You have requested a Telecommuting Arrangement. The Department is granting your request for a Telecommuting Arrangement based upon the following conditions. The approved telecommuting work schedule is found in Addendum A.

**Approval of the Arrangement**

- Approval is granted at the sole discretion of the University. The University may rescind or continue the Arrangement at its sole discretion.
- In the event that the University must terminate the Arrangement, you will be provided with a four (4) week written notice unless a work place emergency necessitates the Arrangement being suspended immediately or your work performance does not meet expected standards.
- Your being able to return to your original work schedule is at the discretion of the University unless addressed within this document.
- You have been approved for a telecommuting arrangement because your employment position does not require that all of your duties be entirely performed physically at the onsite office workplace.
- You agree to follow all University policies and to maintain the work schedule established in this document.

**Work Performance**

- You are to perform your duties at the expected performance standard.
- You are responsible for maintaining availability, and levels of production and quality of work at the expected standard while telecommuting. Inadequate availability, reduced work production and/or poor or reduced work quality may be cause for modifications or termination of the Telecommuting Arrangement. In such instances, you may be required by the University to immediately return to work at the onsite office workplace.
- The evaluation of the telecommuting arrangement will, in part, be based upon your completion of work assignments according to accepted standards.

**Conditions of Employment and Pay Status**

- All employment responsibilities and conditions (i.e., compensation, benefits, vacation time, over-time, rights, privileges and disciplinary procedures) apply at the telecommuting workplace site as if you were physically at the onsite office workplace. While at the telecommuting site, requests to work over-time, for vacation or sick leave, or change in the telecommuting work schedule must be approved in advance and in writing.
- Personal leave (vacation, sick and holiday leaves) shall be earned and applied, subject to applicable University policies.
- You are in regular pay status when telecommuting.
- You will only be reimbursed for authorized or pre-approved expenses incurred according to and as stated in University regulations.
Work Relationship with Others

- The Arrangement cannot interfere with the normal job responsibilities of your supervisor, fellow employees and customers, or cannot adversely affect the ability of other employees and/or customers to perform their work.
- You are to be accessible to other University employees who maintain the same hours as you, regardless of their work location.

Schedule, Overtime, and Leaves of Absence

Schedule

- Refer to Addendum A of this Agreement.
- The Telecommuting Arrangement Schedule must be followed as agreed upon.
- On a non-telecommuting work day, including but not limited to periods of severe weather or emergency closings, you may not choose to work at the telecommuting workplace site and receive pay for work at the site unless prior written Departmental approval is received in advance or prior to any work performed at the telecommuting workplace site. If you choose to telecommute on a non-telecommuting work day without prior written approval from the Department, you may be disciplined by the University unit or department.
- If an official University holiday falls on the day you are not scheduled to work, you are not eligible for holiday pay unless you are a contract covered staff member and it is addressed in the contract.

Overtime for Non-exempt Employees

- Working overtime which consists of more than 40 (forty) hours in a calendar week is not permissible for a non-exempt employee without the express prior written approval of the University Department. If a non-exempt Employee works overtime without prior written approval, the Employee may be disciplined, up to or including termination of employment.
- You shall maintain appropriate records of the hours worked as required by University and/or University Department policy. The time records must be submitted to the Department in accordance with the Department’s policies and deadlines/timeframes.

Leaves of Absence

- Personal leave including vacation and sick leave shall be submitted, used and accrued in accordance with University and Department policies.
- If you wish to take a leave of absence for any reason, including vacation, sick or unpaid, you agree to notify the appropriate University administrator/manager and obtain permission as required by University policy.

Worksite

Location

Refer to Addendum A of this Agreement.

Safety

You agree to furnish and maintain the telecommuting workplace site in a safe manner consistent with the requirements of state and federal safety regulations.

Communication

Effective communication is essential for this Arrangement to be successful. Accordingly, you agree to be accessible to your supervisor or other University representative, co-workers, customers or others during the work hours agreed upon and as appropriate to your job responsibilities.
Support and Coordination

Telephone consultation through the ITS HELP Desk and the Health Protection Office is available.

Insurance

Workers’ Compensation

For all work injuries/accidents, employees must receive medical care from one of the following treatment locations:

- UI HealthWorks (3 Lions Drive in North Liberty - off HWY 965), M-F 8 a.m. to 5 p.m.  
  (319) 665-2111,  [Directions/Map](http://www.uiowa.edu/hr/benefits/wc/locations.html)

Employees in the Iowa City area should use The University of Iowa Hospital and Clinics Emergency Room for emergencies and/or treatment during non-clinic hours.

Employees out of the Iowa City area should use one of the approved facilities listed on this site [http://www.uiowa.edu/hr/benefits/wc/locations.html](http://www.uiowa.edu/hr/benefits/wc/locations.html).

In situations where a serious injury occurs and emergency treatment is needed, care should be obtained at the nearest medical facility. If a participating facility is not readily available, emergency medical care may be received from any provider.

Authorized medical care is care received at the above locations or as directed by Sedgwick CMS. Authorized medical treatment is paid at 100% of cost: there are no co-payments or deductibles. Payment for unauthorized care may be denied by both your private health insurance and workers’ compensation. It is important that you receive your treatment as authorized.

It is recommended that once you receive care at one of the clinics, you continue your treatment at that location in order to facilitate optimal care. If a change in treatment location better meets your transportation needs, you should discuss this with the appropriate physicians to insure continuity of care.

