

Telecommuting Policy

I. Scope

This Policy applies to Rogers State University “RSU” (the University). It applies to all full-time and part-time benefits-eligible employees of the University.

Guidance on application of this Policy to employees who were approved to telecommute prior to the effective date of the Policy is provided in Section IV(A).

II. Purpose

The purpose of this Policy is to allow employees to work at approved Alternate Work Locations for all or part of their workweek when circumstances or events dictate. This policy is intended primarily to support continuity of operations.

III. Definitions

Alternate Work Locations: approved locations, other than the employee’s assigned campus workplace, where official University business is performed. The most common Alternate Work Location is the home of an employee, subject to the approval described in this policy.

Campus Workplace: a University location of work where an employee performs the same or similar job functions as when telecommuting.

Telecommuting: a work arrangement where the employee enters into a formal agreement (a Telecommuting Agreement) with the University to perform his/her usual job duties in an Alternate Work Location at least one day per work week or on an as-needed basis, as agreed upon by the University and the employee.

Telecommuting Agreement: A formal document memorializing the agreement and Performance Plan between the employee and the University for an employee to perform his/her usual job duties in an Alternate Work Location at least one day per work week or on an as-needed basis, as agreed upon by the University and the employee.

Performance Plan: A written document memorializing performance expectations and goals for the Telecommuting employee.

Policy: Telecommuting is a work alternative that is appropriate for some employees and some jobs but not all employees and not all positions. No university employee is entitled to or guaranteed the opportunity to telecommute. Certain categories of positions are ineligible for Telecommuting. Whether an employee may telecommute is a decision made on a case-by-case basis taking into consideration an evaluation of the likelihood of the employee succeeding in a telecommuting arrangement and an evaluation of the supervisor's ability to manage remote workers. Telecommuting arrangements most commonly are for partial telecommuting; for example, telecommuting one or two days per week.

Employees who are approved for telecommuting will be required to sign a Telecommuting Agreement.

All telecommuting employees are expected to perform essentially the same job functions that they would in the campus workplace, in accordance with the Performance Plan and in accordance with the terms of the Telecommuting Agreement. Telecommuting Agreements may be established for a long-term or short-term period. All Telecommuting Agreements will be reviewed/renewed on at least an annual basis. At the discretion of the telecommuting employee's supervisor, the agreement may be reviewed, renewed, or terminated at shorter time intervals.

An employee's classification, compensation, and benefits will not change solely on the basis that the employee is approved for telecommuting.

The University may establish telecommuting as a condition of employment based on the University's needs. In such cases, this requirement should be included when the position is advertised and in correspondence offering employment.

In the event of a pandemic or other emergency, the University may institute "social distancing" telecommuting policies. In other words, employees may be directed to stay away from work. Affected employees should be directed to work from home when possible. During these emergency circumstances, the University may waive the requirement for completing a Telecommuting Agreement form, and Telecommuting could be deemed to be a condition of employment for the duration of the emergency.

A. Eligible Positions and Employees

Supervisors, in consultation with the Office of Human Resources, will analyze the nature of a position and how the work is performed and determine if the position is appropriate to approve for telecommuting. Supervisor and Human Resources will take into consideration certain factors in determining the feasibility of Telecommuting, including the University's ability to supervise the employee adequately and whether any duties require use of equipment or tools that cannot be replicated at home. Other critical considerations include, but are not limited to, whether:

- There is a need for face-to-face interaction and coordination of work with other employees;
- In-person interaction with outside colleagues, clients, or customers is necessary;
- The position in question requires the employee to have immediate access to documents, certain equipment or other information located only in the campus workplace;
- The Telecommuting arrangement will impact service quality or University operations, or increase workload for other employees; and
- The position can be structured to be performed independently of others with minimal need for support and little face-to-face interaction.

Typically, a position being designated as Telecommuting-eligible indicates that partial rather than full-time Telecommuting is feasible. The Office of Human Resources, in consultation with departments, will identify broad categories of positions that are not eligible for Telecommuting, including but not limited to direct service and location-specific positions, such as police officers; grounds workers; facilities trades workers (e.g., plumbers, electricians, and HVAC technicians); housekeeping (custodial) workers; receptionist positions; front desk attendants; library circulation and support staff; reference and research librarians; IT direct support positions and environmental, health and safety staff. This list of positions is not exclusive.

