



Telework Memorandum of Agreement

This document is intended to ensure that both the supervisor and the employee have a clear, shared understanding of the employee's telework arrangement. Each telework arrangement is unique depending on the needs of the position, supervisor, and employee. This form can be adapted to unit requirements as necessary.

This telework agreement is not a contract of employment and does not provide any contractual rights to continued employment. It does not alter or supersede the terms of the existing employment relationship.

Employee Telework Information

Employee Name:	
Job Title:	
Department:	
Supervisor:	
Location where telework will be performed:	
Telework phone number	
Telework arrangement effective dates:	

Employee Request

I, _____, request the privilege of performing my duties as a New River CTC employee, at a non-College controlled, location. If my application is approved, I agree I will comply with all laws, rules, and regulations applicable to New River CTC employees, and that this agreement does not guarantee employment for any period.

For the duration of my teleworking relationship with New River CTC, I will meet with my supervisor on a regular basis as he/she expects to review my work and productivity and will continue to perform my duties at the same satisfactory level as when I performed the work at a New River CTC location. I will go through an annual performance evaluation. There will be no special considerations involved in my performance evaluation related to my status as an employee who teleworks. I must maintain an evaluation rating of at least **Meets Expectations** or **Exceeds Expectations**.

I will be fully available to respond to work-related communications during my established work hours. I will attend meetings and other College events on College premises as required by my supervisor. I understand that I will not provide dependent care during work hours. I understand that telework cannot be used to substitute for **sick leave**.

I understand I **MAY**, or **MAY NOT** (circle one) be expected to telework for the duration of an emergency or inclement weather closing. If I am unable to telework during an emergency or inclement weather closing due to illness or dependent care responsibilities (or any reason), I may be asked to take appropriate leave. I understand I may be asked and expected to report to a central on-site workplace, other alternative location, or be granted emergency closing authorization, on a case-by-case basis when other circumstances (e.g., power failure) prevent me from teleworking at the alternate work locations designated on this agreement.

Job Duties

The general expectation for a telework arrangement is that the employee will effectively accomplish their regular job duties, regardless of work location.

Work Schedule and Location

Day of Week	Work Hours	Work Location
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

Telework Arrangement Modification

Terminating the Agreement

I understand that my supervisor or Human Resources representatives may revoke my telework arrangement at any time. Unless otherwise specified in my employment contract with New River CTC, I may terminate my telework agreement by notifying my supervisor and Human Resources with at least a 30-day notice. This agreement is not binding with any successor or supervisors to whom I may report in the future.

This provision does not apply to telework arrangements made through the disability accommodation process. All employee-proposed changes are subject to departmental approval.

Telework Review

Specify a date to meet and discuss the effectiveness of the telework arrangement, or enter N/A.

Telework plan review date:	
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Terms and Conditions

Teleworking may be authorized for up to a one-year period. A new agreement must be completed upon annual evaluation, if the arrangement is to continue. Any changes to this agreement will require the completion and approval of a new agreement.

Equipment and technology access

The employee and employer agree to work together to ensure that the alternate worksite is safe and ergonomically suitable. Specify any equipment or technology access the employee will need to telework and whether it will be employee or employer provided. In the event of equipment failure or service interruption, the employee must notify employer immediately to discuss alternate assignments or other options.

Equipment	Provided by	Responsible for loss or damage

Safety

I agree to maintain safe working conditions in my alternative worksite and to practice the same safety procedures there as at my New River CTC workspace. I certify that my alternative worksite complies with safety regulations and that I have inspected it for the following:

- a. Entry and workspace are free of any obstacles and all tripping hazards.
- b. All stairs with four or more steps have handrails.
- c. Electrical equipment is free of recognized hazards that would cause physical harm such as frayed wires, bare conductors, loose wires, flexible wires running through walls, or exposed wires fixed to ceiling.
- d. Electrical outlets are three-pronged (grounded).
- e. File cabinets and doorways are arranged so that drawers and doors do not open into walkways.
- f. Furniture provides proper support and is adjustable for comfort.
- g. Work surface should be at an appropriate level and designed for the tasks being performed.
- h. Frequently used objects are within easy reach to prevent repetitive stretching and/or turning.
- i. Monitors are at eye level and about 18-24 inches away.
- j. When using the keyboard and mouse, shoulders are relaxed with the upper arms resting at your sides. Hands are in neutral position level with the wrists.
- k. Phone, electrical, and extension cords are secured under the desk or alongside the baseboard.
- l. Floor surfaces are dry, clean, level, and free of worn or frayed seams. Carpets are secured to the floor. Floor surfaces are free of obstacles.
- m. The alternate work site is adequately ventilated.
- n. The alternate work site has adequate lighting for the tasks being performed.
- o. The alternate work site is reasonably quiet.
- p. Work materials and equipment are in a secure place that can be protected from damage or misuse. Security requirements are in place to protect confidentiality and security of company information and computer systems.

While working at my alternative worksite, I am covered by worker's compensation insurance for injuries suffered which arise out of and/or in the course of performing official duties. *Worker's compensation coverage is limited to designated work areas in employees' homes or alternate work locations.* If I am injured on the job, I must inform my supervisor and the Human Resources department as soon as possible. In the event of a life-threatening emergency, I should first seek immediate medical attention and then notify Human Resources and my supervisor as soon as possible.

Additional details

Records and Information Security

I recognize my responsibility to safeguard New River CTC data and records from unauthorized disclosure or damage and to maintain them in compliance with applicable state and College regulations. This includes records in any medium. I will not store sensitive information on any personal or portable devices. I will not print sensitive information unless I am physically able to retrieve the information and will rely instead on remote access to the information as much as possible.

I accept personal responsibility for any damages that occur because of my failure to maintain or return College records that are or were created or stored at my telework worksite. I recognize that all College records and files temporarily stored at a teleworker's approved alternative worksite shall remain property of the College.

Compensation and Benefits

Teleworking does not change anything about attendance requirements or compensation. I must submit timesheets as required through the normal procedures. Overtime and compensatory time, if applicable to my job, must be approved in advance by my supervisor. I am responsible for dealing with any home-office tax deductions according to applicable laws and regulations. New River CTC does not give tax advice.

Liability and Reimbursement

New River CTC is not liable for any damages to my property that might result from my participation in the telework arrangement. I am liable for any damages to New River CTC-owned property during my participation in the telework program that results from misuse, abuse, or negligence on my part. New River CTC is not responsible for any operating, maintenance, communication channel, or any other incidental costs of operating a telework site.

Policies and Procedure Acknowledgement**Employee Initials**

I have read and understand NR 6.1 Telework Procedure	
I have read and understand NR 6.2 Computer Use Procedure	

Signatures of Approval

Telework Employee

Date

Telework Employee's Supervisor

Date

Director of Human Resources

Date

Vice President, Information Technology Services

Date