

University of Maryland Center for Environmental Science Telework Agreement

This agreement (“Agreement”) confirms the teleworking arrangement for _____ (“Employee”),

_____ (job title) in _____ (lab/unit) (“Unit”) at University of Maryland Center for Environmental Science (“University” or “UMCES”) (collectively, the “Employer”).

1. **By signing this Agreement**, the Employee confirms that s/he has reviewed, understands, and agrees to abide by its terms and applicable University and System policy and provisions, which include but are not limited to those for:

- work hours, accessibility, and job performance
- use of and responsibility for UMCES owned equipment and resources
- establishing a work space
- safety and ergonomics
- work related injuries
- confidentiality of information and data
- intellectual property
- revocability of the Agreement

2. Terms of Employment

- a. This Agreement does not provide any contractual rights to continued employment in a telework capacity. It does not alter or supersede the terms of the Employee’s existing employment relationship with the University. The Employee remains obligated to comply with all University rules, policies, practices, procedures, and instructions that would apply if the Employee were working at the regular University worksite. Work product the Employee develops or produces while teleworking remains solely the property of UMCES.
- b. Work hours, compensation, and leave scheduling while teleworking must conform with and adhere to applicable UMCES and USM policies, and any union Memorandum of Understanding (if applicable). The Employee’s supervisor must pre-approve requests to work overtime or use accrued leave, in the same manner as when the Employee works at the regular University worksite.
- c. Nothing in this Agreement precludes the supervisor, and/or University from taking any appropriate disciplinary or adverse action against the Employee if the Employee fails to comply with the provisions of this Agreement.
- d. University policies and procedures related to drug and alcohol use during work hours are not affected by this Agreement or the Employee’s status as a teleworker.
- e. The supervisor retains the right to modify the Agreement on a temporary basis as a result of business necessity or as a result of a request by the Employee that is supported by the supervisor. Any modification of this Agreement shall be in writing and signed by the Employer. A copy of the written modification shall be given to the Employee and a copy shall be placed in the Employee’s personnel file.

- f. This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Maryland, without regard to its conflicts of laws rules. It is the Employee's responsibility to determine any tax implications of maintaining a remote worksite in the Employee's home.

3. Duration of Commitment and Reversibility

- a. This telework arrangement shall begin on _____ and continue until _____, or until ended by the Employee or Employer. Should the Employee wish to terminate the teleworking arrangement, the Employee agrees to provide a minimum of seven (7) calendar days' advance notice to the Employer.
- b. This Agreement is subject to review at any time and may be revoked immediately at any time by the Employer. The Employer shall strive to provide a minimum of seven (7) calendar days' notice prior to termination of the Agreement. However, the Employer may give less than seven (7) calendar days' notice if the change is due to operational need, changes in University policy, performance concerns, and/or disciplinary reasons.

4. Telework Assignment, Accountability and Performance Measurement

- a. Documentation detailing the Employee's telework workload expectations, performance and communications expectations, and work schedule (UMCES Telework Schedule & Work Plan) must be attached and is incorporated into this Agreement.
- b. The Employee agrees to stay current on Unit and work group events and to facilitate communication with the public, student, faculty and co-workers who may need to interact with the Employee while teleworking. The Employee also agrees to keep the supervisor informed of progress on assignments worked on at the alternate worksite and any problems encountered while teleworking. The Employee agrees to structure their time to ensure attendance at required meetings as scheduled or designated by the supervisor. The supervisor agrees to facilitate communication within the workgroup.

5. Equipment, Equipment Insurance, and Office Supplies

- a. University-owned resources may be used only for University business. The Employee is responsible for ensuring that all items are properly used.
- b. The Employee agrees to take reasonable steps to protect any University property from theft, damage, or misuse. This includes maintaining data security and record confidentiality at the same standard as when working at the regular University worksite.
- c. The Employee shall comply with all University and System policies and instructions regarding security of confidential information. The Employee agrees to work with Information Technology (IT) to secure their personal computer through the use of VPN, disk encryption, and/or other technologies.
- d. The Employee agrees to protect University/Unit records from unauthorized disclosure or damage, and shall comply with all requirements of law regarding disclosure of Unit or University information. If a data or security breach occurs and University records may have been compromised, the Employee shall immediately report the issue to both their supervisor and Unit head.
- e. The Employee agrees to adhere to [UMCES Computer Use Guidelines](#).
- f. The Employee shall comply with all licensing agreements for the installation and use of University owned software, including software installation on multiple computers. The Employee shall not copy

University owned software in any manner unless such copying is expressly permitted by the software licensing agreement.

- g. The Employee shall be responsible for any damage to or loss of University property to the same extent the employee would be held responsible for equal damage or loss suffered at the Main Workplace under like circumstances.
- h. When the Employee uses personal equipment, software, data, supplies, and furniture, the Employee is responsible for maintenance and repair of these items unless other arrangements have been made in advance and in writing with the supervisor. The University assumes no responsibility for any damage to, wear of, or loss of the Employee's personal property.
- i. The Employee agrees 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 costs incurred by the University.

6. Telework Site Safety and Ergonomics

- a. The Employee and the Employer agree to work together to ensure that the alternate worksite is safe and ergonomically suitable
- b. The University may make on-site visits to the Employee's telework site, at a mutually agreed upon date during the Employee's normal working hours, to ensure that the designated work space is safe and free from hazards and to maintain, prepare, inspect, or retrieve University-owned equipment, software, data supplies, and furniture. These visits, if any, will take place no more often than once each calendar year, only be made out of objective necessity, and will not be used in lieu of actual employee management or in order to micromanage, pressure, or otherwise harass a teleworking Employee.
- c. The Employee may be covered by workers' compensation, and may be eligible for benefits for job-related injuries that occur in the course and scope of employment while teleworking. The Employee remains liable for injuries to third parties and/or members of the Employee's family on the Employee's premises. The Employee agrees to notify their supervisor immediately if they are injured while teleworking.

7. Signature

By signing this Telework Agreement, the Employer and Employee acknowledge that they have reviewed and agreed to the terms and conditions of this Agreement and agree to abide by the UMCES Telework Policy. A signed copy shall be given to the Employee, Employer, and a copy shall be placed in the Employee's personnel record.

Employee Signature: _____

Date: _____

Supervisor Signature: _____

Date: _____

Lab Director/AVP, as applicable: _____

Date: _____