

## UMW Telework Agreement

The Telework Agreement is a written agreement between the employee and supervisor requiring them to adhere to applicable guidelines and policies. The telework agreement is not an employment contract and may not be construed as such. Under state policy, telework agreements may be terminated at the discretion of UMW. Advance notice to the employee is encouraged, but not required.

**Employee name:** \_\_\_\_\_

**Employee's offsite work address:** \_\_\_\_\_

**Describe in detail the designated work area at the alternate work location:**  
(e.g., home office section of living room)

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The employee has inspected the designated work area for safety issues and agrees to conduct him/herself in a safe manner at the offsite location. 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.); equipped with appropriate number of smoke detectors that are properly installed and working. 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. Employee is covered by the Commonwealth's Worker's Compensation Program and/ or the Virginia Sickness and Disability Program, as appropriate, if injured while performing official duties at the alternate work location. Employee agrees to notify the supervisor immediately of any accident or injury occurring at the work location.

### Schedule and Work Expectations

**Employee's usual offsite work schedule:** Specify day(s) and hour(s). The supervisor will maintain a copy of this work schedule and the employee's time and attendance will be recorded the same as if performing official duties on location at UMW.

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**Typical assignments to be worked on at the remote location:**

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The employee will complete all assigned work according to established procedures and expectations stated in the employee's Employee Work Profile or A/P Faculty Work Plan (see attached copy). The employee agrees to perform the assigned duties on location at UMW or at the approved alternate work location described in this agreement. Failure to comply may result in loss of pay, termination of this agreement, and/or appropriate disciplinary action.

**Communication** between the employee and his/her office (i.e., phone, e-mail, meetings, etc.) is the employee's responsibility. The employee will meet with the supervisor to receive assignments and to review completed work as specified below or upon request. The employee immediately will notify the manager when circumstances arise that impact his/her ability to perform the assigned work. Regular communication will occur as follows (i.e., how often calls are made, regularly scheduled meetings, etc.):

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**Equipment and Expenses**

The decision whether to install **telecommunications facilities** (i.e., frame relay line, telephone line, ITFS, etc.) at the offsite work area will be made between the supervisor and the employee. If such facilities are installed, the expenses will be handled as follows:

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Long distance business telephone calls made from the home must be documented to support the business nature of the call and will be paid for as follows (i.e., department credit card, employee reimbursement, etc.):

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Work-related data calls made from the home with a personal computer and internet access and relate services using various technologies (cable modem, DSL, FIOS, ISDN, etc.) must be documented to support the business nature and will be reimbursed as follows:

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**State-owned equipment** is to be used only for authorized state business. State-owned equipment will be serviced and maintained by UMW. Equipment needing repair must be returned to UMW for service. Employee is responsible for protecting state- owned or issued equipment from theft, damage and unauthorized use. The following state-owned equipment will be used by the employee in the remote work location and will be returned to UMW at the expiration of this agreement (see Attachment C).

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**Non-state computing devices.** If the employee is authorized to use his or her own equipment, UMW will not assume responsibility for the cost of equipment, repair, or service.

**VITA’s Information Technology Standard “Use of Non-Commonwealth Computing Devices to Telework.”** The employee shall report to the University’s , *“all known incidents that threaten the security of the Commonwealth's databases and data communications resulting in exposure of data protected by federal or state laws, or other incidents compromising the security of the Commonwealth's information technology systems with the potential to cause major disruption to normal Agency activities.*

1. Additional conditions agreed upon by the employee and the supervisor are indicated in Attachment B and as follows:

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2. At the conclusion of this agreement, the results may be evaluated for possible continuation. This agreement expires in six/twelve months on \_\_\_\_\_.

This agreement is subject to cancellation at the discretion of management. I have read and understand state guidelines for Telework DHRM Policy No. 1.61 and agree to the conditions detailed above.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cabinet Vice President

\_\_\_\_\_  
Date