

Standard Telework Agreement

Authority: Code of Virginia [§ 2.2-203.1](#) requires that the Secretary of Administration establish and maintain the Commonwealth of Virginia's employee [Telework Policy](#). Code of Virginia [§ 2.2-2817.1](#) requires Commonwealth agency heads establish and maintain agency specific telework policies and establish work agreements with all employees who telework.

Terms of Telework Agreement

The terms of this agreement must be read in conjunction with agency specific telework policies. Signatories certify they will abide by the terms of this agreement, all applicable telework policies, and all agreement specific terms established by the employing agency

1. Safety

- Employee will verify the safety of an alternate worksite using the safety checklist in Section II of this agreement.
- Employee is covered by the Commonwealth's Workers' Compensation Program and/or the Virginia Sickness and Disability Program (VSDP), as appropriate, if injured while working at the alternate worksite. Employees teleworking outside of the Commonwealth of Virginia may be covered by their alternate work location's Workers Compensation regulations.
- Employee agrees to bring to the immediate attention of his/her supervisor any accident or injury that occurs while working at an approved alternate work location.
- Supervisor will investigate all accident and injury reports immediately following notification.
- Agency reserves the right to inspect the alternate work location to ensure safety standards are met.

2. Confidentiality and Information Security

- Employee will apply approved safeguards, in accordance with agency policy, to protect agency or state records from unauthorized disclosure or damage, and will comply with all records and data privacy requirements set forth in state law, agency specific policies, and state policies.
- Employee will conduct work at the alternate work location in compliance with all information security standards.

3. Work Standards and Performance

- Employee will meet with their supervisor to receive assignments and to review completed work as the supervisor deems necessary or appropriate.
- Employee may be required to return to the central work location on scheduled telework days based on operational requirements.
- Employee will complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor, and according to guidelines and expectations stated in the employee's work profile and performance plan.
- Supervisor will regularly evaluate and provide feedback on the employee's job performance as defined in the employee's work profile and performance plan.
- Employee agrees to perform telework at the agency-approved alternate work location(s) and times defined in this agreement unless they notify and receive explicit approval from a supervisor to temporarily shift telework to another alternate work location or time period. Failure to comply with this provision may result in loss of pay, termination of the telework agreement, and/or appropriate disciplinary action.
- Telework for unplanned or temporary circumstances such as school closings, family illness, etc may be approved by agency supervisors.

4. Compensation and Benefits

- All pay/salary rates, leave/retirement benefits, and travel reimbursements will generally remain as if the employee performed all work at the employee's established base work location. Employees teleworking outside the Commonwealth of Virginia may have compensation and benefits impacts due to legal or other requirements.

Compensation and Benefits (cont.)

- A non-exempt employee who teleworks approved overtime at the direction of a supervisor will be compensated in accordance with applicable law and state policy.
- Employee understands that supervisory approval must be obtained *prior* to working overtime hours (if non-exempt.) By signing this form, employee agrees that failing to obtain proper approval for overtime work may result in termination of the telework agreement and/or appropriate disciplinary action.
- Employee must obtain supervisory approval before taking leave in accordance with established Agency procedures. By signing this form, employee agrees to follow established procedures for requesting and obtaining approval of leave.

5. Equipment and Expenses

- Employee who borrows agency equipment agrees to protect such equipment in accordance with agency guidelines. State-owned equipment will be serviced and maintained by the agency. By signing this agreement the employee will follow the agency's instructions for returning the equipment for service and maintenance or upon separation from the Agency.
- If employee provides their own equipment, employee is responsible for servicing and maintaining it.
- Neither the agency nor the state will be liable for damages to an employee's personal or real property during the performance of assigned work or while using state equipment in the employee's residence.
- Neither the agency nor the state are obligated to assume responsibility for operating costs, home maintenance, or any other incidental costs (e.g., utilities, Internet Service Provider costs, etc.) in the use of employee homes or other alternate work locations for telework.

6. Initiation and Termination of Agreement

- The agency and employee understand that telework shall be governed by the same state personnel policies as those applicable to employees at the agency's central workplace except as modified by this agreement.
- Agency concurs with employee participation and agrees to adhere to applicable policies and procedures.
- Agency may terminate this telework agreement at any time. (Agreement may be terminated for reasons to include, but not limited to, declining performance and organizational benefit). Two weeks' notice to the employee is recommended when feasible.
- Employee may terminate this telework agreement at any time unless telework is a condition of employment. Two weeks' notice to the agency should be provided when possible.
- The telework agreement should be reviewed and updated annually.

7. Agreement Agency Specific Terms and Conditions:

- Work can be performed remotely within the context of the needs of the university
- Employee is in good standing
- Remote work allows better recruitment and retention of high-performing employees
- The seasonality of Higher Education allows for more remote work opportunities at certain times of the year

NOTE: The language used in this agreement does not create an employment contract between the employee and the agency. This agreement does not create any contractual rights or entitlements, but, instead, establishes conditions for permitting an employee to qualify for and continue to exercise the privilege of teleworking. The agency reserves the right to revise the content of this agreement or its terms, in whole or in part, at its discretion. No promises or assurances, whether written or oral, which are contrary to or inconsistent with the terms of this paragraph are binding upon the agency.

Standard Telework Agreement

Section I – Employee Information		
Last Name	First Name	Middle Initial
Employee ID Number	Work Title	
Agency Name	Department Name	Manager Name
<i>This telework agreement should be reviewed and updated annually.</i>		
Start Date	End Date	
Section II – Telework Location Information		
Street Address:	City:	
State:	Country:	Zip Code:
Telework Location Phone Number:		
Telework Location Description		
<p>Employees teleworking outside the Commonwealth of Virginia must ensure that the telework location is accurately reflected in this agreement and in relevant systems to ensure compliance with taxes, payroll deductions, and the applicability of other labor and employment laws. Teleworking outside the Commonwealth of Virginia may impact eligibility and access to certain benefits provided to employees working in the Commonwealth of Virginia.</p>		
Section III – Notification and Approval Process for Occasional Changes to Telework Location		
<p>Document the notification and approval processes required for the employee to request and receive approval for telework locations or pattern changes - or for the agency to inform the employee of the need to shift to limited telework.</p> <p>The employee and supervisor will communicate directly regarding any changes to elements of the telework agreement, such as location, pattern or frequency.</p>		

Standard Telework Agreement

Section IV – Remote Work Schedule		
Day of the Week	Schedule	Work Location
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		
Other (variable telework day, etc.)		
Section V – Continuity of Operations Status		
<p>Employee <input type="checkbox"/> IS or <input type="checkbox"/> IS NOT expected to telework for the duration of an emergency pursuant to a pandemic and/or when the employee's central workplace is closed due to natural or manmade emergency situations (e.g. snowstorm, hurricane, act of terrorism, etc.). If employee is unable to telework during an emergency due to illness or dependent care responsibilities, the employee must take appropriate leave. The employee may be asked and expected to report to an agency central workplace, other alternative locations, or be granted emergency closing authorization, on a case-by-case basis, when other circumstances (e.g. power failure) prevent the employee from teleworking at the alternate work locations listed above.</p>		
Section VI – Telework Expenses		
<p>The agency and employee agree to the following responsibility for expenses that may be related to teleworking. The agency will (Yes) or will not (No) be responsible for the following equipment or expenses:</p>		
Expense	Yes	No
Business related phone calls	<input type="checkbox"/>	<input type="checkbox"/>
Agency issues cell phone	<input type="checkbox"/>	<input type="checkbox"/>
Use of personal phone stipend	<input type="checkbox"/>	<input type="checkbox"/>
Telework location internet connection	<input type="checkbox"/>	<input type="checkbox"/>
Hardware and software required to perform job	<input type="checkbox"/>	<input type="checkbox"/>
Office supplies	<input type="checkbox"/>	<input type="checkbox"/>
Travel and commuting expenses to agency physical location	<input type="checkbox"/>	<input type="checkbox"/>
Lodging expenses related to travel to agency physical location	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>

Standard Telework Agreement

Section VII – Safety Checklist		
Safety Feature Verified at Alternate Work Location Listed Above:	Yes	No
1. Temperature, ventilation, lighting, and noise levels are adequate for maintaining a work location.	<input type="checkbox"/>	<input type="checkbox"/>
2. Electrical equipment is free of recognized hazards that would cause physical harm (frayed, exposed, or loose wires; loose fixtures; bare conductors; etc.)	<input type="checkbox"/>	<input type="checkbox"/>
3. Electrical system allows for grounding of electrical equipment (three prong receptacles).	<input type="checkbox"/>	<input type="checkbox"/>
4. Alternate work location is free of any obstructions that could restrict visibility and movement (including doorways).	<input type="checkbox"/>	<input type="checkbox"/>
5. File cabinets and storage closets are arranged so drawers and doors do not enter into walkways.	<input type="checkbox"/>	<input type="checkbox"/>
6. Phone lines, electrical cords, and surge protectors are secured under a desk or alongside a baseboard.	<input type="checkbox"/>	<input type="checkbox"/>
7. If materials containing asbestos are present, they are in good condition.	<input type="checkbox"/>	<input type="checkbox"/>
8. Work location space is free of excessive amounts of combustibles, floors are in good repair, and carpets are well secured.	<input type="checkbox"/>	<input type="checkbox"/>
Section VIII – Agency Specific Requirements		
Agencies may use this space to document additional agency specific requirements for teleworking employees.		
Section IX – Notices and Signatures		
<p>The information provided within this Telework Agreement is accurate and will be followed. If any information changes, it is the employee's duty to inform the supervisor or manager and to initiate the completion of an updated agreement. The parties have read and understand this agreement, responsibilities as described in the Telework Policy, 1.61, and agree to the duties, obligations, responsibilities and conditions described within. This telework agreement replaces and supersedes all prior telework agreements and/or arrangements.</p> <p>Teleworkers working full-time outside the Commonwealth of Virginia are responsible for working with agency staff to ensure compliance with telework location applicable laws, regulations, and requirements. Teleworkers working full-time outside the Commonwealth of Virginia are also responsible for understanding and complying with telework location requirements related to income taxes and benefits.</p>		
Employee Signature:	Date	
Agency Head: One Day a week and Emergency telework	Date	
Secretary: Two Days a week	Date	
Chief of Staff: More than Two Days a week	Date	