



TELEWORK ELIGIBILITY CHECKLIST

This checklist will assist in determining whether telework is appropriate. If the answer to any of the following questions is "no," it is suggested that telework is not an appropriate option. **Review these criteria thoroughly prior to completing the remainder of the telework application packet. If eligible, all forms in this document must be completed.** Refer to the [University's Telework Policy](#) for more information.

1. The employee is self-motivated and responsible. _____Yes _____No

2. The employee is able to work independently. _____Yes _____No

3. The employee is familiar with the job requirements. _____Yes _____No

4. Many of the employee's duties may be performed remotely. _____Yes _____No

5. The employee is aware of the University's procedures. _____Yes _____No

6. The employee is satisfactory in his/her current position. _____Yes _____No

7. The employee is an effective communicator. _____Yes _____No

8. The employee is not currently serving a probationary period. _____Yes _____No

9. The employee has not been disciplined in the last year. _____Yes _____No

10. The supervisor is committed to discussing the expectations of the telework day with the employee. _____Yes _____No

11. The supervisor is committed to reviewing the employee's completed work during the employee's next workday in the office. _____Yes _____No

12. The supervisor is committed to making periodic contact with the employee during the telework day. _____Yes _____No



GENERAL TELEWORK REQUIREMENTS

I _____ certify that I understand and agree to adhere to each of the following requirements:

- To provide a home or remote work site telephone number where I may be reached at all times (cell phone numbers may not be substituted for a home or remote work site number unless Employee certifies that there is no landline within the home or remote work site.) Phone number: _____

- To respond to phone messages and emails at least hourly during each telework occasion.

- To call my supervisor at least twice during each telework occasion.

- To respond to calls from the main office within 15 minutes of the call.

- To provide the specific deliverables, as detailed in my Telework Plan, to my supervisor on my next regularly scheduled workday in the office.

- To comply with all provisions of this Work Plan and acknowledge that failure to comply with these provisions will result in the termination of my participation in a teleworking arrangement, **may negatively affect my performance rating, and may result in disciplinary action.**

Teleworker's Signature

Date

Supervisor's Signature

Date



TELEWORK PLAN

This Telework Work Plan is intended to clearly define work expectations each time an employee works at a remote worksite. A Work Plan must be completed by both the teleworker and the supervisor. After the telework day, the teleworker must provide the completed Work Plan and associated deliverables to the supervisor. Teleworkers who fail to complete this Work Plan and/or telework assignments to the satisfaction of the supervisor will not be permitted to continue to telework. In addition, failure to complete work assignments may negatively affect the employee's performance rating, and/or result in disciplinary action.

PART I: Assignments and Deliverables - To be completed by the Supervisor

Indicate assignments and specific deliverables prior to telework date, and initial after telework date to acknowledge satisfactory completion.

ASSIGNMENTS	SPECIFIC DELIVERABLES	ACKNOWLEDGEMENT OF COMPLETION

PART II: Hourly Work Log - To be completed by Teleworker

During the telework day, the teleworker must detail the work performed during each hour of the telework day. Attach additional pages if needed.

HOUR	WORK DESCRIPTION
7:00 a.m. - 8:00 a.m. 8:00 a.m. - 9:00 a.m.	
9:00 a.m. - 10:00 a.m. 10:00 a.m. - 11:00 a.m.	
11:00 a.m. - 12:00 p.m. 12:00 p.m. - 1:00 p.m.	
1:00 p.m. - 2:00 p.m. 2:00 p.m. - 3:00 p.m.	
3:00 p.m. - 4:00 p.m. 4:00 p.m. - 5:00 p.m.	

Teleworker's Signature

Date



TELEWORKING AGREEMENT

This Agreement, entered into effective [date] _____, is between [name of employee] _____ (hereinafter referred to as "Employee"), an employee of Morgan State University (hereinafter referred to as the University). It establishes the respective obligations of the parties under the Morgan State University Telework Program.

