**Agreement to Work Remotely**

|  |  |
| --- | --- |
| **Name:** Click or tap here to enter text. | **Employee ID:** Click or tap here to enter text. |
| **Position:** Click or tap here to enter text. | **Department:** Click or tap here to enter text. |
| **Employee Contact Number:** Click or tap here to enter text. | **FLSA Status:** Choose an item. |
| **Department Head:** Click or tap here to enter text. | **Department Head Title:** Click or tap here to enter text. |
| **Proposed start and end dates of agreement:** Click or tap here to enter text. | **Location of remote work:** Click or tap here to enter text. |
| **Proposed remote work schedule:** Click or tap here to enter text. | |

**Provide explanation as to why working remotely is needed and how it is of benefit to USM:**

Click or tap here to enter text.

**Typical assignments to be completed at the remote work location:**

Click or tap here to enter text.

**Describe any resource or technology USM would need to provide to enable remote work:**

Click or tap here to enter text.

I understand and agree to the following:

* The ability to work remotely is a management decision, not an Employee right or benefit. My participation in remote work is voluntary in nature, and I am not required to participate as a condition of employment. This agreement in no way alters my employment relationship with USM or my obligations to observe all USM rules, policies and procedures. All existing terms and conditions of employment, including but not limited to my job description, salary, benefits, leave accrual and overtime, remain the same as if I worked only at my regularly assigned place of employment.
* This agreement may be modified or cancelled, with or without notice, and will terminate automatically if Employee’s employment with the University ends for any reason. Employee’s work performance under this agreement will be evaluated on an ongoing basis to ensure that work quality, efficiency and productivity are not compromised by the remote working arrangement.
* I shall provide and maintain a healthy and safe environment at the remote worksite, and will report work-related injuries to my supervisor per University protocol. I agree to hold the University harmless for injury to the person or property of others at the remote worksite.
* I will not permit non-work related events and activities to disrupt or interfere with work at the remote worksite.
* The operational needs of USM take precedence over this Remote Work Agreement. I will remain accessible during the remote work schedule, be available for teleconferences, and be available to come in to the office if a business need arises.
* I am responsible for providing a suitable designated work space, telephone, and internet capabilities at the remote work location, and shall not be reimbursed by the employer for these or related expenses. Internet access must have sufficient bandwidth, security and reliability to complete University work.
* I agree to protect University-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. The precautions described in this agreement apply regardless of the storage media on which information is maintained, the locations where the information is stored, the systems used to process the information, or the process by which the information is stored.
* Employee owned computers should have the latest operating system, patches and virus protection installed. It is recommended that the Employee have multi-factor authentication (MFA) enabled on their USM account, and that the Employee install the University Virtual Private Network (VPN) software and have it enabled when performing University work.
* USM equipment located at my remote worksite is subject to all policies and restrictions related to use of state owned property. I am responsible for any and all equipment and software that is used at the remote worksite, and I accept financial responsibility for any equipment or software that is lost, stolen or damaged because of my negligence, misuse or abuse. I understand that all equipment, records, and materials provided by the University shall remain the property of the University.
* I will maintain accurate time accounting documentation to support and substantiate my work hours and work products. I will submit routine time reports and status reports describing tasks performed and/or completed as requested. I will obtain advance approval of my supervisor before working more than 40 hours in a workweek (if non-exempt). I will not receive state compensatory time while working remote, and I must request supervisory approval through the usual department protocol for vacation, sick time or other leave.
* I am liable for damages to my personally owned equipment resulting from working remotely. USM will not be responsible for operating costs, home maintenance, or any other incidental costs, e.g. utilities, telephone, insurance, associated with the use of my residence for remote working unless specifically provided otherwise in this Agreement.
* This Agreement does not constitute an employment contract and it does not create a property interest in employment.
* I understand and agree that my personal vehicle may not be used for University business unless specifically authorized in writing by my supervisor in advance of such use.
* I agree that no face-to-face University-related business may occur at the remote worksite.
* With reasonable notice and at a mutually agreed upon time, the University may make on-site visits to my remote worksite to ensure that the designated work space is safe and free from hazards, provides adequate protection and security of University property, and to maintain, repair, inspect, or retrieve University property.
* I agree to return University-owned equipment, records, and materials immediately upon termination of this agreement; or, demand by the University, whichever is sooner.
* I understand that I am responsible for the tax and insurance consequences, if any, of this arrangement, and for conformance to any local zoning regulations.

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

Employee Signature: Date:

Department Head Signature: Date: