

**EAST CAROLINA UNIVERSITY  
DEPARTMENT OF HUMAN RESOURCES**

**Flexible Work Arrangement and Remote Work Agreement**

This agreement is between the employee noted below and ECU. The purpose of this agreement is to specify the terms and conditions applicable to the flexible work arrangement for performing compensable work at an alternate work location and/or a flexible work schedule on a regular basis. The alternate work locations, such as an employee's home, are not provided for or maintained by ECU.

Employee Name: \_\_\_\_\_ Banner ID# \_\_\_\_\_

Department: \_\_\_\_\_ Position/Job Title: \_\_\_\_\_

Division:

- Administration & Finance
- Academic Affairs
- Athletics
- Chancellor
- Health Sciences
- REDE
- Student Affairs
- University Advancement

Classification:

- EHRA Faculty
- EHRA Non-Faculty
- SHRA
- CSS

Flexible Work Arrangement request is for the following:

- Flexible Work Schedule Only
- Telework/Remote Work Hybrid (Partial Telework/Remote Work)
- Telework/Remote Work Only (Full Telework/Remote Work\*)
- Both Flexible Work Schedule & Partial Telework/Remote Work
- Both Flexible Work Schedule & Full Telework/Remote Work\*

\*Must have written approval from appropriate Vice Chancellor

Start Date: \_\_\_\_\_

End Date (not to exceed 1 year): \_\_\_\_\_

Please provide details on the flexible work arrangement you are requesting, such as times and/or days of the week:

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If telework/remote work is being requested, please provide a permanent alternate work location address:

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Will your teleworking require access to Level 3 or Level 4 data as defined in ECU's Data Classification levels?  Yes  No

If "Yes", indicate: 1) what protected information will be accessed, 2) how it will be accessed, and 3) how it will be protected during off-site use.

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The signatures below attest to the understanding and mutual agreement of the following:

1. This agreement is scheduled to begin and continue through the dates noted above. Any modifications or extensions require mutual agreement and the signature, written or electronic, of both parties.
2. By signing this agreement, the employee understands and agrees that having a flexible work arrangement, whether it be a flexible work schedule and/or remote work is not an employee benefit. Therefore, this agreement does not extend to others not named above nor is any employee entitled to or guaranteed the opportunity to a flexible work schedule and/or remote work or the continued ability to have a flexible work schedule and/or remote work.
3. The salary, overall job responsibilities, and fringe benefits are not changed because of this agreement. Specific work assignments are still assigned by the supervisor of this position and are identified in the job description.
4. The Fair Labor Standards Act (FLSA) covers all compensable work. Vacation leave, sick leave, time records, overtime, and other related wage-hour provisions remain in effect. The total number of hours an employee works per week is not to change as a result of this agreement.
5. The employee, if subject to overtime, agrees to avoid working any overtime without prior written approval from the supervisor.
6. If an employee has a change in their permanent alternate work location, they must notify their supervisor and submit a new flexible work arrangement for approval. An employee's failure to notify their supervisor may result in disciplinary action.

