

TELEWORK AGREEMENT

THIS TELEWORK AGREEMENT (“Agreement”) is made and entered into as of the date this Agreement is fully executed below (“Effective Date”) by and between JACKSON-HILLSDALE COMMUNITY MENTAL HEALTH BOARD (“LifeWays” or “Agency”) and _____ (“Employee”) (collectively, “Parties”). The current position of Employee is _____.

WHEREAS, telework work allows employees to work, during part or all of their regular working hours, at an approved worksite off the Agency’s premises (e.g., Employee’s home);

WHEREAS, the Agency considers telework work to be a viable alternative work arrangement in cases where an employee and job characteristics and performance history are well suited to such an arrangement; and

WHEREAS, the Employee believes that a telework work arrangement would add value to the Agency with minimal disruption.

NOW THEREFORE, in consideration for Employee’s continued employment and the foregoing recitals, the sufficiency and adequacy of which are hereby acknowledged and accepted, the Parties agree to the following terms and conditions:

A. Eligibility Requirements. To be eligible for a telework work arrangement, Employee must meet the following minimum performance requirements:

- Demonstrates good time-management skills by completing assignments on time as determined by the Agency;
- Meets the Agency’s standards for quality of work product;
- Communicates information fully and timely with leadership, coworkers, support staff and clients;
- Consistently meets or exceeds expectations in job performance evaluations;
- Any negative performance write-ups or disciplinary action may be taken into consideration;
- Completes the Addendum and receives a signed copy from LifeWays prior to working remotely; and
- Attends all required staff meetings in person (notwithstanding the foregoing, special exception requests may be made and granted at the sole discretion of LifeWays).

B. Telework Workspace Requirements. Employee affirms and attests that the proposed alternative work site identified on Addendum A (“Telework Work Site”) meets the following criteria, such that Employee may work remotely in a way that appears invisible to clients (such as avoiding personal cell phone email responses or other responses that do not contain a proper signature block or otherwise appear unprofessional), maintains confidentiality of business, and permits the Employee to focus on work-related responsibilities:

- A suitable workspace that is appropriately confidential, without posing risks to the security of data, networks, or client information;
- A space free from distractions and interruptions that may interfere with work (e.g. third parties will not be in the workspace);
- A safe workspace, free from hazards and other dangers to the employee and equipment;
- Install and maintain appropriate equipment at home which is dedicated to work;
- Enable a password-protected automatic screen saver or lock function with a short timeout period and separate login for Employee on any electronic device used for work purposes;
- Have password protected Wi-Fi at the telework location; and
- All work must be done by logging in remotely and shall not be stored or saved directly on any other electronic device, unless otherwise directed by the Agency.

- Employee will not leave the computer unattended without locking the workstation, and Employee will print documents that contain sensitive information only when required for business purposes. Paper information should be stored in a secure and locked location.
- If Employee's responsibilities include handling Protected Health Information (PHI), Employee will take precautions to ensure that it is handled confidentially and that it is not disclosed or otherwise made available to unintended third parties. Such measures shall include, but not be limited to, keeping information in sealed envelopes or closed briefcases. Shredding is required when disposing of PHI.
- The work area will have a door that can be closed or be located such that the employee cannot be overheard by any others in the household while working.

Employee must supply the following at the telework location:

- Electricity and grounded electrical outlets
- Separate formal work area (ergonomically correct)
- Proper lighting
- Chair with good back support (ergonomically correct)
- Other equipment as may be necessary to meet job requirements

Employee agrees not to work remotely from any location other than the Telework Work Site approved by the Agency in Addendum A.

