



Utah Valley University Work-at-Home Agreement

This agreement is made by and between:

AND

Employee

Utah Valley University

I. INTRODUCTION

- Employee is currently employed by the Utah Valley University, as a _____(job title) and is employed by _____ (Department).
- Employee and department desires to begin a work-at-home arrangement whereby employee would work from home a total of ____days per week or _____.
- Employee understands that work-at-home situation is a cooperative arrangement between the department and employee, not an entitlement and is based on:
 - The needs of the job, work group, and department
 - The employee's past and present levels of performance
- Work-at-home arrangements can be modified by Utah Valley University at its sole discretion for any reason.

II. 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. The employee has the responsibility for maintaining the security and confidentiality of university files, data, and other information that are in the off-site work place.
- B. **Compensation/Benefits.** Salary and benefits remain unchanged and Workers Compensation benefits will apply only to injuries arising out of and in the course of employment pursuant to Utah's Workers Compensation laws.
- 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 the work-at-home 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.
- E. **Off-Site Related Expenses.** The University will not reimburse the employee for the cost of off-site related expenses such as heat, water, electricity, and any insurance coverage not provided by the University. Personal tax implications related to the off-site work space shall be the employee's responsibility.

III. WORK-AT-HOME 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. **Equipment.** The department may, within its sole discretion, provide to the employee certain equipment such as computer hardware, software, and telephone service 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. Laptops could be transported back and forth to the department for use. You 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.** You are expected to notify your supervisor within 12 hours of equipment malfunction or failure. In the event of such malfunction or failure, the department may, at its sole discretion, supply you with temporary use of departmentally-owned equipment or require you to work at the office.
- D. **Unauthorized Use of University Property.** The equipment, supplies, and other property provided by the University 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 2 days of the department's request. Upon termination of employment, all equipment, supplies, documents, and other departmental property, property of the University, this may be amended from time to time, must be returned promptly to the department. In the event the work-at-home arrangement set forth in this agreement ends, the employee's obligation to return University property continues.

IV. SAFETY

- A. **Designated Work Area.** The employee is required to maintain a designated work area at home and must certify, by signing this agreement, that this work area is safe before the work-at-home 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 set forth within the University.
- C. **Work Area Inspections.** The employee agrees that the department, and/or the University have the right to make periodic visits to your home office to audit your 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 the leader 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 your home office to investigate an injury report.
- E. **Employer Liability.** The University assumes no liability for injuries to you that occur outside of the home work area or outside of your working hours. In addition, the University makes no representations on the personal tax and insurance implications of this work-at-home

arrangement; it is the employee's obligation to address these issues on his/her own. (See also II.B. above.)

V. WORK AND FAMILY

This work-at-home arrangement is not to be viewed as a substitute for childcare or eldercare 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 your work obligations and the safety obligations required.

The employee may undertake family care obligations on a temporary basis only with prior written approval by his/her department head. The employee acknowledges and agrees that potential distractions and conflicting demands must be resolved in advance of starting this work-at-home arrangement.

VI. WORK SCHEDULE

The employee agrees to abide by the work schedule set forth by the department, which may be amended from time to time by the leader 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 leader 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.

VII. TERMS OF THIS ARRANGEMENT

Nothing in this agreement guarantees the employee a work-at-home 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.

VIII. 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 agreement regarding work-at-home arrangements. The employee agrees to abide by the terms stated in this agreement and its attachments. The employee understands that failure to adhere to the agreement may have adverse impact on his/her employment and may result in disciplinary action, including but not limited to the immediate withdrawal of the opportunity for w work-at-home arrangement.

IX. ANNUAL REVIEW AND APPROVAL OF AGREEMENT

Both parties will review and solicit approval annually from the vice president for work-at-home arrangements. The vice president will be required to review and determine eligibility/approval annually.

X. REQUIRED APPROVAL FOR WORK-AT-HOME ARRANGEMENTS

Employee

Signature/ Printed Name: _____

Position Title: _____

Date: _____

Department Head

Signature/ Printed Name:: _____

Title: _____

Date: _____

Vice President

Signature/ Printed Name: _____

Title: _____

Date: _____



Work-at-Home Agreement: University Property Provided (ATTACHMENT A)

Employee: _____ UVUID# _____

Home Phone: _____

Home Address: _____

Listed below is a compilation of University property provided to the employee as part of the work-at-home arrangement. As set forth in the accompanying agreement, the employee is required to promptly return this and all other University property to the Department upon the termination of the work-at-home arrangement.

	ITEM	DATE PROVIDED	INITIALS (employee & leader)
1.	[Computer hardware - describe]	_____	_____
2.	[Computer software - describe]	_____	_____
3.	[Office Supplies - describe]	_____	_____
4.	[Repair Costs of PC & Modem Maintenance Contract]	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

Property Provided by Employee

Listed below is Employee property provided for the work-at-home arrangement.

1.	[Internet Service]	_____	_____
2.	[Phone Line (Home)]	_____	_____
3.	[Voice Mail/Answering Machine]	_____	_____
4.	_____	_____	_____

Approval Signatures

Employee

Signature/ Printed Name: _____

Position Title: _____ Date: _____

Department Head

Signature/ Printed Name: _____

Title: _____ Date: _____

Vice President

Signature/ Printed Name: _____

Title: _____ Date: _____