

# University of Utah Campus and Health Academics Telecommuting Plan and Agreement Form (Subject to Policy 5-140 and Guideline G5-140A)

This document is intended to ensure that both the supervisor and the employee have a clear, shared understanding of the employee's telecommuting arrangement. Each telecommuting arrangement is unique depending on the needs of the position, department, and employee.

Telecommuting is neither a universal employee right nor a universal employee benefit; telecommuting is a management option for an alternative work arrangement. This agreement does not constitute, and may not be construed as, a commitment by the University to employ Employee for any specific duration, or to approve a telecommuting arrangement for any specific duration, and Employee's employment with the University will remain governed by University policies. Employee acknowledges and agrees that the University may modify the terms under which it will permit telecommuting and consequently the University may modify the terms of this Agreement in its discretion, and Employee's ongoing employment shall be sufficient consideration for any such modification. Relocation to a different state requires prior approval and a new telecommuting agreement. Telecommuting outside of the United States is not permitted.

The completed form should be retained in the department for documentation. Additionally, the completed form should be sent to University Human Resource Management (askhr@utah.edu).

# Section 1: Employee Information

Employee Name:			
Employee UNID:			
Job Title:			
Job Code:			
Department ID:			
Supervisor Name:			
Supervisor UNID:			
Arrangement requested by:		Employee	Employer
Primary Work Location Full Address:			
Telecommuting Arrangement Effective:			

#### Section 2: Job Duties

The general expectation under this telecommuting arrangement is that the employee's work status, job duties, essential functions and responsibilities will remain unchanged because of telecommuting. If there are telecommuting-specific job expectations (e.g., attendance at in-person meetings), specify them in the box below, attach additional pages, or enter N/A. It is expected that the employee will continue to meet established job performance expectations while telecommuting.

Sample text: In-person attendance at quarterly divisional meetings is expected.

#### **Section 3: Work Schedule and Location**

Employee agrees to ensure that any alternative worksite is adequate for the work to be performed, as well as safe and ergonomically suitable, and to report work-related injuries to employee's supervisor no later than 24 hours after injury. Employee agrees to hold the University harmless for injury to others at the alternative worksite.

Day of Week	Work Hours	Work Location (Home or other address – if at the University include the building location code, building name, floor, and room #)
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

## Section 4: Equipment and Technology Access

Employee agrees to protect University-owned equipment and confidential information from unauthorized or accidental access, use, modification, destruction, or disclosure. When accessing, storing, or transmitting confidential information, employee will ensure that the information is encrypted according to Information Security Office standards and <u>Policy 4-001</u>. Specify any equipment or technology access the employee will need to telecommute and whether it will be employee or employer provided. In the event of equipment failure or service interruption, the employee must notify employer immediately to discuss alternative assignments or other options.

Equipment	Provided by	Responsible for loss/damage

#### Section 5: Travel Costs

Employee will be responsible for any costs of travel to the University, unless the governing department agrees to reimburse any portion of such costs.

## Section 6: Telecommuting Work Arrangement Modification

The department may, for any reason or no reason, end a telecommuting work arrangement by providing a minimum of 15 business days' written notice for telecommuting within the state of Utah, and a minimum of 60 days' written notice for telecommuting outside the state of Utah. This provision does not apply to telecommuting arrangements made through the disability accommodation process. All employee-proposed changes are subject to departmental approval.

This Agreement supersedes any previous written or oral agreement between Employee and the University

relating to the same subject matter. This Agreement and the employment relationship between Employee and the University shall be construed and governed by the laws of Utah, without regard to conflict of law provisions. Employee further agrees that any claim or dispute Employee may have against the University shall be resolved by a court located in Salt Lake City, Utah. Employee agrees to submit to the personal jurisdiction of the courts located within Salt Lake City, Utah for the purpose of litigating or resolving all such claims or disputes. This paragraph shall survive the termination of this agreement for a period of ten years.

The fillable boxes in sections 1-4 may be modified in writing and with approval of the supervisor. All other provisions of this agreement may only be modified in writing and with the approval of the cognizant Vice President or designee.

Section 6: Policies and Procedure Acknowledgement	<b>Employee Initials</b>
I have read, understand and agree to adhere to the University of Utah's Telecommuting Policy 5-140 and Guideline G5-140A and agree to comply with the terms and conditions of the policy and guideline.	
I have read and understand this telecommuting agreement and understand and agree to all of its provisions.	
Employee signature: Date:	
Supervisor signature: Date:	