7. Employees are required to come to campus for on-site meetings if directed by management to attend in-person. Supervisors may ask employees to plan to work the entire day on-site unless they can commute outside of work hours.
8. Travel between an alternate work location to an assigned duty station should occur prior to the start of or at the end of the workday, if at all possible. In the event an employee has to travel from their alternate work location to an assigned duty station during the workday, that travel time is considered work time however the employee may not charge mileage for travel between their alternate work location and their assigned duty station. Supervisors may ask employees to adjust or change their scheduled remote workdays in order to avoid travel from their alternative work location to an assigned duty station during the workday.
9. All other ECU policies and procedures that govern terms and conditions of employment continue to apply to the employee. This shall include, but is not limited to, performance management. Flexible work arrangements do not change the conditions of employment or required compliance with policies and rules.
10. Once implemented, ECU may reassign campus office space (formerly assigned to the employee) to others as the university deems appropriate and in its sole discretion.
11. The employee may be required to be on campus for certain assignments and meetings. The times and amount of presence on campus will vary depending on the expectations of the supervisor. Travel from home or the normal remote work location/alternative work location to the university is considered ordinary commuting and is not compensable as business travel.
12. ECU recognizes that effective communication is essential for this agreement to be successful. Therefore, the employee must be available to communicate with campus (supervisor, other offices, etc.) at any time during the specified work hours. Such communications may be via email, ECU approved instant messaging, telephone, or other electronic communication systems as directed by the supervisor. It is the responsibility of the employee to provide their supervisor and coworkers with up-to-date contact information.
13. ECU may provide certain office equipment or other items to facilitate this agreement. Examples include a computer, software, or other technology systems. All such items remain the property of ECU at all times and must be returned upon request. Further, the employee agrees to obtain written approval from ECU before taking any university property off campus. ECU will provide routine office supplies as needed.
14. The employee agrees to use the university-owned equipment and other job-related materials for university business only, and to protect them against unauthorized access, use, modification, destruction, theft, or disclosure. Incidental personal use of electronic equipment is permitted but it must not interfere with work assignments or communication, must not be used for personal gain (such as related to secondary employment or a personal business) and is subject to the applicable University Computer Use Policy found [here](#).
15. The employee agrees to return all ECU property to the university within 24 hours of being notified to do so by an appropriate ECU administrator, or upon termination of this agreement unless a reasonable extension is granted by management.

16. The employee agrees to allow pre-scheduled visits to the alternate work location as necessary to inspect or retrieve ECU property.
17. ECU will not provide for or reimburse any expenses related to the construction, repair, renovation, heating, lighting, utilities, and any other operational costs for the alternate worksite. Employee accepts primary responsibility for their safety at the alternate work location.
18. ECU will be responsible for work-related injuries under North Carolina workers compensation laws, but this liability is limited to injuries within the course and scope of employment. The employee must make their home available for any necessary accident/injury investigation necessary to process the claim. Claims are to be processed according to established university procedures. The employee must indemnify and hold ECU harmless for injuries to others at the alternate work location that may occur outside the course and scope of employment.
19. Accomplishing certain tasks may require the employee to access confidential information (generally considered to be those data types defined as Level 3 and Level 4 in [ECU's Data Classification Levels](#)) from the alternate work location. Consequently, there is a greater risk that such information may be disclosed to third parties. All confidential hard copy data will remain on University property and shall not be taken to the alternate work location as required by University Regulations regarding Protecting Sensitive Data (unless given special approval by the Human Resources Department, the employee's department and/or the appropriate data steward responsible for the types of data and records being used). Therefore, the employee agrees to take reasonable precautions to secure confidential information to prevent any such disclosure and to follow any specific ECU-approved security procedures to ensure confidentiality and security of data, including but not limited to the following:
  - All Level 3 and Level 4 data necessary for flexible work arrangements must be accessed remotely. Removing hard-copy Level 3 or Level 4 from ECU for flexible work arrangements is prohibited without the approvals required above.
  - The internet must be accessed only through secure network access technologies (university VPN or other multifactor authentication).
  - The use of a university-provided laptop or desktop configured with the appropriate security controls is required. Exceptions can be made through the university Risk Acceptance process. Accessing Level 3 and Level 4 classified data from personally owned devices is strictly prohibited.
  - No University data may be stored on any non-University computer or other unapproved storage media.
  - It is the responsibility of the employee's department management to provide university-issued computers. Requests for secure configurations of such computers should be sent to the ECU IT Helpdesk.
  - Computers used for University business must maintain current virus protection software and security patches.
20. ECU may terminate this agreement at any time and for any reason upon verbal and/or written notice.
21. The employee agrees to adhere to specific departmental and/or divisional-specific requirements for flexible work arrangements standards set forth by the departmental and/or divisional standard operating procedures related to flexible work arrangements. These requirements and/or standards

may include eligibility criteria, productivity expectations, appropriate security controls, or any other business or operational requirements deemed necessary by the department and/or division.

I have read and understand this agreement, understand its provisions and, by signing below, agree to be bound by its terms and conditions.

Employee Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Department Head/Unit  
Administrator Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Department Head/Unit  
Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

A signed copy of this agreement and a completed telework self-checklist must be sent to [employeerelations@ecu.edu](mailto:employeerelations@ecu.edu).