

## **Adelphi University Remote Working Agreement**

Under conditions unique to particular employees, their duties and responsibilities, and the needs of Adelphi at particular times, Adelphi permits some employees to work remotely from worksites other than designated Adelphi-owned locations. Such locations can include areas in the Employee's home. This document describes the rules and regulations under which \_\_\_\_\_ (hereafter referred to as the "Employee") may work from the alternate worksite specified herein. Adelphi's permission for an employee to work at an alternate worksite does not alter any of the duties, obligations, responsibilities, compensation, or other terms and conditions of employment, including the Employee's "at will employment" with Adelphi University.

Permission to work from the alternate worksite shall commence on or before August 2, 2021 and shall continue until such permission is revoked by Adelphi. **Hours will be coordinated with the department directly based on work volume and need.**

### **Basis of Permission**

The remote working arrangement is a cooperative arrangement between Adelphi and the Employee, which is dependent upon Adelphi's ongoing permission. It is not an entitlement and the decision by Adelphi to grant permission for participation in this program is generally based on:

- Adelphi's judgment of the needs of the job, work group, and/or Adelphi.

### **Modification of Permission**

Employee acknowledges that Adelphi may unilaterally modify or terminate its permission, at any time and for any reason not prohibited by law.

### **Alternate Work Site & Work Space**

The current alternate work site is located at: \_\_\_\_\_

The Employee shall maintain a work space in a safe and secure condition, free from hazards, and other dangers to Employee, others, and equipment. Employee shall maintain (as nearly as practicable) the same environment in the work space as they would at Adelphi.

No individuals, including family members, friends or work associates, should have access to the confidential work being completed on behalf of Adelphi University.

Upon reasonable notice, Employee agrees to allow Adelphi University access to the work environment to assess safety and security.

**Remote Working Schedule**

Employee acknowledges that Employee is not an independent contractor; remains on Adelphi's payroll; and shall work from the alternate worksite during the days and hours below:

Sunday: \_\_\_\_\_  
Monday: \_\_\_\_\_  
Tuesday: \_\_\_\_\_  
Wednesday: \_\_\_\_\_  
Thursday: \_\_\_\_\_  
Friday: \_\_\_\_\_  
Saturday: \_\_\_\_\_

Employee acknowledges that they must work, and shall be accessible to Adelphi, during the agreed upon designated working hours and that compliance with this schedule is necessary to ensure maximum accessibility. Employee must obtain prior Supervisor approval for working anywhere other than the scheduled hours at the alternate worksite

**Duties and Assignments**

Duties and assignments authorized to be performed at this alternate work site include all responsibilities included in the employee's current job description as attached. The Supervisor has the right to assign additional/different work as necessary at any worksite.

In the event of delay in equipment repair or replacement, or any other circumstance under which it would be impossible or impractical for Employee to work remotely, Employee may be assigned other work, instructed to work on campus, and/or assigned to another location, at Adelphi's sole discretion.

**Communication**

Recognizing that effective communication is essential for this arrangement to be successful, the following methods and times of communicating are agreed upon:

As needed, by all members of the \_\_\_\_\_ (department), by instant messaging, phone and email.

**Home Phone:** \_\_\_\_\_  
**Cell Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**Emergency Contact:** \_\_\_\_\_  
**Home:** \_\_\_\_\_  
**Cell:** \_\_\_\_\_

**Injuries at the Work Site**

Employee agrees to report work-related injuries to the Supervisor within twenty-four (24) hours of such occurrence, and in compliance with the law of the site of the alternate worksite.

**Use of Adelphi and /or Employee Equipment and Supplies**

Employee acknowledges that Employee may use Adelphi University records, materials, and supplies for purposes of Adelphi University business only, and must protect them against unauthorized or accidental access, use, modification, destruction, or disclosure.

Employee shall report to the Supervisor instances of loss, damage or unauthorized access within twenty-four (24) hours of such occurrence.

Adelphi may, at its sole discretion, choose to purchase equipment and related supplies for use by Employee or may permit the use of Employee-owned equipment. Costs of supplies purchased by Employee shall not be reimbursed without prior approval.

The decision as to the type, nature, function and/or quality of electronic hardware, computer software, data and telecommunications equipment used (e.g., telephone lines) shall rest entirely with Adelphi. The decision to remove or discontinue use of such equipment, data, and/or software shall rest entirely with Adelphi.

The Employee shall list below the type of equipment issued by Adelphi (e.g., laptop) including the make/brand, model/tag number.

**Type of Equipment:** \_\_\_\_\_  
**Make/Brand:** \_\_\_\_\_  
**Model/Tag No.:** \_\_\_\_\_

**Type of Equipment:** \_\_\_\_\_  
**Make/Brand:** \_\_\_\_\_  
**Model/Tag No.:** \_\_\_\_\_

**Type of Equipment:** \_\_\_\_\_  
**Make/Brand:** \_\_\_\_\_  
**Model/Tag No.:** \_\_\_\_\_

**Adelphi does not assume liability for loss, damage, or wear of Employee-owned equipment.** Employee is responsible for proper operation of Adelphi equipment and shall be liable for any damage or loss caused by Employee's intentional wrongful or negligent act. Employee is not required to insure Adelphi-owned equipment; however, any loss of Adelphi property that is paid by Employee's homeowner's policy will be reimbursed to Adelphi.

Employee understands that all records, materials, and supplies provided by Adelphi University shall remain the property of Adelphi University, as does any and all work product of Employee.

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Employee understands that his/her personal vehicle will not be used for Adelphi University business unless specifically authorized by the Supervisor.

Employee agrees to return Adelphi University records, materials, equipment and supplies within five days of termination of this Permission. In the event that legal action is required to regain possession of property owned by Adelphi, Employee shall pay all costs incurred by Adelphi, including attorney's fees, should Adelphi prevail.

**Tax Consequences**

Employee understands that he/she is responsible for any tax consequences, if any, of this arrangement and for conformance to any local zoning or other legal regulations.

**Dependent Care**

This remote working arrangement is not to be viewed as a substitute for family care arrangements.

**Choice of Law**

This Agreement shall be governed under the laws of the State of New York. Any action to enforce the terms of this Agreement shall be venued in Nassau County, New York.

I hereby affirm by my signature that I have read this Remote Working Agreement, understand and agree to all of its provisions and understand and agree that all parties to this document must sign it before it becomes effective.

_____ Employee Signature	_____ Printed Name	_____ Date
_____ Supervisor Signature	_____ Printed Name	_____ Date
_____ IT Signature	_____ Printed Name	_____ Date
_____ Chief Human Resources Officer	<u>Lucinda Donnelly</u> Printed Name	_____ Date