



## Procedure 6.24: Telework and Alternate Work Locations – Faculty Form

Managing Office: Office of Human Resources

Effective Date: March 17, 2020

Revision Date: August 21, 2020

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### I. PURPOSE

Although many Alabama A&M University work units, programs, operations, and services require the regular presence of employees at their primary workplace during the work week, the president, or his/her designee may designate certain positions, departments, and employees as eligible to participate in a formal telework arrangement or, instead, to work one or more days in an alternate location.

An eligible employee who works in an eligible position may request permission to participate in either flexible work option and all requests will be considered on a case-by case basis consistent with the provisions of this procedure. Additionally, every effort will be made to apply the same review standards to all requests from similarly situated employees (e.g., those employees encumbering the same type of position with similar job duties and responsibilities); however, the requesting employee's vice president, academic dean or unit head, has the sole discretion to determine if an employee's request is approved.

A participating employee will perform essentially the same work as he/she would in their primary workplace consistent with their established performance expectations and accompanying terms and conditions of employment. The initial approval of a position for telework does not guarantee its continuous use or that a future incumbent (of the same position) would be authorized to telework or to work at an alternate work location.

For purposes of this procedure, a formal telework arrangement is one in which a participating employee works an average of one (1) or more days per week from his/her home.

In certain instances, and pursuant to the Reasonable Accommodations in Employment and the Americans with Disabilities Act (ADA), the creation of a formal telework arrangement or authorization to work in an alternate work location on a temporary basis could be considered a reasonable accommodation for an employee with a disability.

## II. APPLICABILITY

All work units associated within Alabama A&M University.

## III. DEFINITIONS

**Alternate Work Location/Site:** A workplace other than an employee's usual and customary workplace where business is performed on a limited basis to include an employee's home or another work site such as a satellite campus.

**Eligible Employee:** The Vice President or unit head will determine who is eligible to participate.

**Primary Workplace:** An employee's usual and customary workplace.

**Telework:** A flexible work arrangement in which an employee is authorized to perform his/her assigned job duties in his/her home for one (1) or more days per week.

**Telework Agreement:** A formal written agreement between an employee and his/her supervisor and approved by the Vice-President or unit head that outlines the terms and conditions of an employee's work assignments to be performed from an employee's home.

**Teleworker:** An employee working from his/her home for one (1) or more days per week.

## IV. GENERAL EXPECTATIONS AND ACCOMPANYING TERMS AND CONDITIONS:

Employees who have an approved Telework/ Alternate Work Location Agreement are required to adhere to all of the policies/procedures of Alabama A&M University during work hours.

1. An employee desiring to telework or work from an alternate work location must understand and agree that the arrangement does not alter or supersede the terms of the existing employment relationship between the employee and Alabama A&M University.
2. Classroom/ Office Hours Expectations:
  - a. All faculty members are expected to conduct and record classes at the scheduled class time utilizing the university approved platform—Blackboard (Zoom or Blackboard Collaborate Ultra). Faculty members understands that his/ her supervisor and/ or leadership reserve the right to randomly view class materials for quality.
  - b. All faculty members are required to observe the standards of the university when conducting class (including dress code).
  - c. All faculty members are expected to hold classes for the full duration of the time that the class is scheduled.
  - d. Faculty members are required to conduct and record their approved office hours utilizing the university approved platform—Blackboard (Zoom or Blackboard Collaborate Ultra). Faculty members understand that his/ her supervisor and/ or leadership reserve the right to randomly view office hours for quality.

Per the Faculty Handbook, Section 3.8, Faculty Workload and Schedule: All faculty members teaching six (6) or more credit hours must maintain a minimum of ten (10) office hours per week during each academic semester. Faculty members teaching five (5) or fewer credit hours must maintain a minimum of five (5) office hours during each academic semester.

