

REMOTE WORKSITE AGREEMENT

In accordance with the University of North Dakota's [Remote Worksite Locations Policy](#), this agreement is to be completed and approved at least 3 weeks prior to the start of the agreement.

Reminder: Prior to completing this agreement, the supervisor and employee must review the Remote Worksite Locations policy as well as contact the HR/Payroll office to obtain written documentation regarding the potential costs and implications of setting up a remote worksite. This documentation will be required when submitting the remote worksite agreement for final review and approval.

Employee Information

Employee Name: _____ EMPL ID: _____

Title: _____ Job Code: _____

Dept. Name: _____ Dept. #: _____

Supervisor: _____

FLSA Status: Exempt Non-Exempt

Agreement Type: New Request Modification of current agreement

Agreement Start Date: _____

Agreement End Date: _____

If applicable; is this for a limited duration or contract term? If not, indicate "ongoing"

Remote Worksite Location

The remote worksite employee agrees to work at the below designated site during the hours specified in the agreement as further defined below. Any change to this location must be requested by submitting a Remote Worksite Change of Worksite Location Request, this request must be approved in advance by the supervisor, respective vice president, and human resources prior to the change of worksite locations.

Location of remote worksite (worksite address):

Address

County

City, State

ZIP

Country

Business Purpose of Remote Worksite Agreement

Describe the business purpose or reason for the remote worksite agreement being requested.

Remote Work Schedule & Hours

	Schedule*	Meal/Break Period	Number of work hours
Sunday	to		
Monday	to		
Tuesday	to		
Wednesday	to		
Thursday	to		
Friday	to		
Saturday	to		

*Will the employee be working in a time zone other than Central? If so, what time zone? _____

Non-exempt employees are subject to FLSA regulations. Any hours worked over 40 in a work week must be authorized in advance by the supervisor and the employee must submit all worked hours for that week in TLAB in order to accurately be paid overtime or earn comp time. UND defines the work week as Sunday – Saturday. Non-exempt employees working 5 consecutive hours must have a defined, 30-minute, unpaid meal period.

Remote worksite employees are expected to attend meetings, training sessions, and similar events as required by the supervisor.

Attendance

In accordance with established leave policies, employees should notify their supervisor when sick, and must also obtain supervisor approval before taking any annual leave. All leave must be submitted in accordance with Payroll deadlines.

Supervisor and Employee Responsibilities & Obligations

1. All job responsibilities and conditions of employment apply as if the employee were working at the primary worksite.

2. The employee will comply with all University rules, policies, and procedures that would be in effect if the employee were working at the primary worksite. The employee must notify the supervisor immediately of any situation that interferes with his or her ability to perform the assigned job.
3. Work developed or produced during remote work away from the primary worksite remains the property of the University.
4. A remote worksite arrangement is not a substitute for dependent care. The employee is required to make dependent care arrangements for the agreed-upon work hours. The supervisor may ask the employee to provide dependent care information.
5. The employee must certify that the remote worksite environment is safe and the same safety habits that would be used at the primary worksite are being practiced at the remote worksite.
6. The remote worksite employee is encouraged to contact his or her insurance agent for any information regarding home worksites and coverage for equipment that is damaged, destroyed, or stolen.
7. An employee with a remote worksite agreement is not entitled to reimbursement for travel mileage to attend work meetings at the primary worksite, unless specifically agreed to by the employer in this agreement.
8. Tax deductions (i.e., home office deductions) are not applicable if the arrangement is for the convenience of the employee. The employee should seek professional advice for any questions or concerns regarding tax issues. (UND does not offer tax advice on home office tax deductions and its applicability to this arrangement.)
9. Failure to follow policies, procedures, and practices may result in termination of the arrangement and/or disciplinary action.
10. If renewal or discontinuation of the Remote Worksite Agreement is initiated by either the employee or the supervisor, a Remote Worksite Agreement Renewal/Discontinuation Notice must be completed.

Work Details

1. Employee telephone number where employee can be reached during work hours:
2. Employee email address from which the employee will be working:
3. Describe how calls received for the employee during the time out of the primary worksite will be handled.
4. Describe work assignments the employee will perform at the remote worksite.
5. Describe the job performance standards/expectations to be maintained.
6. Describe how the employee's performance will be assessed and the frequency of assessments.
7. Describe how the employee and the supervisor will communicate.

8. Describe how communication with others at the University will be handled.
9. Describe how communication with customers will be handled.
10. Describe what University support services will be available to the remote worksite employee.
11. If University-owned equipment fails at the remote worksite, describe how down time will be handled.
12. Describe the records and files the employee is allowed to keep at the remote worksite. Be sure to also describe measures that will be in place to maintain security of documents and data.
13. Identify what office or travel expenses/reimbursements will be provided by the institution during the period of this agreement. Expenses incurred that are not included below, or not previously approved by the department in writing, will not be covered by the institution.

