

Telecommuting Agreement

Employee Name:	Employee ID No.:
Position Title:	College/School/Div./Dept.:

Duration: This Agreement will be valid as specified below until terminated by the employee or management.

Termination of Agreement: The employee may discontinue the telecommuting Agreement at any time. Also, management may discontinue the telecommuting Agreement at any time, if it is not in the best interests of the University. Termination of the Agreement by either party must be in writing.

Place of Work: The employee agrees to work at the official work site and/or the approved designated alternative worksite and not at an unapproved site. The supervisor may require the employee's physical presence and participation in meetings, training sessions, and/or other work-related activities, in the supervisor's sole discretion.

Work Hours: Work hours are specified below. Any deviation from the specified work hours must be approved in advance by the supervisor. The employee shall not be responsible for or engaged in care-giving for children, parent(s), or others during scheduled hours of work. The employee shall remain accessible during the telecommuting work schedule and shall check in with the supervisor to discuss status and open issues.

Basis for Entitlements: All pay, leave, and travel reimbursement entitlements shall be based on the employee's official worksite, not the approved designated alternative worksite. The employee does not forfeit any reimbursement for authorized expenses incurred while conducting business for the University.

Leave: The employee must obtain supervisory approval before using leave in accordance with established procedures.

Overtime: If the employee is eligible to receive compensation for overtime (i.e., overtime pay and/or compensatory leave), he/she must receive supervisory approval for such overtime in advance of working the time.

Equipment: In order to effectively perform work, the employee may be authorized to use University equipment at the approved designated alternative worksite. The equipment must be protected against loss, damage, and unauthorized or accidental use and access. Equipment provided by the University will be maintained and serviced by the University. Access to University equipment at the approved designated alternative worksite must be granted to appropriate university officials. Employee is responsible for providing space, telephone, printing, networking, and/or Internet capabilities at the designated alternative worksite, and shall not be reimbursed by the employer for these or related expenses. Internet access must be via DSL, Cable Modem, or an equivalent bandwidth network. Equipment provided by the employee shall be at no cost to the university and shall be maintained and serviced by the employee.

Personal Liability: The University shall not be liable for damages to the employee's personal property resulting from this telecommuting Agreement. Employee agrees to hold the University harmless for injury to others at the designated alternative worksite. The employee understands that Employee is responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.

Costs: The University shall not be responsible for the operating, maintenance, or other incidental costs associated with use of the employee's residence as the approved designated alternative worksite.

Workers' Compensation: The employee is covered by workers' compensation for an injury or illness resulting from performing official duties at the approved designated alternative worksite. The employee must authorize appropriate officials to access the approved designated alternative worksite to perform safety inspections and/or investigate a workers' compensation claim.

Supervisor Visits: The supervisor may visit the approved designated alternative worksite with advance notice to the employee. The purpose of such visit is to ensure proper maintenance of any equipment provided by the University, confirm that the site is conducive to the telecommuting agreement, observe work being performed, and/or for other business-related reasons.

Performance Evaluation: The evaluation of the employee’s job performance will be based on established performance standards and expectations. Performance must remain satisfactory for this telecommuting Agreement to continue.

Official Documents/Records, Other Information/Data, and Materials: While working at the approved designated alternative worksite, the employee shall properly safeguard and prevent loss, damage, destruction, as well as unauthorized or accidental access, use, modification, and disclosure of University-owned documents/records, sensitive or confidential information, data, computers, electronic devises, and other materials and equipment.

Participation in Evaluation of Agreement: When requested, the employee and supervisor will be expected to promptly complete and submit telecommuting evaluation materials. The employee shall return University-owned equipment, records, and materials within three (3) days of termination of this agreement for inspection, repair, replacement, or repossession.

Reporting: The employee agrees to report to Employee’s supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.

Failure to Comply: Non-compliance with the provisions and conditions of this Agreement may result in termination of the Telecommuting Agreement and/or appropriate disciplinary action, up to and including dismissal.

Telecommuting Begin Date: _____ End Date: _____

Address of Approved Designated Alternative Worksite and Alternative Worksite telephone number: _____

Approved Work Schedule at Approved Designated Alternative Worksite: _____

Approved Work Schedule at Official Worksite:

Equipment/Services Provided by Employee:

Equipment/Services Provided by the University:

Other Conditions:

I, the undersigned employee, understand and agree to the provisions and conditions specified in this Agreement. I further agree that my duties, obligations, responsibilities, and the conditions of my employment with the University remain unchanged, except those obligations and responsibilities specifically outlined in this Agreement. My job responsibilities, standards of performance, classification, and performance appraisals remain the same as when working at the original worksite, and my supervisor reserves the right to assign work as necessary at any work site. Telecommuting arrangements may be rescinded by the University at any time. The employee further certifies that the approved alternative worksite provides a work space that is free of safety and fire hazards.

Employee Name (Print) Employee Signature Date

Supervisor Name (Print) Position Title Date

Supervisor Signature Approved Not Approved Date

President/COO/Provost/Vice President Approved Not Approved Date