The parties, intending to be legally bound, agree as follows:

Scope of Agreement

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 remains unchanged.

The terms "remote worksite" shall mean Employee's residence or any remote office location approved by the University.

The term "main worksite" shall mean Employee's usual and customary University work address or other location as approved by Employee's supervisor.

The term "workspace" shall mean the area within the main or remote work site, which has been designated as Employee's personal work area.

The term "work plan" shall mean a specific set of defined work expectations to be met each time Employee works at a remote worksite.

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 for one year from the date of signing this Agreement. The Agreement may be renewed annually or at any time at the discretion of the University.

Eligibility Requirements

There exists no right to telework. Eligibility for a telework assignment must include a determination by the supervisor that the Employee holds a position that has been identified by the supervisor as suitable for teleworking. Employee must have successfully completed Employee's probationary period, and have received at least a "Meets Standard" or "satisfactory" performance evaluation on the most recent performance appraisal immediately preceding the request to telework. Telework privileges may be revoked if Employee fails to maintain at least an overall "Meets Standard" or "satisfactory" on successive performance evaluations.



Termination of Agreement

Employee agrees that participation as a teleworker is voluntary and is available only as long as Employee is deemed eligible at the University's sole discretion. Either party may terminate Employee's participation as a teleworker, with or without cause, upon written notice thereof, in writing, to the other. The University will not be held responsible for costs, damages, or losses resulting from the cessation of Employee's participation as a teleworker. This Agreement is not a contract of employment and may not be construed as one.

Compensation and Leave

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

Standards of Conduct

Employee agrees to be bound by all applicable University regulations, policies, and procedures while working at the remote worksite. Violation of the foregoing may result in disciplinary action and the termination of this Agreement and the teleworking privilege.

Use of Equipment – General Equipment and Environmental Conditions

Preventative maintenance and repair of equipment used by Employee is the responsibility of the owner of the equipment. The University is responsible for preventative maintenance, repair, relocation, and replacement of University-owned equipment. Preventative maintenance, repair, relocation, and replacement of Employee-owned equipment are the responsibility of Employee. In the case of equipment malfunction, regardless of ownership, Employee must notify his or her supervisor in a timely fashion. In addition, in the event of University-owned equipment failure or malfunction, Employee agrees to notify the supervisor in a timely fashion in order to effect immediate repair or replacement of such equipment. Depending on assigned duties, Employee may be required to report to the designated main work site or another assigned remote work site until the equipment is usable. Any change in Employee's remote work site that involves the relocation of installed equipment owned by the University must be discussed in advance with Employee's supervisor to ensure the equipment is handled properly.

Furniture, lighting, and household safety equipment, incidental to use of Employee or 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 electronic device owned by the University or onto the University's Network System.



Employee Owned-Equipment and Facilities

Employee agrees to the use of his/her personal equipment as a part of the work performed during a telework assignment. Employee is responsible for installation, operational costs, service, and maintenance of any Employee-owned equipment used. The University does not assume liability for loss, damage or wear of Employee-owned equipment.

The University reserves the right to install, modify or remove University-installed software, internet connections, or other computer systems modification on Employee's personal equipment. Software utilized by Employee at the remote worksite in the normal course of University business will comply with all licensing and patent laws.

University-Owned Equipment

The University, at its sole discretion, may choose to purchase equipment and related supplies for use by Employee while teleworking or to 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.*, telephone 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 by the University for use by Employee shall remain the property of the University.

Employee agrees that use of equipment, software, data, supplies and furniture, provided by the University for use at the remote work site, is limited to authorized persons and for purposes related to work. Employee may be required to make restitution pursuant to State Personnel and Pensions Article, Section 11-107(c), for failure to exercise reasonable care of University-owned equipment, software, data, supplies or furniture, which results in damage or loss.

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

Workspace

Employee agrees to designate a workspace within Employee's remote worksite for placement and installation of equipment. The University must approve the site chosen as Employee's designated workspace. The workspace must be adequate for performance of Employee's official duties. Employee shall maintain this workspace in a safe condition, free from hazards and other dangers to Employee and equipment.

