telecommuting arrangement at any time for any reason and nothing in this agreement shall be construed to modify or alter your employment responsibilities, expectations or status other than as specifically provided in this agreement. Such a termination will be communicated in writing with every effort made by the manager/supervisor to provide a 30-day notice of any change to this arrangement. There may be instances, however, where no notice is possible. Similarly, you may terminate the telecommuting arrangement at any time by notifying your manager/supervisor and indicating the date you will return to the primary (or campus) work location or conclude employment at the University.

B: Conditions of Employment and Pay Status
You are required to comply with all University policies and guidelines, as set forth in the University's Standard Practice Guide (SPG), as well as applicable unit policies and procedures as if you were working at the primary work location. Requests for overtime, vacation, sick leave, or change of work schedule will be approved in the manner in which they are approved at the primary work location. You will be reimbursed only for authorized or pre-approved expenses incurred while working for the University, as stated in University regulations.

C: Performance Expectations, Work Products and Work Hours
Work products and programs developed by you remain the property of the University. You agree to spend time on the officially approved duties while working at the RWL. You agree to consult with your manager/supervisor, through mutually agreed-upon mode(s) of communication to receive or review completed assignments. Work deliverables are the same as if you were working at the primary (or campus) work location. In addition, regular coaching and feedback reviews with your manager/supervisor are expected to occur. It is your responsibility to give accurate and up-to-date information to your manager/supervisor, team members, customers and other business contacts, regarding work location and hours so that you are accessible. You must also record your time, as appropriate, based on your exemption status in the appropriate timekeeping system (Wolverine Access Self Service, etc.).

You agree to maintain, for the purposes of Worker’s Compensation liability, the hours of work stated in this agreement. Technical, supervisory, or collegial support cannot be assured beyond when most regular working hours are scheduled. Departmental requirements take precedence over the schedule and telecommuting arrangements specified in this agreement. Management will provide you with advance notice, if at all possible, when telecommuting must be curtailed.

Timely and accurate completion and submission of time statements is the responsibility of the employee. Vacation time, sick leave, and all other exception time must be authorized according to U-M/departmental policy and procedure.
D: Training and Meetings
Certain meetings are mandatory and will require you to be present at the primary (or campus) work location. Reasonable notice of upcoming meetings will be given. If a face-to-face work group meeting is necessary, it is your responsibility to attend the meeting at the primary (or campus) work location. For local travel, you incur all costs associated with this arrangement including, but not limited to: travel, lodging and meals. Whenever possible and appropriate, teleconferencing will be provided as an option.

E: Insurance, Health and Safety
You will provide and maintain a designated work space at the RWL. Worker's Compensation liability will be limited to work-related injuries/illnesses at this work space as opposed to applying to all areas of the home/RWL. You are responsible for immediately informing your manager/supervisor of any potential work-related injuries/illnesses. The University will be responsible for any work-related injuries as stated under the Worker's Compensation laws applicable to the RWL.

You may have to participate in periodic health and safety inspections of your RWL, provided there is at least a 24-hour notice and the inspection is within working hours, to ensure compliance with University standards described in “Arranging Your Workstation to Fit You,” available through the Risk Management Office.

Transportation between the primary (or campus work location and the RWL and any accident that may occur in transit is your responsibility. When your presence is required at a primary (or campus) work location, you are not considered to have arrived at the work location until the destination is reached. Travel to and from the primary (or campus) work location is not considered work time.

F: Equipment
Prior to finalization of this telecommuting agreement, it shall be established that you will verify that you have appropriate equipment, software and connectivity to adequately complete your duties. The costs for office furniture will be your responsibility.

All equipment loaned by the University for the purpose of performing the agreed-upon job duties will be maintained in good working condition and used only for performing job responsibilities. The cost of maintenance for University equipment will be covered by the University, if approved by the manager in advance. Software used by you is subject to the same University restrictions on duplication and unauthorized use of software used in the office. (See "Management of Copyrighted Software" SPG 601.3-1.) U-M equipment is for University-related work only. You may not use University equipment for unlawful purposes, for work for other employers or for personal financial gain. Other persons are prohibited from use of University equipment.

Any hardware or software purchased by the University remains the property of the University and must be returned to the University upon request. Equipment no longer used by you must be return in a timely manner. Equipment provided by the University will be maintained by the University. You will be required to bring, or send if you are not local, your University-owned machines into the primary (or campus) work location for servicing. The University is not responsible for the temporary loss of telecommuting days due to equipment maintenance or repair, and you are expected to report to the primary (or campus) work location or obtain approved leave in such a circumstance. The University assumes no responsibility for repair, maintenance or replacement of personally-owned equipment used for telecommuting. Computing Support may provide general documentation but will not troubleshoot connectivity issues. If loan equipment is available during the repair period, you may be able to check this out through desktop support and continue telecommuting. However, if there is no available loan equipment, you must report to work at the primary (or
campus) work location or use vacation time while working to correct issues impeding performance, unless you and your manager/supervisor agree to another course of action.

The University may terminate this agreement if there is an inability to deliver work due to technology limitations or other man-made degradation of service. If you are aware of degradation of service that would prohibit you from working, you may make arrangements with your manager to use vacation time while working to correct issues impeding performance, unless you and your manager/supervisor agree to another course of action. Access (including connectivity) requirements will be decided upon by you and your manager, depending on the type of work to be performed. You incur all costs associated with this arrangement including, but not limited to: phone, computer and Internet connectivity.

