

University of North Carolina at Greensboro Teleworking Agreement

This Agreement, effective _____, is between _____, an employee of UNCG (referred to as “Employee”) and the University of North Carolina at Greensboro (UNCG).

The parties, intending to be legally bound, agree as follows:

Scope of Agreement: Employee agrees that teleworking is voluntary and may be terminated at any time, by either the Employee or UNCG, with or without cause.

Other than those duties and obligations expressly imposed on Employee under this agreement, the Employee’s duties, obligations, responsibilities and conditions of employment with UNCG remain unchanged.

This Agreement shall be construed, interpreted, and enforced according to the laws of the State of North Carolina.

Term of Agreement: This Agreement shall become effective as of the date written above, and shall remain in full force and effect, unless the Agreement is terminated or unless the Employee is terminated.

Termination of Agreement: There exists no right to telework. Employee’s participation as a teleworker is available only as long as UNCG permits, in its sole discretion. UNCG may terminate Employee’s participation as a teleworker, with or without cause, upon notice thereof, in writing. UNCG will not be held responsible for costs, damages or losses resulting from cessation of participation as a teleworker. This writing is not a contract of employment and may not be construed as one.

Compensation and Benefits: Employee’s compensation and benefits shall be the same for a teleworker as if employed on campus. Employee agrees to obtain advance supervisory approval before performing overtime work and before taking leave. Working overtime without such approval may result in termination of the teleworking privilege and/or other appropriate action, including disciplinary action.

Evaluation: Teleworking Employee shall be evaluated in the same manner as other UNCG employees in their classification, for example EPA or SPA.

Employee Provision of “Designated Remote Workspace”: The Employee shall identify a location within his or her home, hereafter referred to as “Designated Remote Workspace” that shall contain adequate space for furniture and equipment as defined in the Teleworking Assignment. This workspace should be free of hazards to the Employee. If the Employee is

injured while working in the Designated Remote Workspace, Employee must immediately inform Employee's direct supervisor.

Provision of Furnishings and Equipment for Designated Remote Workspace: UNCG will provide Employee with all necessary furniture and equipment, including installation of such provisions at the Designated Remote Workspace and removal upon termination of employment and/or termination of this Agreement. Alternatively, upon the approval of UNCG and the Office of Safety, Employee may provide his/her own furniture and equipment upon completion and submission of the self-certification checklist.

Workers' Compensation: UNCG will be responsible for any work-related injuries as may be required by North Carolina Workers' Compensation laws. Any claims will be handled according to the normal procedure for Workers' Compensation claims.

Visitation of Designated Remote Workspace by Employer: Employee agrees that UNCG may visit the Designated Remote Workspace for the purpose of determining that the site is safe and free from hazards and/or to maintain, repair, inspect, or retrieve University-owned equipment, software, data or supplies. In the event that legal action is required to regain possession of University-owned equipment, software, or supplies, Employee agrees to pay all costs incurred by UNCG, including attorney's fees.

Access to Materials and Protected Information: Employees must follow all federal and state laws and UNCG policies to protect the security of student and other UNCG information. Employee is responsible for maintaining the security and confidentiality of all UNCG information in his/her possession. Failure to follow the law and policies is grounds for disciplinary action and immediate revocation of teleworking privileges.

Work Schedule: Employee agrees that Employee's work schedule will be as designated in the attached Teleworking Assignment. Any changes to Employee's Work Schedule must be agreed to by Employee's supervisor in advance. Employee agrees to maintain contact with the office as specified by the supervisor and to provide to the Employee's supervisor any supporting documentation for hours worked.

Work Hour Supervision: If the Employee's job function requires use of a networked computer, the Employee's computer usage may be monitored to ensure Employee is logged into the computer and engaged in work related activities during work time. The Employee agrees that he or she may be contacted by his or her supervisor at a phone number so designated in the Teleworking Assignment during the scheduled work hours.

Internet Connectivity Expense: The University may pay for the installation of Internet connectivity (hereafter "service") such as high speed cable modem service (for example, "Road Runner"), DSL line, or second phone line as deemed necessary by Employee's supervisor. If Employee currently subscribes to an appropriate service and installation or relocation of service to a suitable "Designated Remote Workspace" is not necessary, the University shall not reimburse the Employee for the initial cost of such installation. The University shall either through direct billing by the service provider or periodic reimbursement to the Employee pay for the monthly cost of the service necessary for the performance of job duties as deemed necessary by the Employee's supervisor. Payment for service shall be for the duration of the Teleworking

Agreement. The Employee shall be responsible for any charges related to continuation of service beyond last date of employment or beyond the conclusion of the Teleworking Agreement.

Telephone Expense: The University may pay for cellular or land line based telephone charges/connections solely related to the performance of Employee's job duties as deemed necessary by Employee's supervisor.

Other Expenses: The University SHALL NOT reimburse Employee for any costs related to the maintenance/use of the "Designated Remote Workspace" other than those defined above.

Appropriate Use of University Provided Computing Resources: Employee use of University provided computer resources such as accounts, equipment, software and Internet connectivity is subject to UNCG "Computer Use Policy for University Employees."

Income Tax: It will be the Employee's responsibility to determine any income tax implications of maintaining a home office area. Employer will not provide tax guidance nor will Employer assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

Office Supplies: Office supplies will be provided by Employer as needed. Employee's out-of-pocket expenses for other supplies will not be reimbursed unless Employee has received prior approval of Employee's supervisor.

Dependent Care: During teleworking hours, Employee may not engage in non-work related activities including, but not limited to dependent care, without taking appropriate leave.

Teleworking Program Studies: Employee agrees to participate in all studies, inquiries, reports and analyses relating to teleworking conducted by the Employer.

Employee remains obligated to comply with all of UNCG's policies, rules, practices, instructions and with this Agreement. Employee understands that violation of any of the above may result in preclusion from teleworking and appropriate disciplinary action.

I have read and understand this Agreement, discussed it with my supervisor and accept its conditions.

Employee: _____ **Date** _____

Director/Unit Head: _____ **Date** _____

Note: A copy of the Employee's job description and work plan should be attached to this Agreement.