## newlogo_lg TELECOMMUTING AGREEMENT

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| **Employee Name:** |       |
| **Job Title & Appointment Type:** |       |
| **Division/UDDS:** |       |
| ***Is Telecommuting a Condition of Employment? [ ]  Yes [ ]  No - If Yes, skip the next field (Duration)*** |
| **Duration:** Beginning       through ,       you are authorized to perform your job responsibilities as a telecommuter working from a remote work location, unless you move to another position at the University. This agreement and theUniversity's telecommuting policy describe the terms and conditions of this telecommuting arrangement. |
| **Work Location Address:** |       |
|  |       |
|  |       |
| **Employee Residence?** | [ ]  Yes [ ]  No |  |
| **Scheduled workdays at alternative work location (include times):** | [ ]  Monday [ ]  Tuesday [ ]  Wednesday [ ]  Thursday  | [ ]  Friday [ ]  Saturday [ ]  Sunday  |
| **Scheduled workdays at UW -Madison work location: (include times)** | [ ]  Monday [ ]  Tuesday [ ]  Wednesday [ ]  Thursday | [ ]  Friday [ ]  Saturday[ ]  Sunday |
| **University Property Loaned:****\*If University property is loaned, send one copy to Risk Management** **(Form must be attached to all transactions)** |
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| --- | --- | --- |
| Quantity | Equipment Description, Model and Serial Number | Replacement Value |
|       |       |       |
|       |       |       |
|       |       |       |

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| Services Provided by the University: i.e. Internet, Cellular, Paging, Phone Cards, etc.**(Form must be attached to all transactions)** | Cost |
|       |       |
|       |       |
|       |       |
|       |       |
| Other terms and conditions of telecommuting agreement, if any: |  |
|       |
| This agreement does not constitute a contract of employment, and should not be interpreted as creating a contract of employment, either express or implied. |
| **Check One:** |
| **[ ]**  | This telecommuting agreement may be terminated by the University or the employee. If the agreement is terminated, a reasonable amount of time will be provided by/for the employee to transition back to the worksite. |
| **[ ]**  | This telecommuting agreement is a condition of employment and may not be terminated by the employee.   |

UW-MADISON TELECOMMUTING AGREEMENT

***As a University telecommuter employee, I understand and agree to the following:***

1. I agree to perform services for the University as a Telecommuter/Extended Workplace employee. I understand that this agreement is voluntary and may be suspended or terminated by the University or me\*. If the agreement is terminated, a reasonable amount of time will be given for me to transition back to the worksite. I agree to report to my University work location as required by my supervisor, for department meetings, training, etc.
2. I agree that my duties, obligations, responsibilities and conditions of employment with the University remain unchanged. My salary and benefits remain unchanged.
3. I agree that my work hours, compensation and other terms and conditions of employment will conform with university personnel rules and policies, departmental policies, and any applicable union contract.
4. I agree to restrict use of University-provided equipment, and supplies located in my remote work site, to the same policies that apply to campus-based equipment.
5. I agree to designate a remote workspace. The workspace will accommodate any equipment to be used in my work, and I will protect the workspace from any hazards and dangers that could affect the equipment and me.
6. I agree to abide by the University's policies covering information, security, software, licensing and data privacy as well as the requirements of applicable state and federal government statutes.
7. In the event of equipment malfunction, I agree to notify my supervisor as soon as practical. If the malfunction precludes me from working on my work assignment, I understand that I may be assigned other work and/or work location.
8. With advance notice, I agree that authorized University representatives can make on‑site visits to my remote work location to determine that the work area is suitable, safe, and free from hazards and to maintain, repair, inspect, or retrieve University-owned equipment, software, data, and/or supplies.
9. I understand that the University will not be liable for injuries to members of my family or any other persons at my homework location.
10. I understand that my remote workspace is considered an extension of my University workspace and therefore, I am governed by the provisions of workers compensation. **If I have a job-related accident during my remote work hours, I will report it to my supervisor or other authorized University representative as soon as possible, and in no case more than 24 hours after the accident.**

1. I agree that any software, products, documents, reports or data created as a result of my work related activities are owned by the University.
2. I agree to return all University-owned equipment, software, products, supplies, documents and data if I leave my employment with the University or am requested to do so by my supervisor. I agree to reimburse the University for any of the foregoing, which is not returned. I further understand that if I leave University employment, any monies owed will be deducted from monies due me.
3. I agree to comply with all state laws and University policies, including the Telecommuting/Extended Work Place Policy and the campus electronic communication policies. I understand that failure to comply may result in loss of telecommuting privileges and/or disciplinary measures up to and including dismissal.
4. Procurement - I agree to comply with all of Purchasing Services Policies and Procedures. These are listed on the following website: <http://www.bussvc.wisc.edu/purch/purch.html>. The State of Wisconsin and the University currently have several contracts available at the above website, to be used by Telecommuters for the following services/products: e.g. Cellular Telephone Service (Mandatory contract), Paging Service, Computer Technology (computers & printers, etc…), Internet Service, Photocopiers/faxes.
5. Accounting - I agree to comply with all Accounting Services policies and procedures. These are listed on the following website: <http://www.bussvc.wisc.edu/acct/acct.html>. This includes the requirement that a detailed receipt or invoice and an approved copy of the Telecommuting Agreement Form must be submitted with each request for payment or reimbursement associated with telecommuting costs. At this time, the State of Wisconsin and the University have receipting and processing requirements to be used by Telecommuters for the following services/products: Cellular Telephone Service (Mandatory contract), Paging Service, Computer Technology (computers & printers, etc…), Internet Service, and Photocopiers/faxes.

**Non-Reimbursable Non-Payable Expenses**

I understand that expenses not stated on the Telecommuting Agreement Form and that have not received prior approval from my supervisor and the Dean/Director’s Office will be my responsibility.

1. I understand that costs related to remodeling and/or furnishing the work space shall be non-reimbursable/non-payable by the UW.
2. I understand that normal household expenses such as heating and electricity shall be non-reimbursable/non-payable by the UW.
3. I understand that the maintenance/repair of all personally owned equipment shall be non-reimbursable/non-payable by the UW.

**\*If the employee accepts the telecommuting arrangement as a condition of employment when hired into the position, the employee will not be able to unilaterally terminate the agreement.**

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| **Employee Agreement:** |  |  |
| I have read and understood the contents of this telecommuting agreement, this Telecommuting Agreement Form and the University telecommuting policy.  I agree to abide by all of the requirements of the policy and of this agreement. |
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| **Employee Signature** |  | Date |
| The above-named employee has met all of the terms and conditions of the University telecommuting policy, and approval is granted for the employee to participate in accordance with the agreement set forth above. |
|  |
| Supervisor Approval |  | Date |
| Department Chair Approval |  | Date |
| Dean/Director’s Office Approval |  | Date |