Telework Policy

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I. REASON FOR THIS POLICY

Teleworking and remote workplaces may pose advantages for both the University and its employees. This policy establishes guidelines for administering teleworking arrangements with university Non-Faculty Employee (NFE) and Career Service Act (CSA) employees. Faculty members are not included in this policy.

II. STATEMENT OF POLICY

Teleworking is a voluntary agreement between eligible employees and their supervisor, and must be approved on an individual basis by the Vice President. Teleworking is not appropriate for all employees and jobs, and should be considered on a case-by-case basis. In special circumstances, there may be instances such as inclement weather or other declared emergencies that temporarily require employees to work remotely. In all instances of teleworking, the following guidelines apply.

a. Telework assignments do not change the conditions of employment. Work performed at alternate locations is considered official university business and documents created in the course and scope of employment are university business documents. Employees on telework assignments are required to comply with all appropriate policies and procedures. The university may establish additional specific conditions that apply to employees working at alternate locations.

b. An employee’s compensation and benefits will not change due to telework.
c. The total number of hours employees are expected to work will not change regardless of work locations. Work hours must be documented in accordance with university policies and procedures, state and federal laws. Overtime-eligible employees may not claim overtime hours due to teleworking, unless pre-approved by supervisor.

d. Employees working remotely are responsible for establishing and maintaining effective communication and work flow among coworkers, department managers and customers, and should be accessible by phone or other electronical means during their normal or other agreed upon work schedule. Personal telephone costs are not reimbursable.

e. Employees are responsible for the safety and security of all University property and propriety information. Equipment and services provided are at the sole discretion of the employee’s department. University provided equipment remain the property of the University and must be returned upon termination of the telework arrangement.

f. The University shall provide necessary office supplies, as determined by the supervisor. Out-of-pocket expenses for supplies normally available in the office will not be reimbursed unless pre-approved by the supervisor. All supplies should be secured in the telework site and must not be used by the teleworker or others for personal purposes.

g. The teleworker will not be paid for time or mileage involved in travel between the telework-site and the primary worksite. All incidental costs, such as residential utility costs, homeowner’s insurance or cleaning services, are the responsibilities of the teleworker.

h. Teleworking employees must comply with all policies, procedures and requirements set forth by the University’s Information Technology Department, including, but not limited to VPN access, computing devices and appropriate data security provisions.

i. Telework arrangements are not a substitute for their own or a family member’s illness, injury or other circumstance when sick leave or FMLA is appropriate.

j. Telework may not be used to provide active care for a child or other dependent.

k. Other circumstances may be suitable for telework, with the approval of the appropriate Vice-President.

l. Liability

   a. Injuries at Remote Work Site. The University assumes no liability for injury at the remote work site to any other person who would not be in the work area if the duties were being performed at the regular place of employment. An injured employee participating in telecommuting must notify his or her supervisor immediately and complete all requested documents. Workers' Compensation benefits will apply to injuries arising out of and in the course and scope of employment.

   b. Damages to Personal Property and Operating Costs. The University will not be liable for damages to employee-owned equipment being used in telecommuting or that may result from telecommuting. The University will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities, internet or telephone, insurance) associated with the use of the employee's residence for
telecommuting, unless specifically provided in advance and in writing by the
department head as outlined in the agreement.

m. Telework arrangements are at the discretion of the supervisor. They are a privilege, not
a universal right or benefit, and may be terminated by the supervisor at any time.

III. DEFINITIONS

**Eligible Employee** – a permanent CSA or NFE employee of the University and who has
completed his/her probationary period. Eligible employees do not include faculty members.

**Normal Work Station** - the physical location, office, work station or building where the
employee is regularly assigned to work by their supervisor.

**Teleworking or Telecommuting** – a flexible work arrangement that allows an employee to
work at home or elsewhere for part or all of their regular work schedule.

IV. PROCEDURES

A **Telework Plan and Agreement Form** must be filled out and signed by the employee, the
supervisor, and the Vice President and submitted. The forms can be initiated by either the
employee or the supervisor and are located by link below.

Prior to allowing a telework arrangement, supervisors should consider the following:

Positions that may be considered for telecommuting arrangements are those that:

- Have job functions that can be performed at a remote site without diminishing the
  quality of the work or disrupting the productivity of a unit;
- Do not require an employee’s presence at the normal work station on a daily or routine
  basis;
- Have minimal or flexible need for specialized materials or equipment;
- Allow for an employee to be as effectively supervised as he or she would be if the job
  functions were performed at the normal work station;
- Has infrequent face-to-face communication requirements and communication can be
  managed by telephone, electronic mail, video conferencing, etc.

Positions that are not suited for teleworking are those that:

- Require regular face to face contact with a supervisor, other employees, students or the
  general public;
• Require routine access to information or materials that are available only at the normal work station.

