

UMBC TELEWORKING AGREEMENT

This agreement, effective _____, is between _____ (hereinafter referred to as "Employee"), an employee of the _____ (hereafter referred to as "The University"). The parties, intending to be legally bound, agree as follows:

Scope of Agreement:

Employee agrees that teleworking is voluntary and may be terminated, by either the Employee or 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, benefits, 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:

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. Either party may terminate Employee's participation as a teleworker, with or without cause, by providing 30 days notice, 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.

Compensation and Leave:

Employee agrees that work hours will conform to the terms agreed upon by Employee and the University. The 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 the work schedule will be as designated in the attached Work Schedule. Any changes to the Work Schedule must be agreed to by Employee's supervisor in advance. Employee agrees to provide Employee's timekeeper with a copy of employee's Work Schedule. Employee agrees to maintain contact with the office as specified in the Work Schedule.

Employee agrees to perform only official duties and not 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 of that remote work location is the employee's residence.

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 the agreement by the University.

Standards of Conduct:

Employee agrees to be bound by 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.

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.

University Equipment:

Dependent upon the nature of work to be performed during the telework cycle, use of University equipment may not be applicable/necessary. In the event that the University must provide equipment for use by the Employee during the telework period, the Employee agrees that the 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.

The University, 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. The decision as to the type, nature, function and/or quality of electronic hardware (including, but not limited to, computers, video display terminals, printers, modems, data processors and other terminal equipment), computer software, data and telecommunications equipment (i.e., phone lines) shall rest entirely with the University. The decision to remove or discontinue use of such equipment, data and/or software shall rest entirely with the University. Equipment purchased for use by Employee shall remain the property of the University. The University does not assume liability for loss, damage or wear of Employee-

owned equipment. Employee is responsible for installation, service and maintenance of any Employee-owned equipment used.

In the event legal action is necessary to regain possession of Agency-owned equipment, software data and/or supplies, Employee agrees to pay all costs incurred by the University, including reasonable attorney fees.

In the event of University equipment failure or malfunction, Employee agrees to immediately notify the University in order to effect immediate repair or replacement of such equipment. In the event of delay in repair or replacement, or because of other circumstance, which make it impossible for Employee to telework, Employee understands that Employee may be assigned to do other work and/or assigned to another location, at the University's sole discretion.

Furniture, lighting, household safety equipment, incidental to use of University-owned equipment, software and supplies shall be appropriate for their intended use and shall be used and maintained in a safe condition, free from defects and hazards.

Employee agrees to take all reasonable precautions, including but not limited to, scanning all computer equipment and software for viruses prior to use, installation and/or transmission, to prevent the transmission of viruses, unauthorized software or code to any computer owned by the University or onto the University's Local Access Network (LAN).

Supplies:

The Employee agrees to obtain from their office, all supplies needed for work at the remote workplace and understands that out-of-pocket expenses for supplies regularly available at the central office will not be reimbursed unless previously approved by the University.

Remote Workplace and Work Space:

The Employee agrees to designate a work space within Employee's remote work location for placement and installation of equipment. The work space must be adequate for performance of the Employee's official duties. Employee shall maintain this work space 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.

Inspections:

The 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 24 hours notice of an inspection and make inspections only during normal working hours.

Reimbursement:

The Employee agrees that the University will not be responsible for operating costs, home maintenance,

or any other incidental cost (e.g. utilities, insurance, etc.) 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.

Liability for Injuries:

The Employee understands that Employee is covered under the Maryland Workers' Compensation Law if injured in the course of actually performing duties at the office or at the remote workplace. Employee agrees to notify the 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.

The Employee also understands that the University shall 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:

The 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:

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

Miscellaneous Conditions:

The Employee agrees to participate in all studies, inquiries, reports or analyses relating to teleworking for the University and understands that such studies and reports are public information. The release of such information shall not be inconsistent with existing laws or regulations regarding public information.

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

Signature of Teleworker

Date

Signature of Immediate Supervisor

Date

Signature of Department Head

Date

Signature of Division Head

Date

Signature of Human Resources Representative

Date