C. Telework Work Supplies, Equipment, Technology and Expenses. Employee agrees to assume responsibility for any expenses for any supplies, equipment or technology needed to work remotely, unless otherwise provided for the employee by the Agency. The Agency will not reimburse Employee for such expenses. The following is a list of required supplies, equipment and technology, including some Agency property, all of which must be returned on the day following termination of the telework work arrangement:

- Agency provided computer/laptop
- Agency provided monitor (if needed)
- Agency provided docking station (if needed)
- Agency provided mouse (if needed)
- High-speed secure internet (300 Mbps or higher)
- Ethernet connectivity (preferred)
- Wired/Wireless Router
 - Password protected (complex passphrase)
 - 5G capability (preferred)
- VPN Access
- Office supplies
- Other equipment that employee may use at the Agency office that increases efficiency (e.g., other devices to the extent necessary to maintain efficiency)

D. Compensation. Employee's compensation, benefits, and work responsibilities will not change due to participation in the telework work arrangement.

E. Performance Expectations. Employee will be expected to meet the same performance standards and criteria as otherwise required. In addition, Employee agrees to meet the following performance expectations when working remotely:

- Keep Agency materials in the designated workspace, not accessible to others and have a locked office door to the extent confidential or client related work materials are brought home;
- Maintain connections with Employee's work group or team;
- Maintain active connections to the Agency's VPN, online video conferencing and instant messaging platforms;

- Be reachable via text message, telephone, and online video conferencing platform during agreed upon hours;
- When utilizing virtual participation cameras must be on;
- The employee should ensure that their attire is suitable when appearing on video and be cognizant of background and backdrops featured during meetings.
- Return calls and emails promptly, in a professional manner, and without distraction;
- Enable call forwarding so that clients are seamlessly connected to the Employee;
- Frequently check for any messages;
- Work in a productive nature similar to work that would otherwise be performed in the office and with minimal disruption to the Agency (e.g., simply reading materials and emails would not constitute productive work); and
- Maintain a distinct separation between work activities and personal activities.

F. Timekeeping. Employee agrees to accurately report time worked by:

- Completing a daily timesheet in the same manner as if the employee was in the office and uploading to the server by the end of the workday or as otherwise directed by the Agency;
- Complying with all other Agency timekeeping policies and procedures. For example, any meetings, personal appointments, or other “out of the office” scenarios should be noted on the Agency systems and calendar if fifteen (15) minutes or longer; and
- Identifying on the Agency systems and calendar all days on which Employee will be working remotely.

G. Monitoring. Monitoring procedures may be put in place during the telework work arrangement. Moreover, the Agency has the right to visit the Telework Work Site for purposes including but not limited to determining whether the site is safe and free from hazards; confirming that the Employee is working in accordance with the terms of this Agreement; and retrieving Agency-owned equipment, software, data or supplies.

Employee has no expectation of privacy in any message, file, image or data created, sent, retrieved or received while working remotely under this Agreement. The Agency has a right, but not the duty, to monitor, intercept and block any and all aspects of its computer systems, voice mail systems, and other common systems including, but not limited to, sites, instant messaging systems, chat groups, social media or news groups visited by the Employee, material downloaded or uploaded by the Employee, e-mails sent or received, voice mail messages, and phone logs. Upon request by the Agency, Employee must provide phone and/or data records for any electronic device used while working remotely under this Agreement. Such monitoring may occur at any time, without notice, and without the Employee’s permission.

H. Approved Telework Work Schedule. Contingent on Employee’s compliance with the terms and conditions of this Agreement, the Agency hereby approves Employee’s request to work at the Telework Work Site and on the schedule (“Approved Telework Work Schedule”) identified in Addendum A to this Agreement. Employee agrees that the Approved Telework Work Schedule does not change the amount of time the Employee is expected to work per day or pay period. Employee shall not work remotely outside of the approved days, times and locations. Additionally, Employee may not work remotely while on paid time off (PTO) without prior written approval from the Agency.

All telework work arrangements are made on a case-by-case basis, focusing on the business and operational needs of the Agency. Telework Work is a privilege, not a right. The Approved Telework Work Schedule is subject to ongoing review based on all relevant requirements, expectations, and compliance with the terms and conditions of this Agreement.

I. Internet Access/Power Outages. If the Telework Work Site internet is not functioning properly, or there is a power outage, the Employee agrees to report to the office to complete their work day as feasible (as determined in the sole and absolute discretion of the Agency) or contact management to request approval to take the rest of the day off work. Any internet/power issues that are not related to the Agency must be resolved on personal time and will not be considered work expenses or hours worked.

J. Equipment & Telework Work Problems. Telework Work Site equipment and technology (e.g., computer, printer, internet) are not covered by the Agency or the Agency's Information Technology service, unless otherwise specified. Any cost, issues, service, or problems related to your Telework Work Site equipment and technology and that is not related to the Agency shall be handled personally by Employee and will not be considered work expenses or hours worked.

K. Liability. Employee will notify the Agency immediately of any equipment failure, breach of confidentiality or any damage or loss which may subject either party to any type of liability. The Telework Work Site workspace will be considered an extension of the Agency's workspace when used for working remotely. The Agency is not liable, however, to the fullest extent permitted by law, including but not limited to loss, destruction, or injury that may occur in or to the Employee or Telework Work Site that is unrelated to work or outside the Approved Telework Work Schedule. This includes family members, visitors, or others who may become injured within or around the Telework Work Site. Further, the Agency will not be liable for injuries or illnesses that occur at the Telework Work Site outside of the designated workspace, even if during the Approved Telework Work Schedule.

L. Dependent Care. Telework Work is not a substitute for dependent care. Employee will not be available during the Approved Telework Work Schedule to provide dependent care. This includes but is not limited to children, elderly, and/or pets.

M. Income Tax. Employee is responsible for determining any income tax implications of maintaining a home office area, if applicable. The Agency will not provide tax guidance or assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

N. Term/Termination of Agreement. This Agreement will become effective between the Agency and the above named employee on _____. This Telework Agreement is subject to termination by the agency at any time, with or without cause, and with or without notice. The decision to terminate this agreement will be at the sole discretion of the agency.

O. Notice of Termination. In the event the agency decides to terminate this telework arrangement, reasonable efforts will be made to provide notice to the teleworking employee. However, the agency reserves the right to terminate the arrangement immediately if circumstances warrant such action, including but not limited to situations where the employee's performance, conduct, or other factors necessitate the termination of the telework arrangement.

P. Amendment. This Telework Agreement is subject to amendment by the agency at any time, with or without cause, and with or without notice. The decision to amend this agreement will be at the sole discretion of the agency and could be due to performance issues, departmental needs, position/title changes, etc.

Q. Modification of Agreement. Modifications to the Approved Telework Work Schedule may be necessary as a result of business necessity, upon Employee's request, or for other reasons. The process used to modify an Approved Telework Work Schedule should be just as carefully considered as when initiating one.

1. Irregular and/or Infrequent Modifications: When irregular and/or infrequent modifications to the Approved Telework Work Schedule are necessary, the terms and conditions of this Agreement will remain valid and enforceable without need for an addendum. Examples of instances that may potentially prompt irregular and/or infrequent modifications include but are not limited to:
 - Required or otherwise requested on-site presence (e.g., to attend meeting); and
 - Change in coverage or staffing needs.

2. Regular and/or Frequent Modifications: As circumstances, business needs, and job requirements evolve over time, more significant or regular modifications to the Approved Telework Work Schedule may become necessary. In such instances, the Parties shall sign an agreed upon revised addendum to this Agreement identifying the new telework work site and telework work schedule. Alternatively, the Parties may otherwise terminate this Agreement. Examples of instances that may potentially prompt regular or frequent modifications include:

- Failure to meet business needs;
- Change in employment status or job requirements;
- Decrease in performance rating, below the acceptable level; and
- Receipt of negative client or co-worker feedback.

Nothing in this section should be interpreted as abrogating the Agency’s right to refuse telework work arrangements and terminate this Agreement.

