**Frostburg State University's**

***"Regular"***

**Telework Agreement**

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# **TELEWORK AGREEMENT | Regular Telework**

A Regular Telework agreement is where an employee teleworks on a regularly scheduled basis entirely remotely at an agreed-upon designated location, other than the official worksite, where employees perform work assignments, such as the employee's home or an authorized telework center. This document is intended to ensure that both the University and the employee have a clear, shared understanding of the employee's telework arrangement.

This telework agreement is not a contract of employment and does not provide any contractual rights to continued employment. It does not alter or supersede the terms of existing employment.

# **Employee Telework Information**

|  |  |  |
| --- | --- | --- |
| Employee Name: |  | |
| Job Title: |  | |
| Department: |  | |
| Supervisor: |  | |
| Arrangement requested by: | o University o Department o Employee | |
| Address where Telework will be performed: |  | |
| Telework arrangement effective dates: | Start Date: | End Date: |

# **Work Schedule**

|  |  |  |  |
| --- | --- | --- | --- |
| **Day of Week** | | **Work Hours** | **Work Location** |
| Sunday | |  |  |
| Monday | |  |  |
| Tuesday | |  |  |
| Wednesday | |  |  |
| Thursday | |  |  |
| Friday | |  |  |
| Saturday | |  |  |
| **Explanation of potential circumstances requiring mandatory onsite attendance** |  | | |

# **Telework Agreement Modification**

Either the employee or their department may end an employee requested telework arrangement. Circumstances that involve suspected misconduct, the telework agreement may be terminated immediately. This provision does not apply to telework arrangements made through the disability accommodation process.

All changes to the telework site location during employees' work schedule (e.g., travel, a relative's home, etc.) require a Telework Amendment Form to be completed. Changes cannot be implemented prior to amendment approval. All employee-proposed changes are subject to departmental approval; changes include working from a site other than the one listed and agreed upon on this telework agreement.

All changes lasting more than five (5) consecutive days will require a new telework agreement.

# **Telework Review Date**

|  |  |
| --- | --- |
| **Telework plan review date:** |  |

# **Equipment Needed**

|  |  |  |
| --- | --- | --- |
| **Equipment** | **Provided by** | **Notes** |
| Laptop |  |  |
| Docking station |  |  |
| Monitor (# if more than one) |  |  |
| Keyboard/Mouse/Webcam |  |  |
| Phone |  |  |
| Power Strip/Extension Cord |  |  |
| Additional: |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**\*Telework arrangements for Hybrid or occasional Telework will not typically result in the duplication of office equipment**.

# **Telework Employee Expectations**

1. The employee is expected to make or maintain childcare, elder care, or similar arrangements as if they were reporting to the office.
2. Employees should not conduct personal business during core work hours while on work status.
3. Concentration should be on work assignments during agreed-upon work hours.
4. Teleworkers are expected to work their workweek as scheduled.
5. Employees will ensure that adequate band width is available at the approved telework location in order to perform job duties.
6. If the employee loses internet service at any time throughout the regular workday, the employee will be required to report their on-site campus location.
7. Employees must be readily accessible by telephone during their regular work hours.
8. Telework hours over their regular work schedule must be authorized in advance and be documented according to the policy guidelines.
9. An employee's regular work hours are unaffected by Telework; participants are subject to all attendance policies and practices.
10. Requests for leave time must be approved in advance under standard operating procedures.
11. Employees will follow all the standard policies and procedures that are in place for the organization.
12. If campus operations are altered due to weather conditions, the following applies:
    1. Regular and Hybrid teleworkers scheduled to work remotely will follow their regular schedule.
    2. Hybrid teleworkers scheduled to work on campus will follow the same process as on campus employees.
13. Employees who can telework but do not during a weather emergency or office closure must use accrued leave time.
14. Only employees are authorized to use university computers and equipment.
15. Employees will protect and properly secure all confidential information/records/data against access by unauthorized persons, destruction, etc. Files and other information subject to confidentiality regulations must be secured from unauthorized access while at the telework worksite. Any software, products or data created as a result of work-related activities are owned by the University and must be produced in the approved format and medium.
16. Employees will enter a telework agreement that will be revisited and executed annually, at a minimum, to coincide with, where possible, the beginning of the employee evaluation cycle.
17. Employees understand and accept that the University will not be liable for any damages to the employee's property resulting from participation in the Telework Program. Additionally, the University will not assume responsibility for operating costs, home maintenance, or any incidental costs (e.g., utilities, insurance, internet access, printer supplies, telephone, employee’s equipment) associated with the employee's use of their residence for Telework.
18. Employees will be covered under applicable Maryland Workers' Compensation laws if injured while performing official duties at the telework site. While teleworking, employees are required to maintain a safe working environment. Failure to maintain safe working conditions will result in the termination of telework privileges. Employees agree to notify the supervisor immediately of any accident or injury that occurs and to complete any required forms. The University agrees to investigate such a report immediately. Employees also understand that the University will not be liable for damages to Employee’s personal or real property while the Employee is working at the alternate work location, except to the extent adjudicated to be liable under Maryland law.
19. Teleworkers will not be reimbursed for travel between their home and regular office location, nor will the employee's commute time be considered hours worked.
20. Employees are accountable for verification of telework dates and tasks.
21. Regular Teleworkers will not have an office on campus. If the employee needs to work on campus, a shared space will be provided.
22. All Telework arrangements can be revised or rescinded by the respective Vice President at any time, to meet the needs of the unit. The employee will receive at least fourteen (14) calendar days’ notice of such change.

# **Policies and Procedure Acknowledgment**

|  |  |
| --- | --- |
| **Policy/Procedure** | **Employee Initials** |
| I have read and understood Frostburg State University's Standard and Telework Policy and Process <https://www.frostburg.edu/human-resources/Policies-Procedures/fsu---non-union-covered-staff-telework-policy-final-09.09.21-1723-002.pdf> and commit to adhering to policies put in place by the University. |  |
| I understand that I must comply with all timekeeping and overtime regulations defined by state or federal law (e.g., the Fair Labor Standards Act), collective bargaining agreements, or University policy. |  |
| I understand and agree to adhere to the FSU Policy on Acceptable Use of Computing and Computing Resources (FSU Acceptable Use Policy). |  |
| I agree to maintain the confidentiality of all University information and documents and prevent unauthorized access to any University system or data. |  |
| I agree to return in good working order and in a timely fashion all University-owned items used at the alternate worksite upon request or if the Agreement is discontinued for any reason. If the University must initiate legal action to regain possession of University-owned property, the employee agrees to pay all the university costs. |  |
| I understand that Workers' Compensation may cover work-related injuries at my telework location during agreed-upon working hours. I am required to report any work-related illness or injury to my supervisor immediately. I further understand that I must fill out an accident report within 24 hours of the event or claim to serve as an internal record of the incident. |  |

# **Additional Details**

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|  |

**Regular Telework Policy / Agreement Acknowledgment**

**(Signatures Required)**

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

Employee Signature:

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

Head of the Department Signature:

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

Vice President Signature:

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

Human Resources Representative Signature: