

COVID-19 TEMPORARY TELECOMMUTING AGREEMENT
For Employees of Dartmouth not covered by collective bargaining units

Dartmouth encourages departments and units to consider ways of implementing social distancing as a method to minimize the spread of the **COVID-19 Virus** (referred to throughout this document as the current public health situation). One such option for social distancing is telecommuting on a temporary basis where management has determined that such temporary telecommuting is appropriate and viable. This **Temporary Telecommuting Agreement (“Agreement”)** should be used in all instances in which management has determined that an employee may temporarily telecommute as a means of social distancing.

The following constitutes an agreement between Dartmouth College, _____ (*Dept Name*) ("Dartmouth") and _____ (*Employee Name*) ("Employee").

In consideration for Dartmouth allowing Employee to telecommute temporarily based upon the current public health situation, effective beginning _____ (*date*), in accordance with the terms and conditions of this Agreement, Employee agrees as follows:

1. We (Dartmouth) and you (Employee) agree that you will temporarily telecommute beginning on _____ (*date*) with an expectation of returning to your previous work arrangement/location **as determined by Dartmouth and specifically by your supervisor** based upon improvements in either the public health situation or Dartmouth’s ability to address social distancing issues through other means. You understand that this Agreement to permit you to telecommute is a temporary measure only and will be reviewed continuously during the period in which Dartmouth encourages social distancing as a measure intended to minimize the spread of disease during the current public health situation. **Accordingly, Dartmouth may alter this schedule or end the temporary telecommuting agreement at any time, at its discretion.**
2. You agree that the temporary telecommuting arrangement is an extraordinary measure taken in light of the current public health situation and for no other reason, and that the establishment of this temporary measure in no way indicates Dartmouth’s agreement that your position is eligible for telecommuting under other circumstances.
3. You agree to maintain a presence with your department while temporarily telecommuting. Presence may be maintained in the manner and using the technology, directed by the department, which remains readily available. You agree to use technology such as a laptop computer, mobile phone, email, videoconferencing, or text messaging as expected, and communicated to you, by your supervisor. You are expected to maintain the same response times as if you were at your regular Dartmouth work location. You will make yourself available to attend work calls or teleconference meetings as requested or required by your department.
4. While temporarily telecommuting, you will work just as if you were in a regular Dartmouth work location and maintain availability, productivity, performance, communication and responsiveness standards as if you were not telecommuting. This agreement does not change the basic terms and

conditions of your employment, including work hours, at Dartmouth College. You will continue to perform all your duties as set forth in your job description as well as any additional or different duties that the department may assign from time to time. Further, you remain obligated to comply with the all policies and procedures set forth by Dartmouth and your department.

5. Dartmouth will provide the equipment necessary for Employee to effectively perform assigned tasks at the telecommuting location. The supervisor will determine what equipment is necessary. The equipment must be protected by Employee against damage and unauthorized use. Any equipment provided by the Employee will be at no cost to Dartmouth and will be maintained by the Employee in accordance with the device configuration standards established by Dartmouth. Dartmouth will not be responsible for space rental, operating costs, home maintenance, or any other incidental cost (e.g., utilities, heating, cooling) whatsoever, associated with the use of the Employee's residence for telecommuting. Dartmouth will not be liable for damages to the Employee's property that results from participation in the telecommuting program.

6. The Employee will receive assignments from _____ (*Supervisor Name*) and others as would normally occur under regular work arrangements. The Employee will complete all assigned work according to work procedures, guidelines, and standards established by Employee's supervisor.

7. If you are a non-exempt Employee, you are not to work overtime without prior approval from your supervisor and you are required to take your rest and meal breaks while telecommuting. All hours worked must be reported and you will be paid for all hours worked.

8. You will be solely responsible for the configuration of and all the expenses associated with a safe telecommuting workspace and all services unless the Department agrees otherwise.

9. All injuries incurred by you during hours you are working and all illnesses that are job-related must be reported promptly. Additional information concerning Dartmouth's workers' compensation process through Risk and Internal Controls Services Management can be found at dartgo.org/workerscomp.

10. The Employee will apply Dartmouth-approved safeguards to protect Dartmouth's information and records from unauthorized disclosure or damage. Work done at the telecommuting location is considered Dartmouth business and all output of said work is Dartmouth property. All records, papers, electronic files, and correspondence must be safeguarded for their return to the on-campus business location. The Employee will keep all computer systems fully patched and will maintain only secure connections when transferring data concerning the College's business.

The Employee will work from data files housed on Dartmouth secure servers and will store all data files and work within the assigned workspace on these servers.

11. You also agree that effective when you begin temporarily telecommuting under this Agreement, you will be telecommuting from the following City and State: _____, _____. You agree to notify your Department if there are any changes to the City or State from which you are

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telecommuting. You understand that Dartmouth will rely in this information in determining compliance with any applicable laws and ordinances while you are temporarily telecommuting.

By signing this agreement, you are confirming that you have read, understood and will comply with all provisions in connection with this temporary telecommuting arrangement. You acknowledge that if your supervisor deems that the temporary telecommuting arrangement described in this agreement is not working effectively, management may, at any time, adjust or end the temporary arrangement.

UNDERSTOOD AND AGREED:

Employee Signature

Date

Print Employee Name

Employee Job Title

APPROVED BY:

Manager/Supervisor Signature

Date

Manager/Supervisor Name

Manager/Supervisor Job Title

Department

Reference Links

1. Workers' Compensation Policy
https://www.dartmouth.edu/hrs/pdfs/workers_compensation.pdf
2. Risk and Internal Controls Services Management - Dartmouth's workers' compensation process
<http://dartgo.org/workerscomp>
3. Information Technology Services Portal
<https://services.dartmouth.edu/TDClient/1806/Portal/Home>