



SYSTEM OFFICE TELEWORK AGREEMENT

The following constitutes an agreement on the terms and conditions of telework between:

Department _____ Date: _____

Employee: _____ Date: _____

- 1. Employee agrees to participate in telework and to adhere to applicable guidelines and policies.
- 2. System Office concurs with employee participation and agrees to adhere to applicable guidelines and policies.
- 3. Employee agrees to participate in telework for an initial period not to exceed one year, beginning _____ and ending _____.

NOTE: All alternate work arrangements that require a work agreement will be initially established for a 120-day pilot period. After the successful completion of a 90-day review period, and within the subsequent 30 days, a regular work agreement will be established for a 12-month period.

This agreement will become effective only after the employee and supervisor complete the Telework Training. Employee and Supervisor initial here:

This agreement may be extended beyond the initial one year period, if agreeable to the System Office and to the employee. In such case, the terms of this agreement should be reviewed and updated as necessary.

- 4. A copy of the Telework Policy has been given to the employee. Employee's Initials required.

WORK LOCATION/SCHEDULE

1. Employee's central workplace is: _____

2. Employee's alternate work location is: _____

Describe in detail the designated work area at the alternate work location.

3. At the central workplace, employee's work hours will normally be from _____ to _____, on the following days: _____.

4. At the alternate work location, employee's work hours will normally be from _____ to _____, on the following days: _____.

5. Supervisors will maintain a copy of the employee's telework schedule.

6. Employee's time and attendance will be recorded the same as if performing official duties at the central workplace.

SAFETY

1. Employee is covered by the Commonwealth's Workers' Compensation Program or the Virginia Sickness and Disability Program (VSDP), as appropriate, if injured while performing official duties at the central workplace or alternate work location.
2. Employee agrees to bring to the immediate attention of his/her supervisor any accident or injury occurring at the alternate work location.
3. Supervisor will investigate all accident and injury reports immediately following notification.

SAFETY CONFIRMATION

The employee confirms that the alternate work location is, to the best of his/her knowledge, free of recognized hazards that would cause physical harm (such as frayed or loose electrical wires; clean, dry and level floor surfaces; phone lines and electrical cords are properly secured; etc.) The employee further confirms that, to the best of his/her knowledge, the space is free of asbestos-containing materials. If asbestos-containing materials are present, they are undamaged and in good condition.

CONFIDENTIALITY/SECURITY

Employee will apply approved safeguards, in accordance with System Office policy, to protect System Office or state records from unauthorized disclosure or damage, and will comply with the privacy requirements set forth in the state law and the Department of Human Resources Policies and Procedures Manual and the VCCS Policy Manual.

WORK STANDARDS/PERFORMANCE

1. Employee will meet with the supervisor to receive assignments and to review completed work as the supervisor deems necessary or appropriate.
2. Employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the 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 (on Performance Planning & Evaluation form or the form for Performance Evaluation for Administrative and Professional Faculty).
4. Employee agrees to limit performance of his/her officially-assigned duties to the central workplace or System Office-approved alternate work location. Failure to comply with this provision may result in loss of pay, termination of the telework agreement, and/or appropriate disciplinary action.

COMPENSATION/BENEFITS

1. All salary rates, leave accrual rates, and travel entitlements will remain as if the employee performed all work at the central workplace.
2. Employee who works overtime at the request of his/her supervisor and approved in advance will be compensated in accordance with applicable law and state policy.
3. Employee understands that supervisor will not accept unapproved overtime work. By signing this form, employee agrees that failing to obtain proper approval for overtime work may result in his/her removal from telework and/or appropriate action.
4. Employee must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this form, employee agrees to follow established procedures for requesting and obtaining approval of leave.

EQUIPMENT/EXPENSES

1. Employee who borrows System Office equipment agrees to protect such equipment in accordance with System Office guidelines. State-owned equipment will be serviced and maintained by the System Office.
2. If employee provides own equipment, he/she is responsible for servicing and maintaining it.
3. Neither the System Office nor the state will be liable for damages to an employee's personal or real property during the course of performance of official duties or while using state equipment in the employee's residence.
4. Neither the System Office nor the state will be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of the employee's residence.

INITIATION AND TERMINATION OF AGREEMENT

- 1. The System Office and employee understand that telework employment shall be governed by the same state personnel policies as those applicable to employees at the System Office's central workplace except as modified by this agreement.
- 2. The System Office concurs with employee participation and agrees to adhere to applicable policies and procedures.
- 3. Employee may terminate participation in telework at any time unless it was a condition of employment. Two weeks notice to the System Office is recommended.
- 4. System Office may terminate employee's participation in telework at any time. (Employees may be withdrawn for reasons to include, but not limited to, declining performance and organizational benefit). Two weeks notice to the employee is recommended when feasible.

By signing below the Employee, Supervisor and System Office agree to adhere to the terms of this Telework Agreement:

Associate Vice Chancellor
for Human Resource Services _____ Date _____

Supervisor _____ Date _____

Employee _____ Date _____

Chancellor (or designee) _____ Date _____