If an employee in a Telecommuting-eligible position requests approval for Telecommuting, the supervisor in consultation with the Office of Human Resources, will determine whether the employee is eligible. If Human Resources has not yet determined whether the position is Telecommuting-eligible, the

employee or supervisor may request Human Resources to make the determination. Generally, the following conditions must be met to approve an employee for Telecommuting:

- The employee has been in the position for at least six months;
- The employee has no active formal disciplinary actions on file;
- The employee has a demonstrated ability to work productively on his/her own and is self-motivated and flexible; and
- The employee has provided confirmation that the Alternate Work Location is in a location that has the space and electrical/utility access necessary for the job requirements and meets University expectations related to work spaces.

Supervisors must ensure that telecommuting decisions are made for appropriate, non-discriminatory reasons.

B. General Expectations and Conditions

1. **Compliance with Policies.** Employees must agree to comply with University rules, policies, practices, and instructions and acknowledge understanding that violation of such may result in the termination of the Telecommuting arrangement and/or disciplinary actions up to and including termination. Employees who telecommute are subject to the same policies as non-Telecommuting employees, including policies relating to information security and data protections described in item B.9 below.
2. **Hours of Work.** The schedule and total number of hours that Telecommuting employees are expected to work will not change solely on the basis of the Alternate Work Location. The University expects the same level of productivity from Telecommuting employees that it expects from employees at the Campus Workplace. Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to record all hours worked in a manner designated by the University. Hours worked in excess of those specified in the Telecommuting Agreement require the advance written approval of the supervisor. Telecommuting is not intended to serve as a substitute for child or adult care.

Supervisors may require employees to commute to their Campus Workplace as needed for work-related meetings or other events and may meet with

Telecommuting employee in the Alternate Work Location as needed to discuss work-related issues.

3. Work Assignments and Supervision.

- a. The telecommuting employee and his or her supervisor shall mutually agree upon modes of communication (i.e., telephone, fax, network access or e-mail).
 - b. The employee may be required to commute to the Campus Workplace to attend department meetings or work-related events in person. Commuting expenses incurred by the telecommuting employee are his or her responsibility and are not subject to reimbursement claims.
- 4. Use of Leave.** Employees cannot use telecommuting in place of annual leave, personnel leave, sick leave, Family and Medical Leave, Workers' Compensation leave, or other types of leave. Time taken off during assigned telecommuting hours must be reported, in accordance with department and University requirements.
- 5. Liability.** As a term of the Telecommuting arrangement, the University assumes no responsibility for injuries occurring in the employee's Alternate Work Location outside the agreed upon work hours or for injuries that occur during working hours but do not arise out of and in the course of employment. The University also assumes no liability for damages to an employee's real or personal property resulting from participation in the Telecommuting program. It is the Telecommuting employee's responsibility to provide any notice necessary to the employee's home-owners insurance provider and to pay any additional charges for coverage. The University will not pay or reimburse these or related costs.

Workers' compensation coverage is limited to designated work areas in employees' homes or Alternate Work Locations, as described in the Telecommuting Agreement. Employees who telecommute must agree to practice the same safety habits they would use in the Campus Workplace and to maintain safe conditions in their Alternate Work Locations. Employees must follow normal procedures for reporting illness or injury.

To ensure safe working conditions exist, the University retains the right to make on-site visitation of the alternate work location. Telecommuting employees who have questions regarding the safety of their Alternate Work Location may contact their supervisor for further direction.

6. **Equipment and Materials.**
 - a. The University will not be required to provide equipment necessary for the employee to telecommute.
 - b. If the telecommuting employee is already assigned a portable computer or other electronic device, the employee should use that equipment to perform their duties. This equipment can only be used for legitimate University business purposes and continues to be subject to the University's acceptable use policy and other technology guidelines.
 - c. If the telecommuting employee is not already assigned a portable computer or other electronic device, the employee may use their personal computer or other electronic devices as long as they comply with the University's acceptable use policy and other technology guidelines. Telecommuting employees are responsible from protecting their owned equipment from theft, damage, and unauthorized use.
7. **Office Supplies.** Office supplies will be provided by the department; however, out-of-pocket expenses for supplies the employee purchases that are normally available in the Campus Workplace will not be reimbursed. The department shall not provide office furniture. If locking file drawers or cabinets are a requirement for the employee's assigned tasks, the employee shall acquire the locking drawer or cabinet prior to beginning Telecommuting..
8. **Costs of Telecommuting.** The University is not obligated to assume responsibility for operating costs, home maintenance or utilities, or other costs incurred by Telecommuting employees in the use of their homes or other spaces as Alternate Work Locations.
9. **University Information.** Employees must safeguard University information used or accessed while Telecommuting, in accordance with OU's applicable information technology and HIPAA policies. The Telecommuting employee must have specific written permission from the supervisor to work on confidential or proprietary information or material, as defined by the University, at Alternate Work Locations. Telecommuting employees must agree to follow University-approved physical and technical security procedures in order to ensure confidentiality and security of such information.

