



Your Rocket #

Remote Work Agreement

This Remote Work Agreement (“Agreement”), effective _____, is between _____ an employee (referred to as “Employee”) and The University of Toledo, an instrumentality of the state of Ohio (referred to as “Employer”).

The parties, intending to be legally bound, agree as follows:

Scope of Agreement – Employee agrees to perform services for Employer by “Telework.” “Telework” or “Teleworking” refers to a work flexibility arrangement under which an Employee performs the duties and responsibilities of Employee’s position, and other authorized activities, from an approved worksite other than the location from which Employee would otherwise work. Employee agrees that Teleworking is a voluntary management decision and may be discontinued at any time, by either the Employee or Employer, with or without cause.

Term of Agreement – This Agreement is effective as of the date written above, and remains in full force and effect, as long as the Employer directs that the Employee Telework, unless the agreement is terminated.

Termination of Agreement – Employee’s participation in Teleworking is entirely voluntary. Teleworking is available only to eligible employees, in Employer’s sole discretion. Teleworking is not an employee benefit available to the entire organization. As such, no employee is entitled to, or guaranteed the opportunity to, Telework. Either party may terminate Employee’s Telework and this Agreement, with or without cause, upon reasonable notice, in writing, to the other party. Employer is not responsible for costs, damages or losses resulting from participation in or ending participation in Teleworking. This Agreement is not a contract of employment and may not be construed as such.

In the event that legal action is required to regain possession of Employer-owned equipment, software, or supplies, Employee agrees to pay all costs incurred by Employer, including attorneys’ fees.

Definitions – Capitalized terms not otherwise defined in this Agreement are defined as follows:

1. **Personally Identifiable Information.** Information that can be used directly or in combination with other information to identify a particular individual. It includes:



- A name, identifying number, symbol, or other identifier assigned to a person,
- Any information that describes anything about a person,
- Any information that indicates action done by or to a person,
- Any information that indicates that a person possesses certain personal characteristics.

2. **Sensitive Data.** Sensitive Data is any type of data that presents a high or medium degree of risk if released or disclosed without authorization. There is a high degree of risk when unauthorized release or disclosure is contrary to a legally mandated confidentiality requirement, including but not limited to HIPAA protected information. There may be a medium risk and a potentially high risk in cases of information for which Employer has discretion under the law to release data, particularly when the release must be made only according to Employer policy or procedure. The data may be certain types of personally identifiable information that is also sensitive such as social security numbers, insurance information and financial account numbers. The data may also be other types of information not associated with a particular individual such as security and infrastructure records, trade secrets, and business bank account information.

Salary, Job Responsibilities, Benefits – Salary, job responsibilities, and benefits will not change because of Telework, but will occur as they might have changed had Employee stayed in the office full-time, e.g., regular salary reviews will occur as scheduled, and Employee is entitled to any Employer-wide benefits changes that may be implemented. Employee agrees to comply with all existing job requirements as now are in effect his or her department.

Work hours, Overtime – Work hours are not expected to change during the program. In the event that overtime is expected, Employee must discuss and obtain approval in advance with the manager, just as any overtime scheduling would normally have to be approved.

Leave – Employee agrees to comply with University call off policies and procedures in the event of an illness. Employee agrees that any request for leave while participating in a Teleworking arrangement shall be made in accordance with the applicable University policy and procedure for requesting and obtaining approval to utilize leave.

Work Schedule – The daily work schedule will be consistent with Article 50 of the collective bargaining agreement regarding work week and hours of work. The manager will require that Employee work certain “core hours” and Employee agrees to be accessible by telephone during those hours.

Equipment – Employer may provide the necessary computer, software, and other equipment needed for Teleworking. All these items remain the property of Employer and must be maintained and returned to Employer upon request. The computer, software, and any other



equipment or supplies provided by Employer are provided for use on Employer assignments. Other household members or anyone else must not use the equipment and software. Employer-owned software may not be duplicated except as formally authorized in writing. Employer is responsible for insurance and maintenance of all Employer-provided materials.

Workspace – Employee agrees to designate a private workspace within Employee’s remote work location for placement and installation of equipment to be used while Teleworking. Employee agrees to maintain this workspace in a safe condition, free from hazards and other dangers to Employee and equipment. Employer must approve the site chosen as Employee’s remote workspace. Employee agrees that any Employer materials taken home will be kept securely in the designated work area at home and not be made accessible to others. Employee agrees that Employer can make on-site visits (with 48 hours advance notice) to the remote work location for the purpose of determining that the site is safe and free from hazards, and to maintain, repair, inspect, or retrieve Employer-owned equipment, software, data or supplies.

