**Fayetteville Technical Community College**

**Temporary Teleworking Agreement**

This Temporary Teleworking Agreement (Agreement) is between Fayetteville Technical Community College (FTCC) and       (“You” or “Your”).

1. We (FTCC and You) agree that You will temporarily telework in accordance with Your normal work schedule, unless Your schedule is modified by Your supervisor. For the purposes of this Agreement, teleworking shall be defined as working from a duty station You chose and the costs of which You incur personally. You are expected to be at Your teleworking duty station and working during the same hours You would normally be at Your regular duty-station, unless Your supervisor approves an alternative work schedule. You are expected to maintain Your same levels of productivity and responsiveness as if You were at Your normal duty station. Employees teleworking may not conduct personal business, such as caring for dependents or performing household chores while teleworking. If You are unable to work the schedule assigned by Your Supervisor, You are

 required to take leave in accordance with FTCC policies.

1. You hereby certify the street address of your teleworking duty station is as follows:

      (Street Address)

      (City, State, Zip Code)

1. You must be available by phone in order to telework. You hereby certify that you can be reached during your normal work hours at the following telephone number:

       (Phone Number)

1. You agree that during the period of teleworking, You may be required to temporarily return to campus upon a two-hour notice given to You by phone and/or e-mail. Failure to return to campus upon such notice is a breach of the agreement and may result in disciplinary action being taken against you.
2. This Agreement will begin on MM/DD/YYYY and will remain in effect unless altered

or terminated at any time as described below. FTCC reserves the right to terminate this Agreement at any time and in its sole discretion.

1. This Agreement is understood to be the result of an extraordinary circumstance and is a temporary measure taken to reduce the community transmission of the COVID-19 virus. This Agreement shall end either when the current “State of Emergency” (declared by Governor Roy Cooper on March 10, 2020) is terminated or at any other time determined by the College. You must return to Your duty station when this Agreement ends or otherwise as directed by FTCC. Any failure to return to Your duty station as directed by FTCC without justifiable excuse shall be deemed job abandonment and may result in termination of Your employment. When this Agreement ends, You understand and acknowledge that You have no right to continue teleworking and FTCC has no obligation to offer You or any other employee an opportunity to telework.
2. You agree to maintain a presence, through regular contact, with Your Division/Section while temporarily teleworking. Presence may be maintained using the technology available such as by computer, mobile phone, email, messaging application, videoconferencing, instant messaging and/or text messaging at all times during the times the FTCC expects or requires You to work. By entering this agreement, You certify You have at Your home the appropriate equipment and Internet access to enable You to fulfill Your job responsibilities. You shall be responsible for all costs associated with the technology described above, except FTCC may provide computer hardware and software to certain employees who require access to sensitive databases through the College’s virtual private network. In the event such computer hardware or software is provided, You agree to use the hardware and software solely for the purpose of performing Your FTCC job responsibilities and for no personal purpose whatsoever. Upon termination of this Temporary Telework Agreement, You shall return all hardware and software to FTCC within three business days.
3. You are permitted to take from the College and to Your telework site a reasonable quantity of office supplies such as pens, paper, paperclips, and similar expendable items. Such items shall not include any printer ink or toner. Any items taken to your teleworking site must be used in connection with Your work and may not be used for personal purposes. Unused office supplies must be returned to the College when this Temporary Telework Agreement ends.
4. While temporarily teleworking, You will work just as if You were in Your regular work location and maintain productivity, performance, communication and responsiveness standards as if You were in your regular work environment. This Agreement does not change the basic terms and conditions of Your employment at FTCC. You will perform all of Your duties as set forth in Your job description, as well as and/or different duties that FTCC may assign from time to time. You will make Yourself available to physically or virtually attend scheduled work meetings as requested or required by FTCC. Further, You remain obligated to comply with all state and FTCC policies and procedures.
5. You shall maintain an accurate time sheet which accounts for all hours worked in fulfillment of your FTCC job responsibilities. You shall also maintain a daily log of the work you performed in fulfillment of your FTCC job responsibilities and include artifacts of the work product produced. You shall submit both your time sheet, daily log of activities, and relevant artifacts to your supervisor every Friday afternoon of any week during which you engage in teleworking. In the event your time sheet and/or daily log of activities do not reasonably establish sufficient productivity, the College in its sole discretion may: terminate this agreement; require you to use paid leave; and/or, place you on leave without pay.
6. To the fullest extent possible, You shall comply with all FTCC policies and procedures, such as maintaining confidentiality of personally identifiable information of students (FERPA policies). Policies that are specifically designed for the campus, such as smoking and weapons policies, shall not apply to Your teleworking site, unless your teleworking site is physically located on a campus of FTCC.
7. If You are a non-exempt employee, You shall not work overtime without prior approval from Your supervisor, and You are required to take Your rest and meal breaks while teleworking.
8. You will be solely responsible for the configuration of Your teleworking workspace and all services unless the FTCC expressly agrees otherwise. This includes ensuring and maintaining an ergonomically appropriate and safe teleworking worksite.
9. All injuries You suffer while fulfilling Your employment responsibilities and all illnesses that are job-related must be reported promptly to FTCC Public Safety and Security (910-678-8433). In the event of a work-related injury or illness, You must continue to follow FTCC protocols for work-place illness and injuries. Contact Brenda Nightingale for more information (nightinb@faytechcc.edu)
10. By signing this Agreement, You are also confirming You have read, understood and will comply with all provisions listed above, as well as the provisions of the existing FTCC telework policy. You acknowledge that if Your manager or supervisor determines that the temporary teleworking arrangement described in this Agreement is not working effectively or as envisioned, management may at any time adjust or end the temporary teleworking arrangement.
11. UNDERSTOOD AND AGREED:

Employee

Signature: Date Signed:

Printed Name: Title:

APPROVED BY:

Manager/Supervisor

Signature: Date Signed:

Printed Name: Title:

Vice President

Signature: Date Signed:

Printed Name: