



TELEWORK/TELECOMMUTE APPLICATION & TERMS AND CONDITIONS AGREEMENT

Employees interested in a telework/telecommute work arrangement must complete this application and present it to their immediate supervisor for review and approval. The immediate supervisor will review, sign, and send to next-level supervisor for final approval and signature. Once approved and signed, a copy of this application and agreement must be submitted via the **Approved Flexible Work Arrangement (FWA) Submission Form**. HRSTM does not need to approve the application or agreement. The telecommuting arrangement is subject to review and renewal annually per the **Flexible Work Arrangements policy and procedures (32500CP)**.

Employee's Name: _____ Job Title: _____

Department/Division: _____ Supervisor: _____

Campus/Work Location: _____ M#: _____

Telework/Telecommute Type

Regular Telework/Telecommute Schedule: Telework/telecommute that occurs on a periodic and regularly-scheduled basis for ___one___ two ___three day(s) per week. Select the day(s) you would like to telecommute:

Monday Tuesday Wednesday Thursday Friday

Situational Telework/Telecommute Schedule: Telework/telecommute that is approved on a case-by-case basis, or that is not a part of a regular schedule. Instances in which Situational Telework/telecommute may be approved include, but are not limited to: operational need, inclement weather, maximize productivity when the employee's availability is impacted by personal appointments, or special work assignments.

Comments:

TELECOMMUTE/TELEWORK APPLICATION & TERMS AND CONDITIONS AGREEMENT

Proposed Alternate Work Location

Street address: _____

City: _____ State: _____ Zip code: _____

By placing a check mark next to each heading the employee is confirming that they have either completed a task or agree to the conditions stated within each section.

_____ Work Site Safety Checklist

The following information is designed to assure the overall safety of the off-site work location.

Designated workspace (*i.e.*, home office, den etc.): _____

Yes	No	Question
		Is the work space free of potential hazards that could cause physical harm (such as frayed wires, bare conductors, loose wires, exposed wires to the ceiling, frayed or torn carpeting seams, and or uneven floor surfaces)?
		Are electrical outlets grounded (3 pronged)?
		Is the furniture being used (<i>i.e.</i> , desk, file cabinets, shelves, bookcases) sturdy and adequate for use?
		Are the rungs and legs of the chair sturdy and free of loose casters (wheels)?
		Are the phone lines, electrical cords, and extension wires secured?
		Is the office space neat, clean, and free of obstructions and excessive amounts of combustibles?
		Are temperature, noise, ventilation, and lighting levels adequate for maintaining your normal level of job performance?
		Is a fire extinguisher easily accessible from the office space?
		Is there a working (test) smoke detector within sensory (<i>i.e.</i> , hearing, seeing, feeling) distance of the workspace?
		Is the area free from distractions (<i>e.g.</i> , noise, children, etc.)?

- _____ I verify that I have read the above information and affirm that my off-site workspace is a safe place to work.

TELECOMMUTE/TELEWORK APPLICATION & TERMS AND CONDITIONS AGREEMENT

Communication

- The employee has met with their supervisor and established that supervisor and employee have documented a work schedule and completed the self-assessment.

Equipment

- The employee is responsible for maintaining and repairing employee-owned equipment used at their alternate work location (AWL) at their personal expense and on their personal time. The employee is responsible for paying all expenses related to using equipment such as utilities expenses at their AWL.
- If the College provides equipment for home use, the employee agrees to provide a secure location for the equipment and will not use such equipment for purposes other than College business. Use of College equipment or access to the College's network by others is prohibited. The College is responsible for maintaining, repairing, and replacing College-owned equipment issued to telecommuters. In the event of equipment malfunction, the employee must notify their supervisor immediately
- All equipment, records, and materials provided by the College shall remain College property. The employee agrees to return College equipment, records, and materials upon request. All College equipment will be returned by the employee for inspection, repair, replacement, or repossession, as needed or requested.

Information Technology and Security

- The employee is required to have the appropriate technology and security measures in place to perform the work that is outlined in their position description. In addition, the employee must have access to the College email system and any College systems and applications necessary to perform their tasks and duties. For systems that require virtual private network (VPN) access, the employee may request a VPN account through the OIT **Work From Home Tools** website. Note the VPN user agreement terms apply, *i.e.*, safeguard data, your MyMC username and password.
- The employee and their supervisor shall determine the minimum equipment and software necessary to telecommute. In determining which equipment (if any) shall be provided by the College, the employee's supervisor may consult with the College's IT department regarding needs.
- The employee will implement sound information security practices by completing the required DataSecurity@MC training modules prior to commencing telework and pay extra attention to the *Working Remotely* and *Cloud Services* modules within Workday MC Learns.
- The employee will immediately call in any security concerns or incidents to 240-567-7222.

