TELECOMMUTING WORK AGREEMENT

The following Telecommuting Agreement (“Agreement”) is made and entered into as of the _____ day of __________, 20___ (the “Effective Date”) by and between William & Mary in Virginia (the “University”) and ____________________ (the “Employee”). The Agreement sets forth the terms and conditions upon which the Employee agrees to participate in a telecommuting arrangement with the University.

1. As evidenced by Employee’s signature below, Employee agrees to participate in telecommuting as provided by the terms of this Agreement and the Telecommuting Policy (the “Policy”). _____ YES _____ NO

2. The Employee is in a position that is eligible for telecommuting in accordance with Section 4.B of the Policy. _____ YES _____ NO
   Comments: ____________________________________________________________

3. The University concurs with Employee’s participation in the telecommuting arrangement as provided by the Policy and the terms of this Agreement.______ YES ______ NO

4. Employee agrees to participate in telecommuting for an initial period not to exceed one year, beginning ________________ and ending _______________. This Agreement will be reviewed on an annual basis and may be extended for additional one-year increments, if agreeable to the University. In such case, the terms of this Agreement should be reviewed and updated as necessary.

5. The Agreement may be terminated at any time as provided in Section IV.C.2 of the Policy.

WORK LOCATION/SCHEDULE

1. Employee’s central workplace location: ________________________________

2. Employee’s alternate work location address: ________________________________

   ________________________________________________________________

   Describe in detail the designated work area at the alternate work location.________

   ________________________________________________________________

   ________________________________________________________________
3. Employee’s telework schedule (please check one):

- [ ] Full-time teleworker (TF): teleworks full-time and has no assigned office space at W&M facility.
- [ ] Hybrid teleworker (TH): teleworks at least 1 day per week, but does not telework full-time.

- At the central workplace, Employee’s work hours will normally be from______to______, on the following days: ________________________________________________________________

- At the alternate work location, Employee’s work hours will normally be from ______to______, on the following days: ________________________________________________________________

4. Employee’s supervisor will maintain a copy of Employee’s telecommuting work schedule, and Employee’s time and attendance will be recorded in the same manner as if Employee was working at the central workplace.

WORK STANDARDS/PERFORMANCE

1. Employee will meet with the supervisor to receive assignments and to review completed work as 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 work duties to the central workplace or University-approved alternate work location. Failure to comply with this provision may result in loss of pay, termination of the Agreement, and/or other appropriate disciplinary action.

5. Employee agrees that the University may inspect the alternate work location for purposes such as verifying that the alternate work site complies with the Safety Checklist and is otherwise as agreed or described. In addition, the Employee acknowledges that while the University may provide the Employee notice of such inspection, it need not do so in cases of emergency, a report of an accident at the alternate work location, or as otherwise appropriate.

6. Employee will remain in contact with supervisor, co-workers, or customers and is expected to be responsive and complete assignments and follow through on commitments and tasks in a timely manner and within established deadlines.

7. If children or adults in need of primary care are in the alternate work location during employee’s work hours, some other individual must be present to provide the care
or prior supervisor approval must be obtained. Approval will be granted only in limited situations.

**COMPENSATION/BENEFITS**

1. As provided by the Policy, the Employee’s classification, compensation, and benefits, including leave accrual rates, will not change.

2. For non-exempt employees, overtime must be approved in advance by the Employee’s supervisor. The Employee will be paid overtime in accordance with applicable law and University policy. Employee agrees that failing to obtain proper approval for overtime work may result in termination of this Agreement and/or other appropriate disciplinary action.

3. Employee agrees to follow established University procedures and policies regarding use of applicable leave balances.

**EQUIPMENT/EXPENSES**

1. If the Employee borrows University equipment, he/she agrees to protect such equipment in accordance with University guidelines. State-owned or University equipment will be serviced and maintained by the University.

2. If Employee provides his or her 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 Employee’s work at the alternate work location or while using University or 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.

**SAFETY**

1. Employee is covered by the appropriate provisions of the Commonwealth’s Worker’s Compensation Program or the Virginia Sickness and Disability Program (VSDP), as appropriate, if injured while performing his or her job duties at the central workplace or alternate work location.

2. Employee agrees to complete the attached Safety Checklist and certify that the work location is safe and free from hazards.

3. Employee agrees to bring to the immediate attention of his/her supervisor any accident or injury occurring at the alternate work location.

4. Supervisor will investigate all accident and injury reports immediately following notification.
CONFIDENTIALITY/SECURITY

Employee will apply approved safeguards to protect University or state records from unauthorized disclosure or damage, and will comply with the University’s Data Classification and Protection Policy, Information Security Policy, Acceptable Use Policy, and Data Encryption Standard.

The following University or State-owned or leased equipment has been issued to the Employee and has been documented by the University.

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<th>Item</th>
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To be completed by supervisor:
Reason/basis for telecommuting:

____________________________________________________

____________________________________________________

ACCEPTED AND AGREED:

____________________________________________________  Date
Supervisor or Department Head on behalf of the University

____________________________________________________  Date
Employee

____________________________________________________
Employee Banner ID

____________________________________________________
Employee Job Title
Approved:

______________________________________________________  ________________
Chief Human Resources Officer                                   Date