

Teleworking Agreement

This agreement, effective _____ (date) is between _____

(employee) and _____ (University of Baltimore department). The parties agree to the following:

Scope of Agreement

Employee agrees that teleworking is voluntary and may be terminated, by either the employee or the department, 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 of Baltimore remain unchanged. Employee's salary and participation in all benefits plans shall remain unchanged.

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

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

Terms 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 department's sole discretion. There exists no right to telework. Either party may terminate employee's participation as a teleworker, with or without cause, upon reasonable notice thereof, in writing, to the other. Agency 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.

Compensation and Leave

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

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

Employee agrees that employee's work schedule will be as designated in the work schedule (see below). Any changes to employee's work schedule must be agreed to by employee's supervisor in advance. Employee

understands that the department may require an employee to come to the office on a designated telework day for an event, meeting, or other work requirement.

Employee agrees to perform only official duties and not to conduct personal business while on work status at the remote work location. Personal business includes, but is not limited to, caring for dependents or making home repairs.

Employee agrees not to conduct any work-related meetings at the remote work location if that remote work location is the employee's home.

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 department.

Standards of Conduct

Employee agrees to be bound by University System of Maryland and University of Baltimore 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.

University Equipment

The Department, at its sole discretion, may choose to purchase equipment and related supplies for use by Employee while teleworking or permit the use of Employee-owned equipment. Employee agrees that use of equipment, software, and supplies provided by the Department for use at the remote work location is limited to authorized persons and for purposes related to work. In the event of Department-provided equipment malfunction, Employee agrees to immediately notify the Department in order to repair or replace the equipment immediately.

Remote Workplace and Work Space

Employee agrees to maintain a workspace appropriate for performance of Employee's duties. The workspace must be in a safe condition, free from hazards and other dangers to Employee and equipment. The Department may conduct an on-site visit to determine that the site is safe and free of hazard with 24-hour notice.

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 office or at the remote workplace. Employee agrees to notify the Employee's supervisor immediately of any accident or injury and to complete required forms. The University agrees to investigate such a report in the same manner as if the incident occurred in the office. The University is not liable for damages to Employee's personal or real property while Employee is working at a 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 or supplies may 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. Employee agrees to protect University records from unauthorized disclosure or damage.

Employee Work Schedule

Telework Schedule: _____

I affirm by my signature below that I have read and understand this agreement.

Employee Signature: _____ Date: _____

Department Head Signature: _____ Date: _____