TELECOMMUTE/TELEWORK APPLICATION & TERMS AND CONDITIONS AGREEMENT

- When working from their approved alternate (remote) work location the employee will adhere to all College policies, procedures and guidelines which are expressly incorporated by reference into, and made a part of, this Agreement. Specific policies related to the use of information technology and data security include:
 1. **Acceptable Use of Information Technology (AUP) (66001)** defines College and employee responsibilities in accessing and using information technology resources and associated acceptable standards of behavior toward individuals while using these resources.
 2. **Confidential Data Management and Security Policy (66002)** defines employee responsibilities to ensure that the College's Information Resources, including electronic data sets, are protected from theft, unauthorized destruction, use, modification, or disclosure.
 3. **Data Classification and Storage Matrix:** The employee will not store College data on the local hard disk on personal and College issued devices and follow the guidelines on data placement (storage) and sensitivity classification.

- Approved firewalls and anti-virus software are on all computers used at the remote work location and are updated daily with current definitions or set to update automatically.

- Computers used at your remote work location have an operating system currently supported by the computer's manufacturer and patching is set to update automatically.

- Computing equipment used to process, review, edit, or access College data – including personally-owned tablets and mobile devices – are password protected.

- Flash drives or other portable drives are scanned for viruses before being used for uploading or downloading data.

- Sensitive information in hardcopy form is returned to the office or shredded.

- Assignments completed at the remote work location are backed-up according to College procedures.

- The College's network will only be accessed from the approved remote work location unless approved in advance by supervisor.

- I will adhere to the College's procedures in the handling of public records, and Personally Identifiable Information (PII).

- I will limit personal use of College equipment and follow the College's guidelines pertaining to limited personal use of College-Provided Internet, Intranet, and Electronic Mail Services.

TELECOMMUTE/TELEWORK APPLICATION & TERMS AND CONDITIONS AGREEMENT

- Ensure that unauthorized parties including spouses, children, family and friends will not use College devices and systems.

Work Space Safety

- If the employee incurs a work-related injury while working, they must immediately notify their supervisor and the Office of Human Resources and Strategic Talent Management and complete all necessary and/or management-request documents regarding the injury. Worker's Compensation does not cover accidents to family members or other third parties at the alternate work location.
- The employee affirms that their remote work location is a suitable place to work and that to the best of their knowledge it is free from conditions that could pose a hazard to the health and safety of the employee or any College equipment.

Certification Statements

- Teleworking/telecommuting is not a substitute for child/adult day care. If applicable, the employee agrees to make regular dependent care arrangements while teleworking/telecommuting.
- The employee cannot operate a business or work for another employer during remote work hours.
- Flexible work arrangements, including teleworking/telecommuting, are a privilege and are not a guarantee of employment. Management retains the right to abbreviate or terminate this agreement in totality due to changes in work demands, office staffing, or other operational needs. Management retains the right to modify or terminate this agreement if the performance of the employee's duties decline and/or are deemed less than satisfactory.
- I have read the requirements outlined in this Telework/telecommute Terms and Conditions agreement. By signing this agreement, I acknowledge that I understand, and agree to adhere to the terms and conditions set forth in this Agreement and I affirm that I will comply with the College's **Flexible Work Arrangements policy and procedures (32500CP)**.
- I have met with my supervisor, documented a work schedule, completed the self-assessment, and reviewed the Work Site Safety Checklist.

I verify that I have read the above information and affirm that my off-site workspace is a safe place to work and I am in accordance with the College's terms and conditions.

Employee Signature

Date

TELECOMMUTE/TELEWORK APPLICATION & TERMS AND CONDITIONS AGREEMENT

Approvals

I have discussed teleworking/telecommuting with the above-named employee. Based on the employee's assessment, job responsibilities, and performance in his or her current position, I have determined that this employee is:

_____ is approved for Regular Telework _____one _____two _____three day(s) per week.

_____ is approved for Situational Telework, as requested and needed.

Effective Dates: from _____ to _____. *The Agreement will be subject to review and renewal at least annually, to correspond with the College's fiscal year (July 1 to June 30).*

_____ is not approved for telework/telecommute. If application is not approved by the immediate supervisor, please provide an explanation below.

Immediate Supervisor Comments:

Immediate Supervisor Signature

Date

I have reviewed the teleworking/telecommuting application and terms and conditions agreement for this employee, and I:

_____ support and provide my approval.

_____ do not support and do not provide my approval. If application is not approved by the next-level supervisor, please provide an explanation below.

Next-Level Supervisor Comments:

Next-Level Supervisor Signature

Date

Once approved and signed, a copy of this application and agreement must be uploaded via the **Approved FWA Submission Form**. Please note that HRSTM only maintains copies of Telework Agreements for employee records and does not need to approve the application or agreement.