Employer shall maintain the right to require Employee to change his/her schedule or work location based on operational need if Employee’s presence is required in the Employer’s office. Employer shall make an effort to provide reasonable notice to Employee in the event of a schedule change.

Office Supplies – Office supplies are provided by Employer as needed. University purchases are subject to University purchasing policies. Employee’s out-of-pocket expenses for other supplies will not be reimbursed unless Employee obtains advanced written approval from Employee’s manager. As a tax-exempt organization, sales tax is not eligible for reimbursement.

Public Records Act Requirement and Retention - Employee accepts responsibility for maintaining the security and confidentiality of all work-related data, documents, and other materials kept at their off-campus workplace or stored on electronic equipment. Work-related data, documents, or other materials should not be stored on personal electronic equipment. Any documents or items, including electronic records, created, or received by university employees, which serve to document the organization’s policies, decisions, procedures, or operations of the university, are subject to Ohio public records law.

Workers’ Compensation – Teleworking is covered by the State of Ohio Workers’ Compensation laws for injuries occurring in the course of and arising out of the performance of the employee’s official job duties. Any claims will be handled according to the normal procedure for Workers’ Compensation claims. Employee and Employee’s supervisor must follow any applicable requirements regarding the reporting of work-related injuries.

Liability for Injuries – Employee understands that the Employee remains liable for injuries to third persons and/or members of Employee’s family on Employee’s premises. Employee



agrees to defend, indemnify and hold harmless Employer, its affiliates, employees, contractors and agents, from and against any and all claims, demands or liability (including any related losses, costs, expenses, and attorney fees) resulting from, or arising in connection with, any injury to persons (including death) or damage to property caused, directly or indirectly, by the services provided herein by Employee or by Employee's willful misconduct, negligent acts or omissions in the performance of the Employee's duties and obligations under this Agreement, except where, to the extent permitted by Ohio law and the Ohio Constitution, such claims, demands, or liability arise solely from the negligence of the Employer.

Dependent Care – Employee may not use Teleworking as a substitute for dependent or elder care. During core hours, Employee should not be the permanent primary caregiver for providing dependent or elder care. In the event the level of care needed for a dependent or elder prevents or significantly disrupts work accomplishment, Employee should notify their supervisor as soon as possible about the situation preventing Employee from continuing work. Employee should then request approval for appropriate leave while performing dependent or elder care responsibilities.

Taxes – It is Employee's responsibility to determine any income tax implications of maintaining a home office area. Employer will not provide tax guidance nor will Employer assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

Policies – Employee agrees to comply with all University of Toledo policies, procedures, and applicable federal and state laws, including but not limited to those specifically identified in this Agreement.

Confidentiality – Employee agrees to protect all data accessed, used, transmitted or stored in the course of Teleworking, and to exercise extreme care regarding Sensitive Data. All Sensitive Data shall be maintained in accordance with applicable federal law, Ohio Revised Code, and University policies and procedures. Without limitation of the foregoing, (1) If Employee has Employer Sensitive Data in their Teleworking location, Employee must have a paper shredder in their home; (2) When Sensitive Data is no longer in use and if permitted by Employee's supervisor, PHI will be properly destroyed and not discarded in trash or otherwise left unsecured; (3) Employee must lock or log-off of their workstation at any time Employee is not in visual distance of the workstation; (4) Employee will disconnect from the company network when they are done working; and (5) Employee must immediately report lost, stolen or potentially compromised IT equipment and/or Employer data, and agrees not to allow any friend, family, etc., to use devices that contain University Sensitive Data. Employee agrees to designate a separate space for work with doors that close and lock, or otherwise have sufficient locking cabinets, and ensure Sensitive Data is secured at all times. Employee will not dispose of or shred any University records without advanced approval from their supervisor.



Sensitive Data may not be stored on any personal electronic device or computer without advanced written approval and installation or implementation of Employer required data security measures by Employer.

Evaluation – Employee agrees to participate in all studies, inquiries, reports and analyses relating to this Teleworking program.

Employee understands that violation of the terms of this Agreement may result in preclusion from Teleworking. Any employees in violation of this agreement will be subject to the progressive discipline, up to and including termination and/or civil and criminal penalties.

I have read and understand this Agreement and accept its conditions.

Your Written Name

Your Signature

Manager Name

Manager Signature

Department