Radford University
Telework Agreement

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

Department __________________________ Date ____________

Employee __________________________ Date ____________

General Agreement

The employee agrees to adhere to applicable guidelines and policies.

The department concurs with employee participation and agrees to adhere to applicable guidelines and policies.

Employee agrees to participate in telework for an initial period beginning ________________ and ending ________________.

A copy of the Telework Policy has been given to the employee. _____ Yes  ____ No

Work Location/Schedule

1. Employee’s central workplace is: _

2. The employee’s alternate work location is _

3. Describe in detail the designated work area at the alternate work location (attach additional sheets, if necessary).

4. At the central workplace, the employee’s work hours will normally be from __________ to __________ on the following days: ______________________

5. At the alternate workplace, the employee’s work hours will normally be from __________ to __________ on the following days: ______________________
6. Leave requests or requests to change hours of work should be submitted via ________________ to your supervisor and must be pre-approved.

7. The employee’s time and attendance will be calculated as if performing official duties at the central workplace.

8. The supervisor will maintain a copy of teleworker’s work schedule; the time and attendance will be recorded the same as if performing official duties at the central workplace.

9. Employees working at home during a university closing would be expected to continue working unless that was not possible due to power outages or other conditions that prevent them from working. Employees teleworking during an authorized closing would not receive compensatory time.

Work Standards/Performance

1. The employee will meet with the supervisor to receive assignments and to review completed work as requested, necessary, or appropriate.

2. The employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the supervisor, according to guidelines and expectations stated in the employee’s performance plan.

3. The supervisor will evaluate employee’s job performance according to the employee’s performance plan.

4. The employee agrees to limit performance of official assigned duties to the central workplace or department-approved alternate work location within agreed upon hours. Failure to comply with this provision may result in nullifying the telework arrangement and/or other appropriate disciplinary action.

5. Supervisors may require employees to report to a central workplace as needed for work-related meetings or other events or may meet with the employee in the alternate work location as needed to discuss work progress or other work-related issues.

6. Telework is not intended to serve as a substitute for child or adult care. If children or adults in need of primary care are in the alternate work location during employees’ work hours, some other individual must be present to provide the care.

Compensation/Benefits

1. All salary rates, leave accrual rates, and travel entitlements will remain in place as if the employee performed all work at the central workplace.
2. Employees who work overtime by request of their supervisor with advance approval will be compensated in accordance with applicable law and state policy.

3. By signing this form, the employee agrees that failing to obtain proper approval for overtime work may result in their removal from telework and/or other appropriate action may occur.

4. The 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. Employees who use university equipment at home agree to protect such equipment in accordance with University guidelines. Only university-owned computers may be used at the alternate site. (Equipment Assets Agreement [Attachment 3](#) must be completed and attached to Telework Agreement).

2. University-owned equipment will be serviced and maintained by the University.

3. Neither the University nor the department will be liable for damages to an employee’s personal or real property during the course of performance of official duties or while using department equipment in the employee’s residence.

4. Neither the University nor the department will be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) associated with the use of the employee’s residence.

**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 security; 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

The employee will apply department-approved data security procedures at the alternate worksite to protect department, University, and 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.

Initiation and Termination of Agreement

1. The University and the employee understand that telework employment shall be governed by the same state personnel policies as those applicable to employees at the University’s central workplace except as modified by this agreement.

2. The University concurs with employee participation in telework and agrees to adhere to applicable policies and procedures.

3. The employee may terminate participation in telework at any time unless it was a condition of employment. A two-week notice to the University is recommended.

4. The University may terminate an employee’s participation in telework at any time. (Employees may be withdrawn from telework for reasons to include, but not limited to, declining performance and organizational benefit.) A two-week notice to the employee is recommended when feasible.

By signing below, the Employee, Supervisor and University agree to adhere to the terms of the Telework and Alternate Work Schedule Policy and the Telework Agreement:

Supervisor ___________________________ Date ________________

Employee ___________________________ Date ________________

President (or designee)_________________________ Date ________________