

MOODY BIBLE INSTITUTE

TELECOMMUTING & REMOTE WORK AGREEMENT

NAME: _____

An assignment to telecommute or work remotely must be mutually agreed to by the employee, the employee's manager, the respective Vice-President, and the Vice President of Human Resources. The assignment can be terminated at any time (with 30 days' notice) for any reason by any of the parties involved. It is a work alternative intended to benefit both the employee and the department and to sustain or enhance employee effectiveness. When telecommuting or a full work schedule from a remote work site is implemented, the above identified parties agree that the following apply:

1. The employee's duties, obligations, responsibilities and conditions of employment with Moody remain unchanged when telecommuting or working remotely. The employee's salary, retirement plan, benefits and Moody sponsored insurance coverage will not change unless the home location or number of hours which the employee works dictates such a change. Employees who relocate away from the geographic area of their current worksite and there is no physical Moody facility at the new location, are "remote" employees. Salaries for remote employees will be adjusted based on the cost of salaries of the new geographic location.
2. Job responsibilities, standards of performance and performance evaluations remain the same as when working on Moody's main campus or other worksites. This includes timekeeping, overtime, and paid time off policies and procedures. Benefits will be determined as with any other employee in the job classification as defined by normal Moody policy.
3. Work hours, overtime compensation and vacation schedules conform to applicable Human Resources policies. Requests to work overtime, use sick leave, vacation or other leave must be approved by the employee's manager in the same manner as when working on the main campus or other Moody worksites. Requests for changes in the agreed work schedule should be approved by the employee's manager.
4. The employee remains obligated to comply with all Moody rules, policies, practices and instructions that would apply if the employee were working at a regular Moody worksite--with exception of those involving business dress and events or requirements distinctly related to a Moody worksite. Work products developed or produced by the employee while telecommuting or working remotely, remain the property of Moody.
5. The employee, when telecommuting, will report at predetermined times and dates in person to their manager as required for ongoing departmental interaction and required meetings. Outside of this predetermined commute to Moody, employees' use of their personal vehicle for Moody business is prohibited without the prior authorization from their Vice President.

6. The employee will designate a work space as the home office and will maintain this work space in a safe condition, free from hazards and other dangers to people and equipment. The employee will absorb any costs related to remodeling and initial setup of the designated work space.
7. If the employee has small children at home that depend on the employee for care, the employee must have adequate childcare for them. This policy is not intended to allow for you to watch your child(ren) while simultaneously working.
8. Moody's liability for employee job-related accidents will continue to exist during the employee's approved hours of work since the employee's home office shall be considered an extension of a regular Moody worksite.
9. Moody may make on-site visits to the employee's home, either at a mutually agreed upon time or at an unannounced time to ensure that the designated work space is safe and free from hazards and to maintain, repair, inspect or retrieve Moody owned equipment, software, data, and supplies.
10. Unless specifically provided for in writing, Moody will not be responsible for any costs associated with employees' residence or property; such as rent, mortgage payments, interest, taxes, utilities, environmental protection, household safety equipment, repairs, maintenance, upkeep, etc. Issues related to individual tax deductions for the designated work space in the employee's home shall be the responsibility of the employee.
11. The employee will be expected to supply their own computer equipment, software and Internet connection to perform the assigned job tasks. The computer should meet the minimum standard to successfully perform their job.
12. In certain limited circumstances, Moody may provide computer equipment and software for the employee's use. If equipment and software are provided by Moody for use at the employee's home office, it will remain the property of Moody and will be returned to Moody when this telecommuting agreement or employment is terminated. The employee is responsible for safe transportation and set-up of equipment. The equipment will be repaired and maintained on Moody's main campus or other repair depot designated by Information Technology Services. Moody is under no obligation to provide loaner equipment while equipment is being repaired. The employee or their department will be responsible for any expense returning the equipment to the Chicago campus for repairs. Software may not be duplicated.
13. Data and supplies provided by Moody for use at the employee's home office will remain the property of Moody and will be returned to Moody when this alternate work agreement or employment is terminated.
14. Use of equipment, software, data, and supplies provided by Moody for use at the employee's home office is limited to authorized persons and for performing Moody

business. The employee is responsible for ensuring all items are properly used.

15. The employee is responsible for the safety and security of Moody equipment, software, data, and supplies at the employee's home. This includes maintaining data security and record confidentiality to at least the same degree as when working at a Moody worksite. The employee may not duplicate Moody-owned software and will adhere to the manufacturer's licensing agreement.
16. When the employee incurs telephone charges for conducting Moody business from a home telephone, these expenses may be reimbursed from department funds upon submission of appropriate documentation.
17. When the employee uses personal equipment, software, data, supplies and furniture, the employee is responsible for maintenance and repair of these items unless other arrangements have been made in advance and in writing with the vice president (commitments in this respect regarding computer hardware or software are invalid without the approval of the Vice President of Information Technology Services).
18. It is understood and agreed that the employee remains liable for property damages and injuries to third persons and/or members of the employee's family at the employee's residence. Employee agrees to defend, indemnify and hold harmless Moody and its employees, agents, officers, trustees, successors and assigns (in their official and individual capacities) from and against any and all claims, demands, judgments or liability (including any related losses, costs, expenses and attorney fees), resulting from or arising in connection with any injury to persons (including death) or damage to property, caused directly or indirectly, by the services provided thereunder by the employee or by the employee's willful misconduct or negligent acts or omissions in the performance of the employee's duties and obligations under this Agreement, except where such claims, demands or liability arises solely from the gross negligence or willful misconduct of the Institute.
19. Notwithstanding the provisions of the opening paragraph of this document, this agreement will be formally reviewed by Moody leadership with respect to its continuation no later than six months from the date of its approval and annually thereafter. This alternate work arrangement may be withdrawn by Moody with a 30 day notice to the employee.
20. Current position: _____; current "x" salary: _____; relocation to _____ ("x"% cost of Chicago salaries) new salary: _____ effective first of the month after relocation.

By signing below, employee affirms that he/she had read this Agreement, understands its subject matter and agrees to its terms.

Employee Signature _____ Date _____

Approved By:

Manager _____ Date _____

Vice President _____ Date _____

VP, Human Resources _____ Date _____

(The final approved version of this agreement will be retained in the employee's personnel file.)