C. Telecommuting Agreement

Telecommuting must be documented and approved through a Telecommuting Agreement. The Telecommuting Agreement establishes the specific conditions that apply to employees working in Alternate Work Locations, including those required by this Policy. The Telecommuting Agreement must be approved and signed by the Dean/Director, the employee's supervisor, and the Office of Human Resources.

A Telecommuting Agreement may be for up to a one-year term, with a renewable term, or for a shorter term, at the supervisor's discretion. Renewal is not guaranteed; the Telecommuting arrangement, employee performance and other circumstances will be considered by the supervisor in determining whether to renew the Telecommuting Agreement.

1. **Modification or Termination of the Telecommuting Agreement.** The supervisor, in consultation with Human Resources, may modify or terminate the Telecommuting Agreement before the end of the specified term for performance concerns, changing operational needs or any other non-discriminatory reason. The employee may also terminate the Telecommuting Agreement at any time, unless it was a condition of employment or is in response to an ongoing emergency.
2. **Pre-existing Telecommuting Arrangements.** Telecommuting for an employee with an existing, documented Telecommuting Agreement with a one-year term, the arrangement must be reviewed under this Policy at least 60 days prior to the expiration of the term so that if continuation is approved, an updated Agreement that fully complies with this Policy may be signed. If no existing Telecommuting Agreement is in place with a particular employee at the time of implementation of this Policy, the supervisor must notify Human Resources within 30 days of the date of the effective date of this Policy. The supervisor and telecommuting employee must work with Human resources to ensure the Telecommuting employee signs a Telecommuting Agreement that complies with this Policy within 30 days, taking into account any written terms of employment in place prior to the implementation date.
3. **Indemnification.** As a condition of Telecommuting the Telecommuting employee must agree to defend, indemnify, and hold harmless the University, from and against any and all claims, demands or liability (including any related losses, costs,

expenses, and attorney's fees) resulting from, or arising out of injury to or death of the employee or a third party including, but not limited to, the employee's family members caused directly or indirectly by the employee's willful misconduct, negligence, or omissions relating to her/her duties and obligations under the Telecommuting Agreement, except where such claims, demands, or liability arise solely from the University's negligence. This provision, or one substantially similar, must be included in all Telecommuting Agreements under this Policy.

TELECOMMUTING WORK AGREEMENT

The following Telecommuting Agreement (“Agreement”) is made and entered into as of _____(the “Effective Date”) by and between the Board of Regents of the University of Oklahoma on behalf of _____ (“University”) and _____ (“Employee”). The Agreement sets forth the terms and conditions upon which Employee agrees to participate in a Telecommuting arrangement with the University.

1. As evidenced by Employee’s signature below, Employee agrees to participate in Telecommuting as provided by the terms and conditions of this Agreement and the Telecommuting Policy (the “Policy”).
2. Employee is in a position that is eligible for Telecommuting in accordance with Section III.A of the Policy.
Comments:_____
3. This Agreement will be reviewed on an annual or more frequent basis and may be extended for additional one-year terms if agreeable to the University. In such case, the terms of this Agreement should be reviewed and updated as necessary.
4. The Agreement may be terminated at any time as provided in Section IV.C1 of the Policy.
5. The provisions of the Telecommuting Policy are specifically incorporated into this Agreement. If any term of this Agreement conflicts with the terms of the Policy, the terms that are more specific shall prevail.

WORK LOCATION/SCHEDULE (to be completed by Supervisor)

1. Employee’s Campus Workplace location: _____
2. Employee’s Alternate Work Location address:

Describe in detail the designated work area at the Alternate Work Location. _____

3. Employee’s telework schedule (Supervisor, please check one):
 - a. At the Campus Workplace, Employee’s work hours will normally be from ____ to _____, on the following days: _____, unless otherwise approved in writing by the supervisor.
 - b. At the Alternate Work Location, Employee’s work hours will normally be from ____ to _____, on the following days: _____, unless otherwise approved in writing by the supervisor.
4. Supervisor will maintain a copy of Employee’s Telecommuting work schedule, and Employee’s time and attendance will be recorded in the same manner as if Employee was working at the Campus Workplace.