Employee is responsible for installing fire/smoke detectors in the remote work site.

Employee must work at the designated main work site when not in the remote work site or on University-approved travel. Employee's supervisor shall ensure Employee has an adequate workspace when at the designated main work site.



Inspections

Employee agrees that the University may make on-site visits to the remote work site for the purposes of verifying that Employee is teleworking as scheduled, determining that the site is safe and free from hazards, and maintaining, repairing, inspecting or retrieving University-owned equipment, software, data, or supplies. The University will make inspections only during Employee's scheduled telework hours.

Telework Schedule and Work Status

Employee agrees that Employee's telework schedule will be as designated in the Telework Schedule form attached to the Agreement. Employee's supervisor must agree to any changes to Employee's Telework Schedule in advance. Employee agrees to maintain contact with the main worksite as specified in the Work Performance Section of this Agreement.

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

Work Performance

A work plan must be established by Employee's supervisor. Each telework day, Employee must complete a work plan worksheet, detailing the work performed hourly. This worksheet must be submitted to the supervisor upon Employee's next workday.

Employee is required to maintain regular contact with the supervisor and office staff each telework day, be available to accept calls, return calls promptly, and be accessible by email.

Employee understands that failure to complete work assigned and/or failure to maintain the required contact with Employee's supervisor and office staff may result in adverse action, including disciplinary action, and a decline in work performance may result in termination of this Agreement by the University.

Supplies

Employee agrees to obtain from the main work site all supplies needed for work at the remote worksite and understands that out-of-pocket expenses for supplies regularly available at the main worksite will not be reimbursed unless prior approval is obtained from the supervisor.

Reimbursement

Employee agrees that the University will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities, telephone, insurance) whatsoever, associated with the use of 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. Employee further understands that it is Employee's responsibility to determine any tax implications of maintaining a remote worksite in



Employee's home. Employee is encouraged to consult with a qualified tax professional to discuss tax implications.

Liability for Injuries

It is understood that Employee is covered under the Maryland Workers' Compensation law if injured in the course of actually performing official duties at the remote worksite during work hours. Employee agrees to notify Employee's supervisor immediately of any accident or injury that occurs at the remote worksite and to complete any required forms. The University agrees to investigate such a report in accordance with existing policies.

Employee understands that the University will not be liable for damages to Employee's personal or real property while Employee is working at the remote worksite, except to the extent required by 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 Employee if Employee fails to comply with the provisions of this Agreement.

Miscellaneous Conditions

Employee agrees to participate in all studies, inquiries, reports, or analyses relating to teleworking for the University and understands that such studies and reports may be public information. The release of such information shall be consistent with existing laws or regulations regarding public information.



TELEWORK ACKNOWLEDGEMENT

By my signature below, I affirm that I have read and understand this Agreement, and agree to be bound by its terms as a condition of participation in the Telework Program.

Employee

Date

By my signature below, I affirm that, as Employee's supervisor, I have reviewed this Agreement with Employee and will assume responsibility as the University's representative for ensuring that all terms and conditions are met.

Supervisor

Date

Effective February 3, 2015.



EMPLOYEE TELEWORK AUTHORIZATION

Section I – Employee Information

Name: _____ Division: _____

Classification: _____ Start Date: _____

Briefly describe the activities to be performed while on Telework and frequency of Telework:

Section II – Supervisor Approval

Supervisor *(Printed Full Name)*

Signature

Date

Section III – Divisional Vice President's Approval

Divisional Vice President Signature

Date

Section IV – Human Resources Review / Authorization

- Position is suitable for Telework
- Minimum of twelve months of service with University
- Recent Performance evaluation rating is _____
- Discipline in the last 12 months _____
- Attendance is good

I ___approve / ___deny the application for participation in the Telework Program.

Human Resources *(Printed Name)*

Signature

Date

Please return the completed and signed telework agreement to Telework@morgan.edu