**REMOTE WORK AGREEMENT**

# Employee Information

# Employee’s Name:

Employee’s Job Title:

Employee’s Department:

Employee’s Direct Supervisor:

Vice President of Employee’s Division:

FLSA Status: [ ]  Exempt (Salaried) [ ]  Non-exempt (Hourly)

**Description of Remote Work Arrangement**

Address of remote work location:

Is the remote work location the employee’s home? [ ]  Yes [ ]  No

Description of designated remote work area at the remote work location:

Remote work schedule:

|  |  |  |
| --- | --- | --- |
|  | Schedule at University office location | Schedule at Remote Location |
| Monday |  |  |
| Tuesday |  |  |
| Wednesday |  |  |
| Thursday |  |  |
| Friday |  |  |
| Saturday |  |  |
| Sunday |  |  |

Equipment and supplies required for remote work:

|  |  |
| --- | --- |
| The University will allow the employee’s current appointed property to be used at the remote work location (ex. laptop, headset, web camera): | The employee will provide the following property to be used at the remote work location (ex. desk, chair, printer):\* |
|  |  |

\*Note: Any property not provided by the University will be provided by the employee, whether or not listed above. No additional property will be provided by the University for an employee to set up a remote work location.

Description of the work to be completed at the remote work location, if there is a distinction between the work to be completed on campus and the work to be completed at the remote work location:

Description of the supervisor’s expectations of the employee regarding accounting for and documenting time and productivity:

**Agreement Regarding Remote Work**

I, the undersigned employee, understand and agree to the following terms and conditions applicable to my remote work:

My participation in remote work is voluntary in nature, and I am not required to participate as a condition of employment.

This agreement in no way alters my employment relationship with the University or my obligation to observe all applicable University policies and procedures, including but not limited to those regarding remote work.

All of my existing duties, obligations, and responsibilities, as well as all terms and conditions of my employment (including but not limited to my position description, salary or rate of pay, total number of work hours, and benefits) remain the same as if I did not have a remote work arrangement, unless specifically stated in this agreement.

I will report to my regularly assigned place of employment as indicated in this agreement. I will not let non-work related events and activities disrupt or interfere with my work. I will not use scheduled work time to provide dependent care, and, if applicable, I will make regular dependent care arrangements during periods of remote work. I will not hold in-person work-related meetings at my remote work location.

The operational needs of the University take precedence over this agreement. After being provided advance notice if practicable, I must report to work at the University campus, even on a scheduled remote work day, when required by my supervisor, and I will not be reimbursed for travel expenses in such an event.

My supervisor and I will review my remote work arrangement after [\_3\_\_\_\_] months to discuss whether it is in the University’s best interest for it to continue. (This [\_\_3\_\_\_]-month check-in does not alter any other provision in this agreement regarding the University’s ability to terminate this agreement.)

I will designate a certain part of the remote work location as the designated area within that location where work is to be performed, as set forth on page 1 above. It is my responsibility to ensure that the remote work area and location are healthy and safe and satisfy all applicable laws, rules, and regulations regarding workplace safety, and I will maintain an ergonomically appropriate work environment. During the periods of remote work time specified on page 1 above, the University may make on-site visits to the remote work location to determine whether the location is safe and to maintain, inspect, or retrieve University-owned property.

I will ensure that I am the only person who has access to or uses University-provided property at the remote work location, and I will maintain the security and confidentiality of materials I access as part of my employment. I will not download any University data or information onto my personal computer(s) or device(s). I will not modify or disable any security-related aspect of University-provided property, and I will implement all computing security measures required for the classification level of data with which I work. Moreover, the only University property that I will use at the remote work location is the University property set forth on page 1 above; I will not take any other University property to the remote work location. All equipment, information, documents, records, materials, and other property provided by the University remain the property of the University. I will protect the designated work area from any hazards and dangers that could foreseeably affect University-provided property and me, and I accept financial responsibility for any University-provided property that is lost, stolen, or damaged, if applicable. Office supplies will be provided by the University as determined to be necessary by the University, and any out-of-pocket expenses for other supplies will not be reimbursed unless I have the approval of my supervisor.

If I am an employee who is not exempt from the overtime requirements of the Fair Labor Standards Act, I am required to – and will – (1) timely complete and submit timesheets that accurately reflect all hours that I work (including both the total number of hours worked and the times of the day at which those hours were worked), and (2) obtain advance approval from my supervisor before working more than 40 hours in a workweek.

The University will provide benefits in accordance with The South Carolina Workers’ Compensation Law (“SCWCL”). The University assumes no liability for injuries other than those that may be covered by SCWCL. In the case of an injury while working at home, I will immediately report the injury to my supervisor and the Office of Human Resources. Workers' compensation does not apply to injuries to any third parties (including but not limited to members of my family), even at the remote work location. I will be solely responsible, and will hold the University harmless, for injuries to third parties occurring at the remote work location.

I will be solely responsible, and will hold the University harmless, for damage to my real or personal property arising out of or in connection with my remote work arrangement. The University will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities, telephone, insurance) associated with my remote work arrangement.

Individual tax and legal implications and consequences (including but not limited to local zoning restrictions) of my remote work arrangement are solely my responsibility. If I am a resident of the State of South Carolina, all applicable taxes (including income tax and social security tax) will be withheld based on my employment at the University in Greenville, South Carolina, and not on the remote work location.

My failure to abide by any of the terms of this agreement may result in discipline.

Remote work is a management option, not an employee right or entitlement; as such, my ability to continue working remotely is at the sole discretion of the University, and this agreement does not create an entitlement to continued remote work or employment. This agreement may be terminated by the University with ten (10) business days’ written notice. Upon termination of this agreement, I will return to on-campus work. The University may also to terminate this agreement without advance notice if I violate any University policy, procedure, or law or I fail to abide by any of the terms of this agreement.

This agreement constitutes the entire understanding of the parties and may not be amended except by a writing signed by both parties. This agreement will be governed by the laws of the state of South Carolina without regard to conflict of laws provisions. Any dispute relating to this agreement will be brought exclusively in the courts located in Greenville County in the state of South Carolina.

**I, THE EMPLOYEE, understand and agree BY MY APPROVAL IN WORKDAY that this AGREEMENT is not an express or implied contract of employment and is not intended to modify my at-will employment status.**

**Supervisor’s Approval**

I certify that the employee satisfies all of the following requirements, and I recommend the approval of remote work for this employee:

* + The employee has been employed for at least 90 days, with a history of job performance that has at all times met or exceeded expectations;
	+ If the employee is considered “non-exempt” for purposes of the Fair Labor Standards Act, the employee has, to my knowledge, at all times in the past (1) timely completed and submitted timesheets that accurately reflect the hours worked (both the total number of hours worked and the times of the day at which those hours were worked) and (2) obtained advance approval before working more than 40 hours in a workweek;
	+ The employee has sufficient work responsibilities that can be performed away from campus without adversely affecting the needs of the University or the division/office/department; and
	+ I have reviewed the Remote or Hybrid Work Eligibility Checklist and have determined that the employee’s position satisfies the eligibility requirements for remote work, and the employee is well-suited for remote work.
	+ My submission via Workday serves as my electronic signature.