



Terms and Conditions of Telecommuting Arrangement

Work Location and Availability

The employee will work remotely from home and is expected to be available via phone or email during regularly scheduled work hours. The employee is expected to provide the supervisor with an up-to-date phone number.

The employee is expected to give full attention to their work during working hours in accordance with the work schedule agreed upon with their supervisor.

Absences

Foreseeable absences should be reported to the supervisor in advance, consistent with other SMU policies relating to absence and leaves of absence. Unforeseeable absences should be reported as soon as possible, in accordance with SMU policy.

Reporting Time

As a regular benefit-eligible monthly staff employee, time off is to be reported monthly via my.SMU so that accurate records of absences and leave balances are maintained. The employee must also report in the event no time off is taken. All non-exempt employees are required to report all hours worked during the workweek. Failure to report all hours worked may result in discipline, up to and including termination.

Duties

The duties, responsibilities and conditions of employment are not altered by the employee's ability to work remotely. Likewise, the employee's compensation and benefits remain the same.

Employee and supervisor should discuss and agree upon the work to be accomplished. Required meetings and regular communication periods should be established. Necessary communication and interaction with co-workers, supervisors, internal and external customers and/or vendors is expected. The employee may be required to attend meetings or otherwise come to SMU campus or other location as necessary.

Regular reviews of work accomplishments and project reviews should occur between employee and supervisor at supervisor designated dates/times.

Equipment

All SMU equipment which is loaned to the employee to perform work, is SMU's property and must be returned upon termination of employment, or at an earlier time, when requested by the supervisor.

It is expected that the employee will take proper care and protect the equipment. Instructions will be provided by the supervisor regarding logistics related to repair and/or shipping of equipment.

All equipment should be used only for SMU work-related purposes and utilized only in a dedicated secure location, ensuring privacy and security, including password protection.

All SMU policies regarding the use of electronic communication and use of systems apply to the employee when working remotely.

The employee will provide a secure work environment so that SMU equipment in the home is not accessible to non-SMU employees and is secure when not in use.

Phone and Internet Service

The employee will provide and maintain phone services and internet service in order to work remotely. Phone connectivity either through residential land line or cellular is paid for by the employee and shall not be reimbursed by SMU.

If residential internet connectivity issues arise, the employee must have a contingency plan for connecting to the central office. The employee is required to inform the supervisor when connectivity issues arise and communicate the plan of action.

Safety

Employee agrees to set up and maintain a dedicated area in the home in which remote telecommuting work will be performed. Work should be performed in a safe place and manner, free from hazards which could result in personal injury.

Employee agrees to immediately report employee's injury or occupational illness that may arise while performing work.

SMU will not assume liability for injuries to others who may enter the telecommuting work area should injuries occur.

Confidentiality/Security

Employee must guard and ensure confidentiality of all SMU information. Employee may not disclose or use any SMU confidential information other than in connection with his or her duties for SMU. This confidentiality requirement includes, but is not limited to, personally identifiable information of SMU students that is confidential under the provisions of the federal Family Educational Rights and Privacy Act ("FERPA") and state law.

Assessment of Remote Work Location

No later than six months from the start of the telecommuting arrangement, the employee and his/her supervisor and/or divisional leadership should meet to determine whether continuation of the telecommuting arrangement is appropriate and to problem solve any issues.

Termination/Modification of Telecommuting Arrangement

SMU reserves the right to suspend, adjust, or terminate the flexible work arrangement at any time in the event the arrangement is not operating to the satisfaction of the University. The flexible work arrangement may also be suspended, adjusted, or terminated due to the employee's performance issues, including, but not limited to, failure to devote full attention to employee's work during working hours, failure to complete the agreed upon project(s) or work deliverables, failure to comply with the

Terms and Conditions of Telecommuting Arrangement (the “Terms and Conditions”), or due to a change in SMU or the division/school or department’s business needs/requirements. Nothing herein shall alter the employee’s at-will status with the University.

By signing below, the employee acknowledges that he or she has received a copy of the Terms and Conditions, has read the Terms and Conditions, and agrees to comply with the Terms and Conditions. By signing below, the employee further agrees and acknowledges that the Terms and Conditions shall apply to employee’s telecommuting arrangement.

Employee Signature: _____

Date: _____

Employee Printed Name: _____

Upon completion, please return to: rsampson@smu.edu

Last updated: 03/29/2022