Supplies & Furniture

Unless otherwise specified in the remote worksite agreement, the employee will be responsible for providing furniture at the remote worksite. The University is not responsible for loss, damage, or wear of employee-owned equipment and/or furniture. Repair and/or replacement costs and liability for privately owned equipment and furniture used for remote work is the responsibility of the employee.

The University may provide standard office supplies if approved by the department chair/head. Authorization for any supplies and/or furniture must be approved by the supervisor and the department chair/head prior to purchase.

Property & Equipment

Home worksite equipment shall generally be provided by the employee. In the event that equipment is provided by the University, such equipment shall be used by the employee exclusively for University business.

The employee agrees to take reasonable steps to protect any University property from theft, damage, or misuse. This includes maintaining data security and record confidentiality. The employee will comply with all copyrights and licensing agreements for all software owned by the University. Depending on the circumstances, the employee may be responsible for any damage of, or loss of, University property based on the discretion of the University.

The employee is responsible for maintenance and repair of these items unless other arrangements have been made in advance and in writing with the supervisor. The University assumes no responsibility for any damage to, depreciation of, or loss of the employee's personal property that may be used at home (or another flexplace site) for University business. The University may pursue recovery from the employee for University property that is deliberately, or through negligence, damaged or destroyed while in the employee's care.

The employee will return University equipment, records, and materials upon request and/or termination of the remote worksite agreement. The employee may be responsible for any costs necessary to return, repair, or replace University property. If University property is not returned upon request, at the end of a remote worksite situation or upon termination, the employee (or former employee) will be responsible for all costs to replace any unreturned equipment.

The employee agrees to report to the supervisor any instances of loss or damage to University property, or known unauthorized use or access to University systems or data.

If the employee is unable to meet work obligations due to equipment issues, the employee will notify his or her supervisor and may be required to travel to the primary worksite to perform his or her functions until the issues are resolved.

Property Insurance

The University has an insurance program to insure its property where it is approved for use. In the case of any damaged or lost equipment, the Office of Safety must be contacted as soon as possible for assistance in filing a claim. Personal property used in connection with University employment is not covered under the University policy and should be covered by homeowner's or renter's insurance. The University is not liable for personal property.

Remote Worksite Resources Checklist

Equipment/Furniture/Supplies	Provided by Employee	Provided by UND	Insured by Employee	Insured by UND
Telephone line			NA	NA
Telephone basic phone rate			NA	NA
Telephone calling options (voicemail, call waiting, teleconference, etc.)			NA	NA
Telephone long distance charges			NA	NA
Cell phone			NA	NA
Cell phone options (email, internet access, etc.)			NA	NA
Internet			NA	NA
Computer (CPU, monitor, keyboard)				
Laptop				

Fax machine				
Scanner				
Printer				
Copier				
Software			NA	NA
Printer ink cartridges			NA	NA
Supplies			NA	NA
Furniture				

Data Security

Employees may find the need to work with sensitive information at the remote worksite in either paper or electronic form. To ensure the security and confidentiality of sensitive information, employees must take appropriate safeguards (e.g., not sharing passwords, implementing screensavers, etc.) to protect the integrity of data and prevent unauthorized disclosure.

External computers used to administer University resources or to access sensitive information must be properly configured and secured. Employees are required to connect to the University's network through the Virtual Private Network (VPN) when accessing non-public sensitive data or systems, have personal firewall software installed or enabled, and run current endpoint protection software. The employee and supervisor must work with University IT personnel to ensure proper configuration and security.

When accessing sensitive data remotely, employees are prohibited from storing sensitive data (such as Social Security numbers, student records, and credit card numbers) on local hard drives, flash drives, or other external media (including laptops and smartphones). Employees should periodically save files to a server that is maintained by the University.

Employees must follow all University policies and procedures relating to the security and integrity of sensitive data. Refer to the North Dakota University System (NDUS) Data Classification and Information Security Standard for more information (see Related Information of the Remote Worksite Locations policy).

The remote worksite employee will protect University information from unauthorized disclosure or damage and will comply with federal, state, and local laws, and University policies and procedures regarding disclosure of public and official records. Work done at the employee's remote worksite is regarded as official University business. All records, documents, and correspondence, either in paper or electronic form, must be safeguarded for return to the primary worksite. Release or destruction of records should be done only in accordance with University policy and procedures and with the knowledge of the employee's supervisor. Electronic and computer files are considered University records and must be protected as such.

University Records & Files

All University records and files temporarily stored at a remote worksite location remain the property of the University of North Dakota. Products, documents, and records that are used, developed, or revised must be copied and/or returned to the University when requested, at the end of the remote worksite agreement, and/or at the termination of employment.

