University of Minnesota

Telecommuting Agreement

This Telecommuting Agreement is made by and between:

Employee ____________________________________________________________

AND

Department ____________________________________________________________

INTRODUCTION

A. Employee is currently employed by the University of Minnesota, in the
   ____________________________________________________________ (Department)
   as a ____________________________________________________________ (Job Title) and
   has been employed by the department for at least six months.

B. Employee wishes to begin a telecommuting arrangement through which Employee would work from
   home for a total of __________ days per week.

C. Employee understands that telecommuting is a cooperative arrangement between the Department
   and Employee, not an entitlement, and is based on:
   • The needs of the job, work group, and the Department
   • The Employee’s past and present levels of performance

D. Telecommuting arrangements can be modified at any time by the Department or by mutual
   agreement between the Department and the Employee.

AGREEMENT

I. CONTINUATION OF BASIC TERMS AND CONDITIONS OF EMPLOYMENT

A. Job Duties. The Employee’s work status, job duties, and responsibilities will remain essentially
   unchanged as a result of this Agreement, except the Department may require additional duties of the
   Employee, including periodic written reports to a supervisor regarding work progress. The
   Employee will remain obligated to comply with all University and departmental rules, policies,
   practices, and procedures, including the safeguarding of confidential information, except as may be
   modified in this Agreement.

B. Compensation. The Employee will continue to receive compensation at the same rates as prior to
   telecommuting.

C. Agreement Obligation. This Agreement, its attachments, and any revisions are not contracts or
   promises of employment. Nothing in this Agreement guarantees employment for any specific term.
D. Work Hours. In order for telecommuting arrangement to succeed, it must be a seamless operation. The Employee needs to be as accessible during the agreed-upon work hours just as on-site colleagues are regardless of work location.

II. TELECOMMUTING EQUIPMENT AND SUPPLIES

A. Home Office Furnishings and Maintenance. The Employee is responsible for the costs of establishing and maintaining the home work area.

B. Telecommuting Equipment. The Department may, within its sole discretion, provide to the Employee certain equipment such as computer hardware, and software deemed necessary to perform assigned work off-site as identified on Attachment A, Departmental Property Provided to Employee by Employer, as may be amended from time to time.

   It is understood that such equipment is the sole and exclusive property of the University and is subject to the same business use restrictions as if it were on-site. The Employee will not move the equipment from the designated work area, except as may be necessary to return the equipment to the Department. The Employee shall be liable for the condition of the equipment, except for normal wear and tear, and for damages caused by unauthorized use of such equipment.

C. Notification of Equipment Failure. The Employee is expected to notify his/her supervisor within ________ hours of equipment malfunction or failure. In the event of such malfunction or failure, the Department may, at its sole discretion, supply the Employee with temporary use of department-owned equipment or require the Employee to work at the office.

D. Unauthorized Use of University Property. The equipment, supplies, and other property provided by the Department is provided exclusively for use in providing services to the Department. It may not be used by any person not employed by the Department (including household members), except as may be required for business-related reasons.

E. Return of University Property. The equipment, supplies, and other property provided by the Department should be returned within days of the Department’s request. Upon termination of employment, all equipment, supplies, documents, and other departmental property, specifically identified on Attachment A, as may be amended from time to time, must be returned promptly to the Department. In the event the telecommuting arrangement set forth in the Agreement ends, the Employee’s obligation to return University property continues.

III. SAFETY

A. Designated Work Area. The Employee is required to maintain a designated work area at home and must certify that this work area is safe before the telecommuting arrangement begins. The Employee should only work in this designated work area. No individuals, including friends or work associates, should have access to this work area during designated hours of work unless authorized beforehand.

B. Maintenance of Work Area. The Employee shall maintain the homework area free of safety hazards and other dangers and shall use and maintain equipment and supplies in a safe and appropriate manner. The Employee shall set up and maintain the home work area in accordance with the safety standards specifically set forth on Attachment B, Telecommuting Work Area Safety Certification.
C. **Work Area Inspections.** The Employee agrees that the Department has the right to make periodic visits to his/her home office to audit compliance with these safety standards. Reasonable efforts will be made to schedule such visits in advance.

D. **Reporting of Injury.** The Employee must report any work-related injuries to his/her Supervisor immediately, but no later than 24 hours after such injury, using the standard injury reporting process. This is no different than the expectation of an employee when working in the office. The Employee agrees that it may be necessary for a University representative to visit the home office to investigate an injury report.

E. **Employer Liability.** The University assumes no liability for injuries to the Employee that occur outside of the home work area or outside of working hours. In addition, the University makes no representations on the personal tax and insurance implications of this telecommuting arrangement; it is the Employee’s obligation to address these issues on his/her own.

**IV. WORK AND FAMILY**

This telecommuting arrangement is not to be viewed as a substitute for family care arrangements. There should be a designated person present to provide primary care during employee work hours if dependents are present in the household premises. The Department expects that the Employee will make family care arrangements as needed and that such obligations will not interfere with work obligations and the safety obligations required.

The Employee may undertake family care obligations on a temporary basis only with prior departmental approval. The Employee acknowledges and agrees that potential distractions and conflicting demands must be resolved in advance of starting this telecommuting arrangement.

**V. WORK SCHEDULE**

The Employee agrees to abide by the work schedule set forth in **Attachment C, Employee’s Telecommuting Work Schedule,** which may be amended from time to time by the Supervisor or by mutual agreement. The Employee acknowledges and agrees that compliance with this schedule is necessary to ensure maximum accessibility. The Employee must obtain prior Supervisor approval for working anything other than the scheduled hours per day, including any overtime. Requests for vacation and sick leave will be handled the same as if the Employee was at the office, including prior notification.

**VI. TERMS OF THIS ARRANGEMENT**

Nothing in this Agreement guarantees the Employee a telecommuting arrangement for any specific term. This Agreement can be modified at any time by the Department or by mutual agreement between the Department and the Employee.

**VII. MISCELLANEOUS**

Both parties agree that this Agreement supersedes any previous written or oral agreements between them relating to the same subject matter and represents the entire agreement regarding telecommuting arrangements. The Employee agrees to abide by the terms stated in this Agreement and its attachments.

Note Regarding Taxes: When telecommuting part-time in an adjacent state, such as Wisconsin or North Dakota, you must notify Payroll Services of the agreed-upon time working in each state, so that the
correct amounts of income taxes are withheld for each state. Otherwise, only Minnesota State income taxes will be withheld from your pay.

If you are working full-time outside of Minnesota, your department should complete the “Out of State Employees – Departmental Reporting Form” found in the forms section of the Payroll Administration website. The form must be forwarded to Payroll Services at 1300 S. 2nd Street, Suite 545 WBOB, Minneapolis, MN 55454.
# Telecommuting Agreement

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