3. Work Hours/Leave:
  - a. An employee that teleworks will be assigned requirements on an individual basis by the supervisor.
  - b. No work-related meetings involving other employees may be held in an employee's home.
  - c. Employee should continue to track and report hours based on existing University procedures.
  - d. A full-time non-exempt employee participating in teleworking may not work more than a total of forty (40) hours in a seven (7) day work week/work period without prior approval of his/her immediate supervisor up to the appropriate Vice President.
  - e. Approval for leave while teleworking will be obtained in the same manner as if the employee was on campus using the existing University procedures.
4. An employee's compensation and benefits will not be impacted by his/her participation in a telework agreement.
5. Equipment, Supplies, Materials, and Reimbursable Expenses:
  - a. General office supplies (pens, paper, etc.) will be supplied by the employee's primary workplace and should be obtained during an in-office workday.
  - b. An employee teleworking/working from home is expected to use his/her own furniture, telephone lines, and other office equipment (e.g., a printer). No Alabama A&M University equipment shall be permanently installed in an employee's home; however, it is permissible for an employee to utilize a work unit-issued laptop or other portable equipment. All university-issued portable equipment must be maintained according to Alabama A&M University guidelines and must be properly inventoried.
  - c. Any theft, damage or malfunction of State-issued portable equipment must be immediately reported to the employee's supervisor.
  - d. Neither Alabama A&M University or any of its work units shall assume responsibility for any costs associated with any improvements made by an employee to his/her premises or for any operating costs (e.g., electric bills, additional phone lines, internet, wi-fi, etc.) home maintenance, new or replacement equipment, the cost of maintenance, repair or operation of personal equipment or, any other costs associated with the employee's use of his/her home/home office for telework purposes.
  - e. Any other expense associated with the employee's performance of his/her duties and which is appropriate for reimbursement pursuant to guidelines, must be submitted to and approved by an employee's supervisor.

6. Child/ Dependent/Adult Care and Personal Business:

- a. Teleworking/working from home is not intended to serve as a substitute for child or dependent care nor is it a substitute for the use of paid leave.

Pursuant to Procedure 6.4, Alabama A&M University prohibits the presence of minors in the workplace (which extends to locations that are approved to serve as a workplace for an employee). Employees who are requesting a Telework/ Alternate Work Location for child/dependent/adult care reasons are expected to make appropriate arrangements for children/ dependent/ adult supervision during work hours.

- b. An employee should refrain from conducting personal business while in a work status at his/ her home or alternate work/ location.

7. Security of Work Unit Information and Records:

- a. A teleworker or employee working from an alternate work location must ensure the security, integrity, and confidentiality of data, documents, records, information, paper files, and access to work unit computer systems to the same degree as when working in his/her primary workplace.
- b. Employee agrees to conduct university business only through the approved portal provided by the university. No files, data, or information may be saved on any device, i.e., personal computer hardware or external drive of any sort. All information should be controlled in a manner consistent with FERPA and HIPAA guidelines.

- 8. Liability for Injuries: Employee acknowledges that Alabama A&M University is not held personally liable for any personal injuries that occur due to hazards at the employee's home or alternate work location that the University did not create.

**V. Reason for Telework/ Alternate Work Location Request:**

Please provide a detailed reason as to why the Telework/ Alternate Work Location is being requested. (If the reason is due to a health condition, the employee must contact the Office of Human Resources to identify what additional documents should be submitted for appropriate consideration).

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\*If more space is needed, please list on an additional sheet and attach to this agreement.

# **Alabama A&M University Teleworking Agreement For Faculty**

Teleworking is an agreement between the supervisor and the teleworker. This agreement begins on \_\_\_\_\_ and continues until the end of the current semester or until terminated by the employee's supervisor (whichever occurs first). Additionally, a teleworking agreement can be discontinued at any time by either party without adverse repercussions.

## **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 Alabama A&M University remain unchanged. Employee's salary and participation in the pension, benefit, and Alabama A&M University sponsored insurance plans shall remain unchanged.