The employee will protect all confidential University documents from unauthorized access.

Remote Worksite Safety Checklist

When setting up a remote work space, ergonomics and safety are of primary importance.

Work Station Set-up

Are the work station and equipment ergonomically appropriate?

Yes	No	Item
		Computer Desk
		Component desk (if applicable)
		Keyboard
		Chair
		Computer Screen
		Lighting

For more detailed information on setting up an ergonomic computer workstation, visit <http://www.osha.gov/SLTC/etools/computerworkstations/pdf/files/checklist1.pdf>

Work Space Set-up

Yes	No	Item
		Work space is designated and developed to work needs
		Work space is separated from major family activity areas
		Work space is away from noise and distractions
		Work space illumination is adequate and appropriate for tasks
		Work space and property are secured
		Work documents, data, and confidential information are secured
		Air quality and ventilation are adequate

Safety

Yes	No	Item
		Work space area accommodates all equipment and related materials.
		Sufficient electrical outlets are available.
		All electrical, plugs, cords, panels, and receptacles, are in good condition.
		Equipment is fitted with surge protectors and overload fuses.
		Three- prong grounded outlets are used. Note: Two-prong outlets that require plug adapters do not provide adequate protection for computers.
		Equipment is placed close to electrical outlets. Electrical cords/wires are configured so there are no tripping hazards. Note: extension cords should not be used.
		There is a working smoke detector in or near the work space
		A home multipurpose fire extinguisher is available. Employee is familiar with use
		Heating and ventilation systems are adequate and in good repair
		There is an established evacuation plan in the event of a fire.

Any items listed above as “no” must be rectified or require further clarification. Please list steps to be taken.

Workers' Compensation

(Out-of-State remote worksites only, skip next page if remote worksite location is in ND)

The University of North Dakota is required to procure alternative workers compensation coverage for any employee working *outside of the state of North Dakota* for any *period exceeding 28 calendar days*. The Risk Management Workers Compensation Program coordinates the purchase of this required coverage for all state agencies through its broker. A remote worksite employee may only be covered by workers' compensation for an injury or illness resulting from performing official duties at the designated site when the appropriate paperwork is completed. Please complete the Out-Of-State Workers Compensation Coverage form, found on the next page of this agreement. The employee must authorize access to appropriate officials to perform safety inspections of the remote worksite and/or to investigate a workers' compensation claim.

OUT-OF-STATE WORKERS COMPENSATION COVERAGE

OFFICE OF SAFETY

Tel: 701-777-3341

Fax: 701-777-4132

UND.safety@und.edu

Department: _____

Dept Contact Person: _____

Dept Contact Phone: _____

Supervisor: _____

Employee Name: _____

Birth Date: _____ EMPLID: _____

Start Date: _____

Anticipated End Date: _____

Location of remote worksite (worksite address):

Address

County

City, State

ZIP

Country

Brief Job Description:

The type of building where the employee's office will be located when performing UND work-related duties
(If the employee is working out of his/her home or apartment, the type of building, dwelling, office building, college or school, etc. will need to be reported).

The number of stories of the building where the employee's office will be located when performing UND work-related duties.

Projected Gross Annual Payroll *(If you have an employee that makes \$50,000 annually but of that amount, only \$10,000 applies to his/her work in another state, only report the \$10,000 projected payroll for that particular state.)*

\$ _____

Signature

By signing this agreement, I state that I have read and understand the University of North Dakota's Remote Worksite Locations policy and I agree to the terms and conditions set forth by this agreement. I believe that my work can be completed within the above schedule and location with no loss of customer service or disruption to others in my department, the University, or external customers. I understand that it is my responsibility to make my remote worksite arrangement a success. A supervisor or other staff member may terminate or modify the arrangement at any time within the guidelines of contractual obligations (if applicable). I also understand that a new remote worksite agreement must be submitted and approved by my supervisor and the Office of Human Resources anytime I wish to make a continuing change to this agreement, including returning back to the regular work location.

I agree with the conditions for use of University equipment, furniture, and/or data, and the nature of the equipment, supplies, and expenses to be provided for or paid for by the University as outlined in this agreement. I understand that this remote worksite agreement is not approved until approved and signed by the vice president in collaboration with Human Resources and Workers' Compensation.

Employee Name (printed)

Employee Signature

Date

Supervisor Signature

Date

Upon completion of the Remote Worksite Agreement, visit the [Remote Worksite Process & Approval Form](#) to route through for final review and approval.

Have the following available and ready to attach to the above form:

1. Completed Remote Worksite Agreement
2. Position Description (if applicable)
3. Other Supporting Documentation (e.g. letter of understanding, employment contract)
4. Payroll Office/Payroll Accounting Specialist's statement of review