OLD DOMINION UNIVERSITY
TELEWORK AGREEMENT

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

__________________________________________ and
Department Name
__________________________________________
Employee’s Name, UIN and Position Number
__________________________________________
Date

General Agreement

1. The employee agrees to adhere to applicable guidelines and policies.

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

3. The employee agrees to permit management access to the alternate work location during normal work hours as defined by this agreement.

4. Employee must be as accessible by phone and/or email at the alternate work location.

5. Employee agrees to participate in telework, beginning __________________________(date)

Note: This agreement should be reviewed by the supervisor and employee on an annual basis to determine if the terms are still applicable.

6. A copy of the Telework Policy has been given to the employee. Employee’s Initials Required: ______

7. (Check One)
   ______ The employee volunteered to telework.
   ______ The employee agreed to telework as a condition of initial employment.

TELEWORK ARRANGEMENT CATEGORY (check one)

   ______ Full Time Teleworker: Employee teleworks their entire work schedule from the alternate work location(s) documented in this agreement.

   ______ Hybrid Teleworker: Employee consistently teleworks 32 hours or more per month, typically one to two days a week from the alternate work location(s) documented in this agreement and as documented in the work schedule below.

   ______ Limited Teleworker: Employee consistently teleworks less than 32 hours per month on a sporadic or task driven basis. Maybe expected and/or required to work in a telework mode for limited periods in response to a specific agency need.

WORK LOCATION/SCHEDULE FOR TELEWORKING

1. Employee’s central workplace (campus and/or satellite campus) is: __________________________________________

2. Employee’s alternate work location (such as home and satellite office) and contact number (include area code) is: ________________

   Is this alternate work location outside the Commonwealth of Virginia? Yes or No
   If yes, what city and state? __________________________________________
   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. Limited teleworkers must seek prior approval from supervisor for each instance.
6. Leave approval and changes in work hours will be arranged by: ____________________________________________ (name)
7. Employee’s time and attendance will be recorded the same as performing official duties at the central workplace.
8. The supervisor will maintain a copy of teleworker’s work schedule, and employee’s time and attendance will be recorded the same as if performing official duties at the central workplace.

WORK STANDARDS/PERFORMANCE

1. Employee will meet with supervisor to receive assignments and to review completed work as requested, 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.
4. Employee agrees to limit performance of his/her officially assigned duties to the central workplace or department-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.
5. Employee must forward their University phone to the alternate work location which will permit other University employees, customers, etc. to readily access them during scheduled work hours.
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 the employee’s work hours, some other individual must be present to provide the care. An employee’s total hours required by the job and availability to the University do not change due to a telework agreement.

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 that has been requested by 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 the results of 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 university equipment agrees to protect such equipment in accordance with university guidelines. The required Equipment Off-Campus Authorization Form must be on file in the department and with Property Control. University-owned equipment will be serviced and maintained by the University.
2. If employee provides own equipment, he/she is responsible for servicing and maintaining it.
3. Neither the university 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 university/state equipment in the employee’s residence.
4. Neither the university 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.
5. With at least 24 hours advance notice, the employee agrees to allow inspections of the homework location at periodic intervals during his/her normal working hours to ensure proper maintenance of university-owned property.

USE OF NON-UNIVERSITY AND/OR NON-STATE OWNED OR LEASED COMPUTING DEVICES

1. No university or state data can be stored on personally owned or leased equipment.
2. In order to protect university/state information technology assets and the data they process and store, the employee must safeguard IT assets and data by using the following acceptable methods:
   • use of standalone devices,
   • Internet access to web-based applications where the data is not downloaded to the local workstation, and
SECURITY INCIDENT RESPONSE REGARDING PERSONALLY OWNED/LEASED COMPUTING DEVICES

1. IT security incidents may occur using personally owned or leased computing devices to perform university/state business.
2. In the event a personally owned or leased computing device used for university/state business is involved in the investigation of a security incident, the employee may be required to release the device to law enforcement, the Commonwealth of Virginia Computer Security Incident Response Team (CIRT), or the ODU Security Team for forensic purposes.
3. The COV CIRT and the ODU Security Team are obligated to report any illegal activity uncovered during a security incident investigation, whether the activity is related to the incident being investigated or not.
4. While all investigations are confidential, the remote user concedes any expectation of privacy related to information stored on a personally owned computing device involved in a security incident.

SAFETY

1. Employee is covered by the appropriate provisions of 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 worklocation.
2. Employee agrees to bring to the immediate attention of supervisor any accident or injury occurring at the alternate work location.
3. Supervisor will investigate all accident and injury reports immediately following notification.
4. The employee agrees to permit university inspection of the alternate work location to ensure conformity with safety standards and other specifications in these guidelines. The employee should be given at least one business day advance notice of the inspection, which will occur during normal working hours.

CONFIDENTIALITY/SECURITY

Employee will apply approved safeguards to protect university or state records from unauthorized disclosure or damage, and will comply with the privacy requirements set forth in the state law, the Department of Human Resource Management’s Policies and Procedures Manual, and the university’s Policies and Procedures. Storing of university or state data on personal devices is prohibited due to records retention and Freedom of Information Act (FOIA) complexities, as well as the associated security risks. Failure to comply with this provision may result in loss of pay, termination of the telework agreement, and/or appropriate disciplinary action.

EMERGENCY CLOSING STATUS (select one)

In situations that require the activation of the University’s Continuity of Operations Plan (COOP), please indicate if this employee _____ IS or _____ IS NOT expected to telework for the duration of an emergency (e.g. extreme weather event, pandemic, act of terrorism, etc.). If there is uncertainty, please check your department’s COOP document.

In less extreme cases, (e.g. inclement weather) employees working remotely are expected to continue working during a university closing unless that is not possible due to power outages or other conditions that prevent him/her from working. Employees teleworking during an authorized closing do NOT receive compensatory leave. If employee is unable to telework during an emergency due to illness, the employee must take appropriate leave.

• Internet access to remote desktop applications.
3. Storing of university or state data on personal devices is prohibited due to records retention and Freedom of Information Act (FOIA) complexities, as well as the associated security risks. Failure to comply with this provision may result in termination of the telework agreement, and/or appropriate disciplinary action.
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.

INITIATION AND TERMINATION OF AGREEMENT

1. Employee may terminate participation in telework at any time unless it was a condition of employment. Two weeks notice to the university is recommended.
2. University may terminate 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. Two weeks notice to the employee is recommended when feasible.

I have read the complete Telework Agreement and I concur with the terms. I have completed ITS’ Remote User Security Training. I certify that this information is accurate and true. I understand that falsifying this document may violate criminal and civil laws and employment policies of the Department of Human Resources, the Virginia Information Technology Agency, and Old Dominion University, and may subject me to criminal prosecution, civil penalties, and disciplinary action, including termination of my employment.

Employee ___________________________ Date _________________

Supervisor ___________________________ Date _________________

Budget Unit Director ___________________________ Date _________________

Vice President ___________________________ Date _________________

Human Resources’ Signature indicates approval and confirmation that the employee and his/her position meet all applicable requirements for telework eligibility:

Human Resources ___________________________ Date _________________