

TELEWORK AGREEMENT

The Telework Agreement (“Agreement”) is made and entered into as of the day of _____ (the “Effective Date”) by and between Southeastern Oklahoma State University on behalf of _____ (Department) (“University”) and _____ (the “Employee”). The Agreement sets forth the terms and conditions upon which Employee agrees to participate in a telework arrangement with the University.

1. As evidenced by Employee’s signature below, Employee agrees to participate in telework as provided by the terms and conditions of this Agreement and the Telework Policy (the “Policy”).
2. Employee is in a position that is eligible for telework in accordance with Section A of the Policy. Comments: _____
3. Employee agrees to participate in telework beginning _____ and ending _____. This Agreement will be reviewed on an annual or more frequent basis and may be extended for additional one-year terms if agreeable to the University. In such case, the terms of this Agreement should be reviewed and updated as necessary.
4. The Agreement may be terminated at any time as provided in Section C of the Policy.
5. The provisions of the Telework Policy are specifically incorporated into this Agreement. If any term of this Agreement conflicts with the terms of the Policy, the terms that are more specific shall prevail.

WORK LOCATION/SCHEDULE (to be completed by Supervisor)

1. Employee’s campus workplace location:

2. Employee’s alternate work location address:

Describe in detail the designated work area at the alternate work location.

3. Employee's telework schedule (supervisor, please circle one):
 - a. At the campus workplace, employee's work hours will normally be from _____ to _____, (central standard time) on the following days: _____, unless otherwise approved in writing by the supervisor.
 - b. At the alternate work location, employee's work hours will normally be from _____ to _____, (central standard time) on the following days: _____, unless otherwise approved in writing by the supervisor.
4. Supervisor will maintain a copy of employee's telework work schedule, and employee's time and attendance will be recorded in the same manner as if employee were working at the campus workplace.

WORK STANDARDS/PERFORMANCE

1. Employee will meet with supervisor to receive assignments and to review completed work as necessary or appropriate, as determined by the supervisor.
2. Employee will complete all assigned work according to work procedures mutually agreed upon by employee and supervisor, and according to guidelines and expectations stated in the employee's performance plan.
3. Supervisor will evaluate employee's job performance according to the employee's performance plan.
4. Employee agrees to perform his/her work duties only at approved alternate work locations. Any modification or change in the approved work location must be coordinated and approved in writing by employee's supervisor and Human Resources.
5. Employee agrees that University may inspect the alternate work location for purposes such as investigating reported work-related accidents or injuries, and as otherwise agreed or described in the Telework Agreement and/or the Telework Policy. In addition, employee acknowledges that while the University may provide the employee notice of such inspection, it need not do so in cases of emergency, a report of an accident at the alternate work locations, or as otherwise appropriate. In such cases, employee agrees to permit entry upon University's presentation. If

alternate work location is the employee's home, employee agrees to maintain his/her home in a safe manner.

6. Employee will remain in contact with supervisor, co-workers, or customers and is expected to be responsive and complete assignments and follow through on commitments and tasks in a timely manner and within established deadlines.
7. This Telework Agreement is not intended to be a replacement for child or parental daycare. Employee agrees to ensure that child or parental daycare is available during assigned telework hours, if needed.

COMPENSATION/BENEFITS

1. As provided by the Telework Policy, the employee's classification, compensation, and benefits, including leave accrual rates, will not change solely on the basis of telework.
2. For non-exempt employees, overtime must be approved in advance by employee's supervisor. Employee will be paid overtime in accordance with applicable law and University Policy. Employee agrees that failing to obtain proper written approval for overtime work may result in termination of this Telework Agreement as well as other appropriate disciplinary action.
3. Employee agrees to follow established University procedures and policies regarding requesting and using applicable leave.

EQUIPMENT/EXPENSES

1. If Employee borrows University equipment for purposes of approved telework, he/she agrees to protect the university-owned equipment in accordance with the reasonable person standard and with University Policy and guidelines. University equipment will be serviced and maintained by the University. Employee will notify University immediately if the equipment is damaged, lost, or stolen.
2. University will not be liable for damages to employee's personal or real property during the course of employee's work at the alternate work location or while using university equipment in the employee's alternate work location.
3. University will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities, internet) associated with the use of employee's alternate work location.

4. Supervisor will ensure that any equipment checked out to employee is documented on its Device Inventory, consistent with Information Technology and HIPAA Policy.

SAFETY

1. Employee is covered by the appropriate provisions of the Oklahoma Workers' Compensation Program, as appropriate, if injured while performing his or her job duties at the campus workplace and the alternate work location.
2. Employee agrees that the alternate work location is safe and free from hazards and also agrees to allow department personnel to inspect the alternate work location upon request.
3. Employee agrees to bring to the immediate attention of his/her supervisor any accident or injury occurring in the course and scope of employee's duties at the alternate work location.
4. Supervisor will notify Human Resources and will investigate all accident and injury reports immediately following notification.

CONFIDENTIALITY/SECURITY

Employee will apply approved safeguards to protect SE records from unauthorized access disclosure or damage, and will comply with all University Information Technology and HIPAA policies.

Device Inventory Form

The following SE owned or leased equipment has been issued for use under this Telework Agreement. Add description and serial number of devices.

Computer /Laptop___ Serial Number_____

Printer___ Serial Number_____

Other_____

To be completed by Supervisor and Employee:

Is the Telework Agreement being offered for social distancing related to COVID19?

___ YES ___ No

Is the Telework Agreement being offered for some other reason? ___ YES ___ NO

If so, please describe:_____

Is this Telework Agreement being offered as a reasonable accommodation under the provisions of the Americans with Disabilities Act Amendments Act (ADA)?

___ YES ___ NO

Accommodation Approved By: _____ Date: _____

This agreement can be cancelled or modified at any time at the University or supervisor's discretion.

ACCEPTED AND AGREED:

Supervisor Signature Date

Vice President/President/Designee Signature Date

Employee Name Signature Date

Human Resources Name Signature Date

