

Telecommuting Agreement

This Agreement is subject to cancellation at any time due to changing business and/or staffing needs.

Employee name: _____

Employee's offsite work address: _____

Employee's usual offsite designated work area: _____
(e.g., home office section of living room)

Work/Performance Expectations and Schedule

The employee will complete all assigned work according to established procedures and expectations stated in the employee's work profile-performance plan (see attached copy). The employee agrees to perform the assigned duties on location at VCU 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 the supervisor deems necessary or requests. The employee immediately will notify the manager when circumstances arise that impact his/her ability to perform the assigned work.

Employee's usual offsite work schedule: _____
(specify day(s) and hours) 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 VCU.

Safety

Employees who telecommute are covered by the Commonwealth of Virginia's Workers' Compensation Program, traditional sick leave, or the Virginia Sickness and Disability Program (VSDP), as appropriate, if injured while performing official duties at VCU or the alternate work location. The employee agrees to notify the supervisor immediately of any accident or injury occurring at the work location.

Describe in detail the designated work area at the alternate 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 (including, but not limited to, frayed or loose electrical wires, slippery or uneven floor surfaces, good air quality/adequate ventilation, 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.

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Compensation/Benefits

All salary, leave, and other benefits will remain as if the employee performed work onsite at VCU.

If eligible, the employee will be compensated in accordance with the Fair Labor Standards Act for overtime worked at the request of and approved in advance by the supervisor.

The employee agrees that failing to obtain proper approval for overtime or before taking leave may result in termination of this agreement and/or disciplinary action.

Confidentiality/Security

Employees telecommuting are responsible for the security and confidentiality of any information, documents, records, or equipment in their possession. When the offsite work involves remote access of the University's computer network, remote users must abide by the University's security standards relating to remote access. All remote access involving data stored on the University network requires encryption. No sensitive University data will be stored on the employee's personal computer.

Equipment/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:

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.):

Work-related data calls made from the home with a personal computer must be documented to support the business nature and will be reimbursed as follows:

State-owned equipment is to be used only for authorized state business. The following state-owned equipment will be used by the employee in the remote work location and will be returned to VCU at the expiration of this agreement. State-owned equipment will be serviced and maintained by VCU. Equipment needing repair must be returned to VCU for service.

<u>Name of Equipment/Serial No.</u>	<u>VCU Property Tag No.</u>	<u>Date Returned</u>	<u>Manager's Initials</u>
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1. Additional conditions agreed upon by the employee and the supervisor are as follows:

2. At the conclusion of this agreement, the results may be evaluated for possible continuation. This agreement expires in one year, on _____.
(date)

I have read and understand VCU's Telecommuting Policy and I agree to the conditions detailed above and applicable guidelines and policies:

Employee Signature

Date

I agree to the employee's participation in working offsite and agree to adhere to applicable guidelines and policies:

Manager Signature

Date

Human Resources

Date