The terms "remote work location," "remote workplace," or "alternate worksite" shall mean Employee's residence or any alternate office location approved by Supervisor. The term "office" shall mean Employee's usual and customary Alabama A&M University work address.

## **Work Hours and Leave**

Employee agrees that work hours will conform to the terms agreed upon by Employee and Alabama A&M University. Employees acknowledge that no overtime may be worked without prior approval of the appropriate Vice President or his/her designee.). Employee also agrees to obtain approval from supervisor for leave (i.e. sick and/or annual).

## **Alternative Workplace**

The employee acknowledges that the workspace the he/ she will utilize to perform university work must meet the following at all times:

1. The workspace must be clean and free of debris.
2. The employee must have access to a desktop or laptop computer at all times during work hours.
3. The employee should ensure that his/ her university telephone is forwarded to a personal device at all times. Additionally, the employee should be available and responsive to calls made during the employee's work schedule.

The university reserves the right to implement corrective action (end the Telework/ Alternate Work Location Request up to separation of employment) if an employee does not observe the requirements for the alternative workplace (as outline above) during his/ her approved work hours.

## **Work Schedule and Work Status**

An employee that teleworks will be assigned requirements on an individual basis by the supervisor. Employee agrees to maintain contact with the office as needed to complete requirements. Employee agrees to perform only official duties and not to conduct personal business while on work status at the alternate work location. Personal business includes but is not limited to caring for dependents or making home repairs.

Employee agrees not to conduct any work-related meetings at the alternate work location if that alternate work location is the Employee's home.

## **Standards of Conduct**

Employee agrees to be bound by Alabama A&M University regulations, policies, and procedures while working at the alternate workplace. Violation of the foregoing may result in termination of this agreement and the teleworking privilege.

## **Security of Confidential Information**

Employee agrees that all Alabama A&M University-owned data, files, software, equipment, facilities, and supplies must be properly protected and secured. Alabama A&M 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 Alabama A&M 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 Alabama A&M University and must be produced in the approved format and medium.

## **Reimbursement**

Employee agrees that Alabama A&M University will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g. utilities, insurance) whatsoever, associated with the use of Employee's residence or computer equipment.

## **Equipment, Supplies, and Assets**

List any Alabama A&M University equipment that will be used at the alternate workplace:

Item	Inventory No.	Date Out	Date Returned	Supervisor

\*If more items are needed, please list on an additional sheet and attach to this agreement.

## Cancellation of Agreement

Employee's participation as a teleworker is entirely voluntary, except when the University has declared a State of Emergency. Under the voluntary arrangement, the agreement will be available only as long as Employee is deemed eligible at Alabama A&M University's sole discretion. There exists no right to telework. Either party may cancel Employee's participation as a teleworker, with or without cause, upon reasonable notice thereof, in writing, to the other. Alabama A&M University will not be held responsible for costs, damages, or losses resulting from cessation of participation as a teleworker. This agreement is not a contract of employment and may not be construed as one.

## Term of Agreement

This Agreement shall become effective as of the date written above, and shall remain until terminated by Employee or Supervisor.

## Acknowledgement

I have read and understand this agreement and all of the conditions and stipulations delineated in Procedure 6.24 – Telework and Alternate Work Location and agree to abide by and operate in accordance with the terms and conditions described in both documents. I agree that the sole purpose of this agreement is to regulate telework and that it constitutes neither an employment contract nor an amendment to any existing contract and may be cancelled at any time.

_____ Employee/Teleworker	_____ Date
_____ Chair Approve <input type="checkbox"/> Disapprove <input type="checkbox"/>	_____ Date
_____ Dean Approve <input type="checkbox"/> Disapprove <input type="checkbox"/>	_____ Date
_____ Provost and Vice-President for Academic Affairs Approve <input type="checkbox"/> Disapprove <input type="checkbox"/>	_____ Date

Note: If the agreement is not approved at any level, the request is considered final. A copy of the Teleworking Agreement should be submitted to the Office of Human Resource

CC: Employee's Human Resources Personnel File