

# **BSU TELEWORKING AGREEMENT**

## **2021-2022**

### ***Scope of Agreement***

Employee agrees that teleworking is voluntary and may be terminated, by either the Employee or the University, with or without cause.

Other than those duties and obligations expressly imposed on Employee under this agreement, the duties, obligations, responsibilities and conditions of Employee's employment with the University remain unchanged. Employee's salary and participation in the pension, benefit, and University-sponsored insurance plans shall remain unchanged.

The terms "remote work location" or "remote workplace" shall mean Employee's residence or any remote office location approved by the University. The term "office" shall mean Employee's usual and customary University work address.

This agreement shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

### ***Term of Agreement***

This Agreement shall become effective as of the date first written above, and shall remain in full force and effect as long as Employee teleworks.

### ***Termination of Agreement***

Employee's participation as a teleworker is entirely voluntary and is available only as long as Employee is deemed eligible at the University's sole discretion. There exists no right to telework. The actual work location (e.g. in-state or out-of-state) may be a consideration in the approval of the Telework Remote Assignment. Either party may terminate Employee's participation as a teleworker, with or without cause, upon reasonable notice thereof, in writing, to the other. The University will not be held responsible for costs, damages or losses resulting from cessation of participation as a teleworker. This writing is not a contract of employment and may not be construed as one.

Employee agrees that work hours will conform to the terms agreed upon by Employee and the University.

Employee agrees to obtain advance supervisory approval before performing overtime work and before taking leave. Working overtime without such approval may result in termination of the teleworking privilege and/or other appropriate action.

### ***Work Schedule and Work Status***

Any changes to Employee's Work Schedule must be agreed to by Employee's supervisor in advance. Employee agrees to perform only official duties and not to conduct personal business while on work status at the remote work location. *(See Telework Policy)*

BSU Teleworking Agreement  
BSU-OHR

February 2002  
Revised March 2020  
Revised June 2021  
Revised July 2021

### **Work Performance**

Employee agrees to provide regular reports if required by the supervisor to help judge work performance. Employee understands that a decline in work performance may result in termination of this agreement by the University.

### **Standards of Conduct**

Employee agrees to be bound by the University regulations, policies, and procedures while working at the remote workplace. Violation of the foregoing may result in termination of this agreement and the teleworking privilege. Please see the USM exempt and nonexempt policies; AFSCME and MCEA MOUs as appropriate.

### **University Equipment and Supplies**

Employee agrees that use of equipment, software, data supplies and furniture, provided by the University for use at the remote work location, is limited to authorized persons and for purposes related to work. Employees may not remove equipment from the University without the approval of the supervisor. Employee agrees to obtain from their campus office workplace supplies needed for work at the remote workplace with the supervisor's approval. Out-of-pocket expenses for supplies regularly available at the on campus workplace will not be reimbursed unless previously approved by the University. *(See Telework Policy)*

### **Remote Workplace and Work Space**

Employee agrees to designate a workspace within Employee's remote work location for placement and installation of equipment. The workspace must be adequate for performance of the Employee's official duties. Employee shall maintain this workspace in a safe condition, free from hazards and other dangers to Employee and equipment. The site chosen as Employee's remote workplace must be approved by the University. *(See Telework Policy)*

### **Inspections**

Employee agrees that the University may make on-site visits to the remote work location for the purposes of determining that the site is safe and free from hazards, and to maintain, repair, inspect or retrieve University-owned equipment, software, data and/or supplies. The University must provide Employee with at least 48 hours' notice of an inspection and make inspections only during normal working hours.

### **Reimbursement**

Employee agrees that the University will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g. utilities, insurance) whatsoever, associated with the use of the employee's residence or computer equipment. The University will reimburse Employee for expenses authorized by Employee's supervisor and incurred while conducting business for the University.

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***Liability for Injuries***

Employee understands that Employee is covered under the Maryland Workers' Compensation law if injured in the course of actually performing official duties at the central office workplace or at the remote workplace. Employee agrees to notify the Employee's supervisor immediately of any accident or injury that occurs at the remote workplace and to complete any required forms. The University agrees to investigate such a report immediately.

Employee understands that the State will not be liable for damages to Employee's personal or real property while Employee is working at the remote work location, except to the extent adjudicated to be liable under Maryland Law.

***Security of Confidential Information***

Employee agrees that all University-owned data, software, equipment, facilities and supplies must be properly protected and secured. University-owned data, software, equipment, facilities and supplies must not be used to create Employee-owned software or personal data. Employee will comply with all University policies and instructions regarding security of confidential information. 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.

***Disclosure***

Employee agrees to protect University records from unauthorized disclosure or damage and will comply with all requirements of law regarding disclosure of University information.

***Other Action***

Nothing in this agreement precludes the University from taking any appropriate disciplinary or adverse action against the Employee if the Employee fails to comply with the provisions of this agreement.

### Teleworker Work Schedule

The following work schedule and locations are agreed upon in support of the University Agreement:

#### Main Office Workplace

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

#### Remote Workplace

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

#### Telework Schedule

*(Indicate only the  
days/hours you will be  
teleworking)*

<u>Day</u>	<u>Days</u>
Monday	_____
Tuesday	_____
Wednesday	_____
Thursday	_____
Friday	_____
Saturday	_____
Sunday	_____
Daily Lunch Period	_____

I agree to abide by the Telework Policy:

\_\_\_\_\_  
Employee (Print and Sign)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Supervisor (Print and Sign)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Area Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources

\_\_\_\_\_  
Date