WORK STANDARDS/PERFORMANCE

1. Employee will meet with Supervisor to receive assignments and to review completed work as necessary or appropriate, as determined by the supervisor.
2. Employee will complete all assigned work according to work procedures mutually agreed upon by Employee and Supervisor, and according to guidelines and expectations stated in the Employee's Performance Plan.
3. Supervisor will evaluate Employee's job performance according to the Employee's Performance Plan.
4. Employee agrees to perform his/her work duties only at approved Alternate Work Locations. Any modification or change in the approved work location must be coordinated and approved in writing by employee's Supervisor and Human Resources.
5. Employee agrees that University may inspect the Alternate Work Location for purposes such as investigating reported work-related accidents or injuries, and as otherwise agreed or described in the Telecommuting Agreement and/or the Telecommuting Policy. In addition, Employee acknowledges that while University may provide the Employee notice of such inspection, it need not do so in cases of emergency, a report of an accident at the Alternate Work Locations, or as otherwise appropriate. In such cases, Employee agrees to permit entry upon University's presentation. If Alternate Work Location is the employee's home, employee agrees to maintain his/her home in a safe manner.
6. Employee will remain in contact with supervisor, co-workers, or customers and is expected to be responsive and complete assignments and follow through on commitments and tasks in a timely manner within established deadlines.
7. This Telecommuting Agreement is not intended to be a replacement for child or parental daycare. Employee agrees to ensure that child or parental daycare is available during assigned Telecommuting hours, if needed.

COMPENSATION/BENEFITS

1. As provided by the Telecommuting Policy, the Employee's classification, compensation, and benefits, including leave accrual rates, will not change solely on the basis of Telecommuting.
2. For non-exempt employees, overtime must be approved in advance by Employee's supervisor. Employee will be paid overtime in accordance with applicable law and University policy. Employee agrees that failing to obtain proper approval for overtime work may result in termination of this Telecommuting Agreement as well as other appropriate disciplinary action.
3. Employee agrees to follow established University procedures and policies regarding requesting and using applicable leave.

EQUIPMENT/EXPENSES

1. If Employee borrows University equipment for purposes of approved Telecommuting, he/she agrees to protect such the University-owned equipment in accordance with the reasonable person standard and with University policy and guidelines. University equipment will be serviced and maintained by the University. Employee will notify University immediately if the equipment is damaged, lost, or stolen.
2. University will not be liable for damages to Employee's personal or real property during the course of Employee's work at the Alternate Work Location or while using University equipment in the Employee's Alternate Work Location.
3. University will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of Employee's Alternate Work Location.
4. Supervisor will ensure that any equipment checked out to Employee is documented on its Device Inventory, consistent with Information Technology and HIPAA Policy.

SAFETY

1. Employee is covered by the appropriate provisions of the Oklahoma Workers' Compensation Program, as appropriate, if injured while performing his or her job duties at the campus workplace and the Alternate Work Location.
2. Employee agrees that the Alternate Work Location is safe and free from hazards and also agrees to allow University personnel to inspect the Alternate Work Location upon request.
3. Employee agrees to bring to the immediate attention of his/her supervisor any accident or injury occurring in the course and scope of Employee's duties at the Alternate Work Location.
4. Supervisor will notify the University's Human Resources office and will investigate all accident and injury reports immediately following notification, in coordination with that office.

CONFIDENTIALITY/SECURITY

Employee will apply approved safeguards to protect RSU records from unauthorized access disclosure or damage and will comply with all University Information Technology and HIPAA policies.

The following RSU owned or leased equipment has been issued for use under this Telecommuting Agreement.

Description and Serial Number

Computer _____

Encrypted by: _____ on this date: _____

Modem _____

Fax _____

Phone _____

Encrypted by: _____ on this date: _____

Other _____

Encrypted by: _____ on this date: _____

To be completed by Supervisor and Employee:

Is this Policy being used for social distancing related to COVID-19? ___ YES ___ No

Is this Policy being used for some other reason? YES ___ NO

If so, please describe: _____

Is this Telecommuting Agreement being offered as a reasonable accommodation under the provisions of the Americans with Disabilities Act Amendments Act (ADAAA)? ___ YES ___ NO

Accommodation Approved By: _____ Date: _____

This agreement can be cancelled or modified at any time at the University or supervisor's discretion.

ACCEPTED AND AGREED:

Vice President or Designee Name Signature Date

Dean/Department Head Name Signature Date

Employee Name Signature Date

Human Resources Name Signature Date