Employee Readiness:

• Ability to accomplish job duties with minimal supervision;
• The employee has demonstrated sustained high performance, and the supervisor believes that the employee can maintain the expected quantity and quality of work while teleworking;
• Ability to manage time effectively;
• Has no record of disciplinary action in the six months prior to the arrangement and is not currently under a work improvement plan;
• Has consistently met performance ratings of “Meets Expectations”

V. RELATED DOCUMENTS, FORMS AND TOOLS

USD Policy 5.012, Remote Access -
https://www.usd.edu/-/media/files/policies/5012-remote-access.ashx?la=en

South Dakota Board of Regents Policy 4:40, Emergency Closing -
https://www.sdbor.edu/policy/Documents/4-40.pdf#search=weather%20closing

Telework Plan and Agreement Form (Including IT Security Standards for Teleworking (see sample below) -
Employee initiated: http://link.usd.edu/EmployeeTeleWork
Supervisor Initiated: http://link.usd.edu/SupervisorTeleWork
USD IT Security Standards for Teleworking Agreement

(incorporated into Telework Plan and Agreement form)

Please read the following procedures to ensure you understand the University of South Dakota's IT Security Standards, then sign to indicate that you have read, understand, and will adhere to these best practices.

1. I will use university-issued equipment (e.g., University laptop) for telework no later than September 1, 2020, unless a later date is agreed upon with CIO and Vice President approval.
2. I will not share University-issued equipment (e.g., with family members).
3. I will protect equipment from theft.
4. I will protect all printed materials in my possession from unauthorized access.
5. I will adhere to the University Remote Access Policy when logging into University systems remotely:
   https://www.usd.edu/-/media/files/policies/5012-remote-access.ashx
6. I will adhere to the USD Information Security Responsibilities Policy:
   https://www.usd.edu/-/media/files/policies/5003-information-security-responsibilities.ashx
7. I will store all University information on University-managed services (e.g., OneDrive, SharePoint) whenever possible. If not possible, I will contact the Service Desk and work with IT Security to ensure appropriate protections are in place.
   https://www.usd.edu/technology/contact-the-service-desk
8. I will not use public machines or public networks to log into University systems that contain restricted information (i.e., Banner) while teleworking. Shared computers (e.g., Library, Labs) on the University campus are not considered “public machines” in this context.
9. I will report malicious email messages using the Phish Alert Button and follow all processes related to reporting and eliminating malicious emails.
10. I will report all IT security breaches or equipment compromises immediately to the Service Desk.
    https://www.usd.edu/technology/contact-the-service-desk
11. I will complete USD security awareness training at least annually.
12. Should IT Security determine my equipment’s configuration does not meet security standards, my supervisor and I will work with the Service Desk to resolve the issue in a timely fashion.
Telework Plan and Agreement Form (sample form)

This document is intended to ensure that both the supervisor and the employee have a clear, shared understanding of the employee’s telework arrangement. Each telework arrangement is unique depending on the needs of the position, supervisor, and employee. This form can be adapted to unit requirements as necessary.

This telework agreement is not a contract of employment and does not provide any contractual rights to continued employment. It does not alter or supersede the terms of the existing employment relationship.

Employee Telework Information

<table>
<thead>
<tr>
<th>Employee Name:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Job Title:</td>
<td></td>
</tr>
<tr>
<td>Department:</td>
<td></td>
</tr>
<tr>
<td>Supervisor:</td>
<td></td>
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<tr>
<td>Arrangement requested by:</td>
<td>☐ Employee ☐ Employer</td>
</tr>
<tr>
<td>Location where telework will be performed:</td>
<td></td>
</tr>
<tr>
<td>Telework arrangement effective dates:</td>
<td>—</td>
</tr>
</tbody>
</table>

Job Duties

The general expectation for a telework arrangement is that the employee will effectively accomplish their regular job duties. Specify (to the extent reasonable) telework-specific job duties and expectations that may differ from standard job duties, or indicate N/A. (In-person attendance at supervisor-required meetings is expected.)
Telework Policy

Work Schedule and Location

<table>
<thead>
<tr>
<th>Day of Week</th>
<th>Work Hours</th>
<th>Work Location</th>
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<tbody>
<tr>
<td>Sunday</td>
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<td>Monday</td>
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<tr>
<td>Saturday</td>
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The department supervisor may end an employee requested telework arrangement at any time. This provision does not apply to telework arrangements made through the disability accommodation process. All employee-proposed changes are subject to departmental approval.

Telework agreements should be reviewed regularly, at least quarterly. Ad-hoc modifications to this agreement must be discussed between the employee and supervisor. Long-term or substantive modifications should be documented by revising this agreement.

Telework Review

Specify a date to meet and discuss the effectiveness of the telework arrangement, or enter N/A.

Telework plan review date: 

Equipment and Technology Access

Specify any equipment or technology access the employee will need to telework and whether it will be employee or employer provided. In the event of equipment failure or service interruption, the employee must notify employer immediately to discuss alternate assignments or other options.

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Provided by (USD or Employee)</th>
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<tbody>
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</table>
**Additional details**

<table>
<thead>
<tr>
<th>Policies and Procedure Acknowledgement</th>
<th>Employee Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>I have read and understand and agree to USD’s Policies and Processes related to telework</td>
<td></td>
</tr>
<tr>
<td>I have read and understand and agree to any departmental telework policies</td>
<td></td>
</tr>
<tr>
<td>I have read and understand and agree to USD’s Information Technology policies</td>
<td></td>
</tr>
</tbody>
</table>

Employee signature: _______________ date: _______________

Supervisor signature: _______________ date: _______________

Vice President signature______________________ date_________________

A copy of this signed form must be provided to the supervisor, the employee, and the Human Resources Department.