

NC STATE UNIVERSITY
CHASS Telecommuting Agreement for SPA Employees

Name of Employee	
Position Title and Position #	
Alternative Work Address (not a post office box)	
Alternative Work Site Phone #	

Telecommuting is a work arrangement whereby a supervisor permits an employee to perform job duties at an alternate work location in order to promote work efficiencies. Telecommuting is a privilege which may be granted under appropriate circumstances to employees who have demonstrated work habits and performance well-suited to successful telecommuting and whose job responsibilities are suited to such an arrangement. Employees are subject to the same performance expectations as if they were at the central work site. Written agreements are required for telecommuting arrangements with SPA employees.

Terms of Agreement:

- This agreement sets forward the general provisions for telecommuting but does not, in and of itself, give approval for any specific telecommuting occasion. The employee will only telecommute when specifically approved to do so in advance by her/his supervisor. Approval must be given in writing and include a specific schedule prior to each telecommuting occasion. The approval and schedule for a specific telecommuting occasion may be given via email.
- Telecommuting is not an employee right, and this agreement creates no employee rights in relation to telecommuting.
- The employee will not telecommute outside of normal working hours as a means to “make up” time missed during her/his scheduled work hours. This agreement pertains to an alternative work location not flexible work hours.
- The employee will apply herself/himself to assigned work during designated work hours. The employee is responsible for maintaining the same levels of production as if she/he were at the central work location.
- The employee must be available to be contacted by her/his supervisor while telecommuting.
- All leave policies are applicable while telecommuting. The supervisor is required to monitor the hours of “subject” employees to ensure compliance with the FLSA. If the employee is subject to overtime provisions, she/he will email her/his supervisor at the beginning and at the end of each telecommuting occasion. The employee will maintain appropriate records of her/his hours indicating start and stop times on the time record.

- If the employee is subject to overtime provisions, she/he will not work beyond the standard work week (40 hours for a full-time employee) unless approved in writing in advance by her/his supervisor.
- Compensation and benefits will not change as a result of this agreement. Tax implications of telecommuting are the responsibility of the employee.
- If the employee works on restricted-access information or materials at the alternate work location, she/he agrees to follow department approved security procedures. She/he will take reasonable precautions to prevent disclosure of confidential information to third parties.
- The employee agrees to follow software-licensing provisions agreed to by the University. The employee may also access university-owned and licensed software via Remote Desktop. Restricted access data should only be accessed remotely, and no copies of restricted data should be made to privately-owned computers at alternate work locations.
- This agreement does not imply that reimbursement of internet connectivity charges at the alternate work location will be provided.
- All University property remains the property of the University. The employee agrees to follow all applicable rules for removing equipment from campus to an alternative site and agrees to return property to the University within 24 hours of being notified of termination of this agreement. Maintenance, repair, or replacement of equipment owned by the employee is her/his responsibility.
- The University's liability for job-related accidents continues to exist during the employee's approved work hours at the alternate location. The supervisor will assure that university-owned materials, equipment, and furniture used by the employee for work-related purposes at the alternate work location comply with safety standards. The employee will report immediately if an injury occurs.
- This Agreement is in effect until modified or rescinded by the employer or employee.

I agree to the Telecommuting Agreement.	
_____	_____
Employee Signature	Date

I approve the Telecommuting Agreement.	
_____	_____
Supervisor Signature	Date
_____	_____
Department Head/Director Signature	Date