Upon resignation or termination of this agreement, you agree to return the equipment loaned in good working order and in comparable condition as when loaned.

G: RWL Visits
The University may visit your RWL during work hours without notice in order to retrieve University equipment that you have not returned after being requested to do so.

H: Security of Information
You may not compromise the confidentiality or security of University information due to telecommuting, remote computer access and so on. This includes maintaining data security and confidentiality to the same degree maintained by the University. You must comply with the policies and guidelines of proper use of information technology found in the Standard Practice Guide. Breaches of information security, whether by accident or design, while telecommuting may result in the termination of the agreement and/or disciplinary action up to and including discharge. See http://www.safecomputing.umich.edu/ for more information and requirements.

I: Reimbursements and Telecommuting Expenses
(Use when no reimbursement for the telecommuting arrangement will be granted:) You incur all costs associated with this arrangement including but not limited to: travel, lodging and meals, internet connectivity, and mobile devices.

(Use when travel expenses will be reimbursed and the employees has requested to but is not required to work from a non-UM location; therefore it is considered taxable commuting expenses to/from Ann Arbor:) The University does not reimburse for commuting expenses. Therefore, travel expenses to and from the remote work location and the primary (or campus) work location that are reimbursed in accordance with University guidelines, will be treated as taxable income to you. You will incur the charges for the travel expenses and will be required to submit receipts for reimbursement which will be processed as taxable income. However, business-related travel not to the primary (or campus) work location pre-approved by the manager (e.g., customize with specifics for each employee) will be reimbursable business expenses, in accordance with University guidelines, that will not be treated as taxable income.

(Use when the remote work location is established by U-M and U-M determines the work must be done from the remote location:) We anticipate that travel expenses to and from the remote work location and the primary (or campus) work location will be reimbursable business expenses that will not be taxable to you. In addition, other business-related travel pre-approved by the manager will also be reimbursable business expenses, in accordance with University guidelines, will not treated as taxable income.
You must obtain supplies (paper, pens, printing supplies, etc.) through your University department and only supplies that are regularly stocked will be available. You will not be reimbursed if supplies are obtained elsewhere. Expenses not specifically covered in this agreement will be dealt with on a case-by-case basis, taking into account the reasonableness of the expense and the department budget for the program/project(s). You cannot be assured of reimbursements for expenses not approved in advance.

J: Domestic Care
During established work hours at the RWL, you agree that family care demands shall not compete with work except in the case of an emergency when the applicable time off option will be used. Telecommuting will not be a substitute for family care demands.

K: Tax Liability
The tax implications of telecommuting are entirely your responsibility. You are encouraged to seek professional advice in this area.

L: Local Zoning Ordinances
You are responsible for observing any municipal zoning ordinances regulating the performance of work at home for telecommuting purposes.

M: Telecommuting Work Agreement Safety Guidelines
As discussed in Part E. above, you may be required to participate in periodic health and safety inspections of their work site to make sure it meets University standards laid out in “Arranging Your Workstation to Fit You” (available through the Risk Management Office).

RWL Workstation Design
- Adjust your computer screen so that it is approximately 18-26 inches from your eyes and its height is slightly below eye level.
- Reduce the risk of an injury by keeping your work area clean.
- Keep walkways clear and avoid clutter to reduce the risk of a slip or fall.
- Use power strips to avoid tangled extension cords.
- Ensure that all electrical cords are in good condition.

Postural Considerations
- Keep your head straight and elbows bent at 90 degrees when using a keyboard. Always keep wrists in a neutral (straight) position.
- Keep your feet flat on the floor and relax neck and shoulder muscles to minimize stress.
- Alternate work tasks, rotate activities and take periodic mini-breaks to rest muscles.
- Sit with your head, neck and back upright. Support your lower back with a pillow, if needed.
- When lifting, keep the load against your body and lift with your legs not just your back.

N: Liability
The Risk Management Office has provided the following information as recommended: except as stated under Part II-E (Insurance, Health and Safety) and Part II-F (Equipment) of this agreement, you understand and agree you are liable for property damages and injuries to you and third persons at the RWL. You agree to indemnify and hold the University and all or any of its representatives harmless from and against any and all claims, demands, judgments or liabilities (including any related losses, costs, expenses and legal fees) resulting or arising from or in connection with any injury and damage (including death) to any person or property, caused directly or indirectly by your willful misconduct, negligent actions or performance of your...
duties and obligations under this agreement, except where liability arises solely from the negligence and misconduct of the University.

**O: Signatures & Attestation**
As evidenced by my signature below as the employee, the information I have provided in this Telecommuting Work Agreement (TWA) is accurate and will be followed on a regular basis and under the direction of my manager/supervisor. If any information changes, it is my duty to inform my manager/supervisor and to initiate the completion of an updated agreement. My manager/supervisor may need to consult with Human Resources. I understand that my up-to-date telecommuting agreement will be housed within my unit personnel file. I have read and understand this agreement, and I agree to the duties, obligations, responsibilities and conditions described within said documents. I agree that I must furnish and maintain my remote work location workspace in a safe manner; employing appropriate telecommuting security measures; and protecting University assets, information, confidential materials and systems related to this telecommuting agreement. I understand that telecommuting is voluntary and may be stopped at any time. I also understand that the University may, at any time, change any or all of the conditions under which I am permitted to telecommute or altogether withdraw permission to telecommute. Additionally, I have read, and agree to comply with the Telecommuting Work Agreement Safety Guidelines.