

TELEWORK TERMS AND CONDITIONS

Work Place 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 or injuries of family members or other third parties present at the Alternate Work Location.
- The employee affirms that their Alternate 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, including the following specifications designed to assure the overall safety of the off-site work location:
 - work space is 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)
 - electrical outlets are grounded (3 pronged)
 - furniture being used (*i.e.*, desk, file cabinets, shelves, bookcases) is sturdy and adequate for use
 - the rungs and legs of the chair are sturdy and free of loose casters (wheels)
 - the phone lines, electrical cords, and extension wires are secured
 - the office space is neat, clean, and free of obstructions and excessive amounts of combustibles
 - the temperature, noise, ventilation, and lighting levels are adequate for maintaining your normal level of job performance
 - a fire extinguisher easily accessible from the office space
 - there is a working smoke detector (confirmed with a test) within sensory (*i.e.*, hearing, seeing, feeling) distance of the workspace
 - the area is free from distractions (*e.g.*, noise, children, etc.)

Communication

- The employee must meet with their immediate supervisor and established that supervisor and employee have documented a work schedule and completed the self-assessment, if applicable.

Equipment, Records, and Materials

- The employee is responsible for maintaining and repairing employee-owned equipment used at their Alternate Work Location at their personal expense and on their personal

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time. The employee is responsible for paying all expenses related to using equipment such as utilities expenses at their Alternate Work Location.

- 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 strictly prohibited. The College is responsible for maintaining, repairing, and replacing College-owned equipment issued to teleworking employees. 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 Office of Information Technology (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 telework. In determining which equipment (if any) shall be provided by the College, the employee's supervisor may consult with OIT 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 the **OIT Service Desk at 240-567-7222**.
- When working from their approved Alternate 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, the Telework Application and Terms and Conditions Agreement. Specific policies related to the use of information technology and data security include:

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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 Alternate Work Location and are updated daily with current definitions or set to update automatically.
 - Computers used at the Alternate 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 Alternate Work Location are backed-up according to College procedures.
 - The College's network will only be accessed from the Alternate Work Location, unless approved in advance by supervisor.
 - The employee will adhere to the College's procedures in the handling of public records, and Personally Identifiable Information (PII).
 - The employee 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.
 - The employee will ensure that unauthorized parties including spouses, children, family and friends will not use College devices and systems.

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Additional Telework Conditions

- Teleworking is not a substitute for child/adult day care. If applicable, the employee agrees to make regular dependent care arrangements while teleworking.
- The employee cannot operate a business or work for another employer during remote work hours.
- Flexible work arrangements, including teleworking, are a privilege and are not a guarantee of employment. Management retains the right to abbreviate or terminate the Telework Application and Terms and Conditions Agreement in totality due to changes in work demands, office staffing, and/or other operational needs. Management retains the right to modify or terminate the Telework Application and Terms and Conditions Agreement if the performance of the employee's duties decline and/or are deemed less than satisfactory.

Certifications

- A telework-eligible employee must read the requirements outlined in the Telework Terms and Conditions **BEFORE** submitting a Telework Application and Terms and Conditions Agreement, in addition to meeting with the immediate supervisor, discussing and documenting an acceptable telework schedule, and reviewing the Work Site Safety Checklist.
- By submitting a signed Telework Application and Terms and Conditions Agreement, the employee acknowledges they understand and agree to adhere to the terms and conditions set forth in this document and affirm they will comply with the College's **Flexible Work Arrangements Policy and Procedures (32500CP)**.
- Once fully approved and signed, the employee will submit a copy of the Telework Application and Terms and Conditions Agreement via the **Approved FWA Submission Form**. Please note that HRSTM only maintains copies of Telework Application and Terms and Conditions Agreements for employee records and does not approve the Application and Agreement.