



Aultman College Telework Agreement

This agreement, effective _____ through _____, is between _____ (printed name of employee; hereinafter referred to as "Employee"), and the _____ (department name; hereinafter referred to as "the college"). The parties, intending to be legally bound, agree as follows:

Scope of Agreement:

Employee agrees that teleworking is voluntary and may be terminated, by either the employee or college, with or without cause.

Other than those duties and obligations expressly imposed on employee under this agreement, the responsibilities and conditions of employment with the college remain unchanged. Employee's salary and participation in the pension, benefits, and employer-sponsored insurance plans shall remain unchanged.

The terms "remote work location" or "remote workplace" shall mean employee's residence or any remote office location approved by the college. The term "office" shall mean employee's usual and customary college work address.

This agreement shall be constructed, interpreted and enforced according to the laws of the State of Ohio.

Term of Agreement:

Employee's participation as a teleworker is entirely voluntary and is available only as long as employee is deemed eligible at the college's sole discretion. There exists no right to telework. Either party may terminate employee's participation as teleworker, with or without cause, by providing 2 week notice, in writing, to the other. The college will not be held responsible for costs, damages, or losses resulting from cessation of participation as a teleworker. This writing is not a contract of employment and may not be construed as one.

Compensation and Leave:

Employee agrees that work hours will conform to the terms agreed upon by employee and the college. The employee agrees to obtain advance supervisory approval before performing overtime work and before taking leave (if non-exempt employee). Working overtime without such approval may result in termination of the teleworking privilege and/or other appropriate action.

Work Schedule and Work Status:

Employee agrees that the work schedule will be predetermined by the employee and manager. Employee agrees to provide employee's timekeeper with a copy of employee's Work Schedule.

Employee agrees to perform official duties. Employee agrees not to conduct any work-related meetings at the remote work location if that remote work location is the employee's residence.

Work Performance:

Employee agrees to provide regular reports, if required, by the supervisor to help judge work performance. Employee understands that a decline in work performance may result in termination of the agreement by the college.

Standards of Conduct:

Employee agrees to be bound by college regulations, policies and procedures while working at the remote workplace. Violation of the foregoing may result in termination of this agreement and the teleworking privilege. Nothing in this agreement precludes the college from taking any appropriate disciplinary or adverse action against the Employee if the employee fails to comply with the provisions of the agreement.

College Equipment:

Dependent upon the nature of work to be performed during the telework cycle, use of college equipment may be applicable/necessary. In the event the college must provide equipment for use by the employee during the telework period, the employee agrees that the use of equipment, software, data supplies and furniture provided by the college for use at the remote work location, is limited to authorized persons and for purposes related to work.

The college, at its sole discretion may choose to purchase equipment and related supplies for use by employee while teleworking. 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., phone lines) shall rest entirely with the college. Equipment purchased for use by employee shall remain the property of the college. The college does not assume liability for loss, damage or wear of employee-owned equipment.

In the event legal action is necessary to regain possession of agency-owned equipment, software data and/or supplies, Employee agrees to pay all costs incurred by the college, including reasonable attorney fees.

In the event of college equipment failure or malfunction, employee agrees to immediately notify the college in order to initiate immediate repair or replacement of such equipment. In the event of delay in repair or replacement, or because of other circumstances, which make it impossible for employee to telework, employee understands that employee may be assigned to do other work and/or required to return to college assigned work space, at the college's sole discretion.

Furniture, lighting, household safety equipment, incidental to use of college-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.

Supplies:

The employee agrees to obtain from their office; all supplies needed for work at the remote workplace and understands that out-of-pocket expenses for supplies regularly available at the central office will not be reimbursed unless previously approved by the college.

Remote Workplace and Work Space:

The employee agrees to designate a work space within employee's remote work location for placement and installation of equipment. The work space must be adequate for performance of the employee's official duties. Employee shall maintain this work space in a safe condition, free from hazards and other dangers to employee and equipment. The site chosen as employee's remote workplace must be approved by the college.

Inspections:

The employee agrees that the college may make on-site visits to the remote work location for the purposes of determining that the site is safe and free from hazards, and to maintain, repair, inspect or retrieve college-owned equipment, software, data and/or supplies. The college must provide employee with at least 24 hours' notice of an inspection and make inspections only during normal working hours.

Reimbursement:

The employee agrees that the college will not be responsible for operating costs, home maintenance, or any other incidental cost (i.e., utilities, insurance, etc.) whatsoever, associated with the use of the employee's residence or computer equipment. The college will reimburse employee for expenses authorized by employee's supervisor and incurred while conducting business for the college.

Liability for Injuries:

The employee understands that employee is covered under the Ohio Workers' Compensation Law if injured in the course of actually performing duties at the office or at the remote workplace. Employee agrees to notify the supervisor immediately of any accident or injury that occurs at the remote workplace and to complete any require forms. The college agrees to investigate such a report immediately.

The employee also understands that the college shall not be liable for damages to employee's personal or real property while Employee is working at the remote work location, except to the extent adjudicated to be liable under Ohio Law.

Security of Confidential Information:

The employee agrees to protect all college records from unauthorized disclosure or damage and will comply with all requirements of law regarding disclosure of college information.

Miscellaneous Conditions:

The employee agrees to participate in all studies, inquiries, reports or analyses relating to teleworking for the college and understands that such studies and reports are public information. The release of such information shall not be inconsistent with existing laws or regulations regarding public information.

I affirm by my signature below that I have read this agreement and understand its subject matter.

Printed Name and Signature of Teleworker

Date

Printed Name and Signature of Immediate Supervisor

Date

Printed Name and Signature of Dean/Vice President

Date

Printed Name and Signature of HR Representative

Date