

Workplace Accommodation Telework Agreement Form

I. General Work Arrangement

- a. This Agreement between the Southern University System and its institutions (University) and _____ (Employee) to establish the terms and conditions for performing work at the following alternate worksite _____ (physical address) as a workplace accommodation. The alternate worksite is considered the employee's assigned job location and is public record.
- b. This Agreement is effective _____. It will be reviewed at least every ninety (90) days, and continuation is contingent upon approval by the ADA Coordinator. The parties acknowledge that this Agreement may be evaluated and adjusted on an ongoing basis to ensure that the Employee's work quality, efficiency, and productivity are not compromised by telework arrangement described herein. This Agreement may be modified or canceled at any time by the ADA Coordinator. The details of the telework arrangement are as outlined below.
- c. While teleworking and during the designed work hours, the Employee will:
 - i. Remain accessible during the following telework schedule:
 - ii. Maintain the following work hours:
 - iii. Agree to be available by phone and email during these core work hours, and be available for teleconferences and meetings;
 - iv. Check in with the supervisor to discuss status and open issues;
 - v. Attend the following regularly scheduled meetings for the Employee and supervisor to discuss and review progress on the assigned tasks:
 - vi. Request supervisor approval in advance of working any overtime hours (if the Employee is non-exempt per FLSA);
 - vii. Request supervisor approval to use annual, sick, or other leave (to the extent available) in the same manner was when working at the Employee's primary worksite; and
- d. Employee's duties, obligations, responsibilities as outlined in the Employee's job description, and conditions of employment with the University remain unchanged, except those obligations and responsibilities specifically addressed in this Agreement. Job responsibilities, standards of performance, and performance appraisals remain the same as if working at the Employee's primary worksite. The supervisor reserves the right to assign work as necessary at any worksite.
- e. To the extent as reasonably possible, the University will provide the necessary equipment and supplies that are needed to perform job duties successfully. Out of

pocket expenses for supplies normally available through the University will not be reimbursed.

- f. As a teleworking employee, the Employee will have the same rights for training, promotions, and visibility as non-teleworking employees.
 - g. Nothing in this Agreement shall create or imply a specific term of employment or affect the existing at-will employment relationship between the Employee and the University.
 - h. If the primary worksite is closed due to an emergency, inclement weather, or official office closure, the Employee's supervisor will notify the Employee and provide instructions about the continuation of work at the alternate worksite.
 - i. If there is an emergency at the alternate worksite, such as a power outage or inclement weather, the Employee will notify the Employee's supervisor as soon as possible. The Employee may be reassigned to the primary worksite or an alternate worksite in such cases or be required to take appropriate leave.
- II. Safety and Equipment; Information Security
- a. The Employee agrees to maintain a safe and secure work environment and to report work-related injuries to the Employee's supervisor at the earliest reasonable opportunity. The Employee agrees to hold the University harmless for injury to others at the telework location/official domicile. Regarding space and equipment purchase, setup, and maintenance for telework purposes:
 - i. The Employee is responsible for providing space, telephone, printing, networking, and/or Internet capabilities at the telework location, and shall not be reimbursed by the University for these related expenses. The Employee acknowledges that the Employee has no right or expectation to privacy in data transmitted or received over the internet connection during telework hours. Internet access must be via DSL, cable modem, or an equivalent high-speed bandwidth network.
 - ii. The Employee agrees to designate a workspace within the Employee's telework location for placement and installation of equipment to be used while teleworking. The Employee agrees to maintain this workspace in a safe condition, free from hazards and other dangers to the Employee or equipment. The University must approve the site chosen as the Employee's telework space. The Employee is expected to submit three photographs of the home workspace to management prior to implementation. Any University materials taken home should be kept in the designated work area at home and not be made accessible to others. The Employee agrees the University reserves the right to make on-site visits (within 24 hours' notice) to the telework location for the purpose of inspecting the site to determine it is safe and free from hazard and to maintain, repair, or retrieve University-owned equipment, software, or supplies. In the event legal action is required to regain possession of University-owned equipment, software, or supplies, the Employee agrees to pay all costs incurred by the University, including attorney fees, should the University prevail. The Employee agrees to work at the telework location, and not from another unapproved site. Failure to comply with this provision may result in termination of this Agreement, or appropriate disciplinary action.

- iii. To the extent practicable, the Employee agrees to protect University-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. If the Employee accesses sensitive or classified University information, the Employee will do so using a VPN provided by the University. The precautions described in this Agreement apply regardless of storage media on which information or the process by which the information is stored. In addition to taking precautions with information shared electronically, the employee agrees to be cautious of information shared verbally. This includes but is not limited to telephone or video chats to ensure sensitive information is not shared within a particular setting in front of others not employed by the University.
- iv. The Employee agrees to report to the Employee's supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.
- v. The Employee understands that all equipment, records, and materials provided by the University shall remain the property of the University.
- vi. The University will not be responsible for home office expenses, operating costs, home maintenance, or any other incidental costs (e.g., utilities), associated with the use of the Employee's residence. The Employee is entitled to reimbursement for the University authorized expenses incurred while conducting official business for the University.
- vii. The supervisor and the Employee must agree upon the equipment to be used in teleworking. The University is not required to provide equipment for the home office; however, with the approval of the supervisor, the Employee may be provided University-owned equipment necessary to perform work assignments. The University may provide the necessary computer, modem, software, and other equipment needed for teleworking. All items remain the property of the University and must be returned by the Employee upon request. Other household members or anyone else should not use the equipment or software. University-owned software may not be duplicated except as formally authorized. The University will be responsible for the insurance and maintenance of all University provided equipment.
- viii. The Employee may use personal equipment for telework purposes with University approval. In such cases, the Employee will be responsible for maintenance, repair, operation, and insurance for personal equipment.
- ix. Should the Employee need any technical support, the Employee should reach out to the University's information technology personnel.
- b. The Employee understands and agrees that the Employee's personal vehicle may not be used for University business unless specifically authorized in writing by the Employee's supervisor in advance of such use.
- c. The Employee agrees to return University-owned equipment, records, and materials within five (5) business days of termination of this Agreement. Within five (5) business days of written notice, the Employee must return University-owned equipment for inspection, repair, replacement, or repossession.
- d. The University will be responsible for any work-related injuries under Workers' Compensation laws, but this liability is limited to injuries resulting during the

course of scope of employment. Any claims will be handled according to the normal procedure for Workers' Compensation claims.

- e. It will be the Employee's responsibility to determine any income tax implications of maintaining a home office area. The University will not provide tax guidance nor will the University assume any additional tax liabilities. The Employee is encouraged to consult with a qualified tax professional to discuss income tax implications.
- f. Telework is not a substitute for dependent care. The Employee may not provide dependent care during the Employee's core or assigned hours.
- g. Subject to applicable state laws, an employee's work location will be considered public information.
- h. The Employee agrees to comply with all University policies and procedures.

I hereby affirm by my signature that I have read this Agreement and understand and agree to all of its provisions.

Employee (Print and Sign)	Title	Date
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Supervisor (Print and Sign)	Title	Date
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ADA Coordinator (Print and Sign)		Date
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Human Resources Director (Print and Sign)		Date
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