Use of UI HealthWorks, and the Emergency Room at The University of Iowa Hospitals and Clinics will meet the needs of faculty and staff who live and work in the Iowa City area. However, we realize that there are a number of University employees that live and work in other areas of the state. If you are located out of the Iowa City area, or are traveling on University business, other centers may be used if there is an injury or illness due to a work-related incident. Visit our web site for a list of providers [http://www.uiowa.edu/hr/benefits/wc/locations.html](http://www.uiowa.edu/hr/benefits/wc/locations.html)

- UI HealthWorks (3 Lions Drive in North Liberty - off HWY 965), M-F 8 a.m. to 5 p.m.  
  (319) 665-2111,  [Directions/Map](http://www.uiowa.edu/hr/benefits/wc/locations.html)

You will be eligible for workers’ compensation benefits for any injury or illness that arises out of your work, occurs at the telecommuting workplace site and occurs during the working hours specified in this document, as may be required under the Iowa Workers’ Compensation Act. You will report immediately all injuries and illnesses to your supervisor. If medical treatment is required, you shall contact UI HealthWorks (3 Lions Drive in North Liberty - off HWY 965), M-F 8 a.m. to 5 p.m.  
(319) 665-2111, or the Emergency Treatment Center at UIHC (319) 356-2233, if urgent treatment is necessary after hours.
University Property

- You agree to obtain written approval from the University before taking University property off campus to the telecommuting site. The University will insure all University property identified in this document. If using University property, complete Addendum B.
- Any University property used by you remains the sole property of the University.
- You agree to protect University property against damage and unauthorized use and to report any damage or malfunction of University property to your supervisor immediately.
- You consent to periodic visits to the telecommuting workplace site by University personnel to repair, inspect or retrieve University property. If possible, The University will provide at least 24 hours notification before visiting for these purposes.
- You will return University property to the University within 24 hours of being notified by an appropriate University administrator or upon termination of the Agreement, whichever occurs first.
- You will agree to abide by all software licensing provisions and agreements adopted by the University.

Indemnification

You agree to defend, indemnify and hold harmless the University from and against any and all claims, demands or liability (including any related losses, costs, expenses and attorney’s fees) resulting from, or arising out of injury to or death of third persons including, but not limited to, your family members, caused directly or indirectly by your willful misconduct, negligence, or omissions relating to your duties and obligations, except where such claims, demands or liability arise from the University’s negligence.

Tax Liability

The tax implications of telecommuting are your sole responsibility.

Zoning Ordinances

You are solely responsible for observing any zoning ordinances applicable to the telecommuting workplace site.

Confidential Information

Telecommuting may require you to take confidential information to the telecommuting workplace site. Consequently, there is a greater risk that such information may be disclosed to third parties. You agree to take all reasonable and necessary precautions to prevent such disclosure.

Documents, Materials, Inventions, and Other Improvements

Patents, copyrights and other rights in inventions, and in written and recorded materials developed at the telecommuting workplace site or otherwise are the property of the University as established under University policy.

Scope of the Agreement

You understand that all obligations, responsibilities, terms and conditions of employment with the University remain unchanged, except those specifically addressed in this document. Any breach of this document by you may result in modification or termination of telecommuting privileges and/or disciplinary action, up to and including termination of employment.

Governing Law

This understanding is made and entered into the State of Iowa and in all respects will be interpreted, enforced and governed under the laws of the State of Iowa. Jurisdiction and venue for litigation of any dispute, controversy or
claim arising out of or in connection with this document will lie exclusively in the federal or state courts in Johnson County, Iowa. By signing the document, you consent to service of process from these courts.

Telecommuting is only available to employees deemed eligible by the University. There exists no right to telecommute. The Department is granting your request for a Telecommuting Arrangement.

The Telecommuting Arrangement will begin on _________________ and remain in effect until _________________. The Arrangement will be reviewed by you and your supervisor or other University representative on or about ________________ or more often if so desired by you or your supervisor or other University representative. Addendum A and Addendum B are part of this Agreement.

Your work obligations and responsibilities, and terms and conditions of employment with the University remain unchanged, except those specifically addressed within this document. Your signature is required for the Telecommuting Arrangement to be finalized and initiated.

I have read and understand the conditions under which my request is being approved. I also acknowledge that I was given the opportunity to have this document reviewed by my own legal counsel prior to entering into it.

By signing below, I agree to be bound by its terms and conditions.

_____________________________________________   _____________________________________
Employee Date

Telecommuting Arrangement request is approved by

_____________________________________________   _____________________________________
(Individual) of (Department/Unit) Date
ADDENDUM A

Telecommuting Work Assignments:

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Evaluative Criteria</th>
</tr>
</thead>
</table>

Telecommuting Schedule:
NOTE: A non-exempt Employee is NOT authorized to work over 40 hours per week without the express prior written approval of his or her Department.

<table>
<thead>
<tr>
<th>Telecommuting Work Schedule</th>
<th>On-Site Work Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>From</td>
<td>To</td>
</tr>
<tr>
<td>Sunday</td>
<td>Monday</td>
</tr>
</tbody>
</table>

Telecommuting Location:
Address:
Telephone Number:
Description of telecommuting workplace site:

Equipment/Services:
Equipment/Services Required for Telecommuting: Provided by:
ADDENDUM B

The following lists the **University property** that will be located and used at the telecommuting workplace site. Any University property used at the telecommuting work site remains the sole and exclusive property of the University.

Property: _________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

It is agreed that you

- will protect University property against damage and unauthorized use and will report any damage to or malfunction of University property to your supervisor immediately.
- will consent to periodic visits to the telecommuting workplace site by University personnel to repair, inspect or retrieve University property. If possible, The University will notify you at least 24 hours before visiting for these purposes.
- will return all University property to the University within 24 hours of being notified by the appropriate University administrator or upon termination of the Agreement, whichever occurs first.

By signing my name below, I am agreeing to the above terms under which I may use University property during the Telecommuting Arrangement.

_____________________________________________   _____________________________________
Signature of Employee   Date

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