R. Default. Any breach of any term or provision of this Agreement by Employee, or failure by Employee to fully observe and/or perform the obligations contained in this Agreement, whether threatened or actual, shall be deemed a default hereunder. In the event of such default, the Agency shall have no further obligation to Employee under this Agreement and the Agency may pursue any remedy which may be available hereunder at law or in equity. In the event of such a default by Employee hereunder, in addition to any other remedies which may be available hereunder to the Agency, Employee shall be responsible for all costs and attorney fees of the Agency incurred as a result of such default, or with the enforcement of this Agreement.

S. Entire Agreement. This Agreement and related Addendum(s) represent the entire agreement between the Parties pertaining to working remotely and supersede and cancel any prior or contemporaneous arrangements pertaining to working remotely, whether written or oral by and between the Parties. This Agreement cannot be modified except in writing signed by the Parties or as otherwise provided herein.

T. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without reference to conflict of law principles. In the event any dispute arises between the Parties hereto, the exclusive jurisdiction and venue for resolution and settlement thereof shall be in either Jackson or Hillsdale County, Michigan, U.S.A, as applicable. The Parties waive any and all defenses, and hereby consent to the exclusive jurisdiction and venue of Jackson or Hillsdale County, Michigan, U.S.A, as applicable.

U. Acknowledgement. EMPLOYEE UNDERSTANDS AND ACKNOWLEDGES THAT WORKING REMOTELY UNDER THIS AGREEMENT IS NOT AN AGENCY-WIDE BENEFIT AND IT IN NO WAY CHANGES THE TERMS AND CONDITIONS OF EMPLOYMENT WITH THE AGENCY, INCLUDING BUT NOT LIMITED TO AT-WILL EMPLOYMENT, DUTIES, RESPONSIBILITIES, BENEFITS, SALARY. EMPLOYEE FURTHER ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS AND CONSEQUENCES AND THAT THE ONLY PROMISES MADE TO THE EMPLOYEE TO SIGN THIS AGREEMENT ARE THOSE STATED IN THIS AGREEMENT.

“Employee”

“Agency”

**JACKSON-HILLSDALE COMMUNITY MENTAL
HEALTH BOARD**

(Supervisor of Employee)

By: _____

Print Name: _____

Title: _____

Dated: _____, 20_____

Dated: _____, 20_____

TELEWORK AGREEMENT – ADDENDUM A

THIS ADDENDUM (“Addendum”) is made and entered into as of the date this Addendum is fully executed below (“Effective Date”) by and between JACKSON-HILLSDALE COMMUNITY MENTAL HEALTH BOARD (“LifeWays” or “Agency”) and _____ (“Employee”).

Contingent on Employee’s compliance with the terms and conditions of the Telework Agreement, LifeWays hereby approves Employee’s request to work at the telework location and on the schedule identified below:

Telework Work Site. The workspace at which Employee will be remotely working is located at:

Description of workspace: _____

Employee hereby confirms that all necessary office supplies, equipment and technology are available at the Telework Work Site.

Employee has an affirmative duty, without request from LifeWays, to provide timely updates regarding any changes in the devices and equipment available at the Telework Work Site.

Approved Telework Work Schedule.

The employee is approved to work remotely:

- Occasionally – no regular telework work schedule
- On a regular telework work schedule – flex schedule
- On a regular telework work schedule – detailed below

The employee is scheduled to work remotely the following days:

- Monday Tuesday Wednesday Thursday Friday Saturday Sunday

The employee’s core hours on telework workdays when they are available to coworkers are:

_____ to _____

Describe any additional or alternative work arrangement:

“Employee”

“Agency”

**JACKSON-HILLSDALE COMMUNITY
MENTAL HEALTH BOARD**

(Supervisor of Employee)

By: _____

Print Name: _____

Title: _____

Dated: _____, 20_____

Dated: _____, 20_____