



# OLD DOMINION UNIVERSITY RESEARCH FOUNDATION

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

\_\_\_\_\_, and \_\_\_\_\_  
Employee Name UIN Department

## General Agreement:

**This agreement establishes the guidelines ODU Research Foundation will use to work remotely.**

Employees are expected to abide by the following general rules:

- Be transparent about your availability and keep your calendar and availability status up to date, indicating when you are online or offline.
- Maintain strong communication by conducting regular check-ins with your manager and coworkers.
- Request leave when you intend to be away from your work.
- Set up a dedicated workspace that allows for maximum efficiency, organization, and the ability to focus on tasks.
- Prepare a child-care strategy if needed. Do not work and provide child-care at the same time.
- Approval is required for the use of Research Foundation equipment while teleworking. If additional equipment is needed, please complete the Equipment use Authorization form. This should be submitted to Human Resources along with your Telework agreement.
- **Employees may be required to come to the office on a scheduled telework day, if needed, upon the request of the supervisor.**

Employee agrees to participate in telework, beginning \_\_\_\_\_ (date).

**Note:** This agreement should be reviewed by the supervisor and the HR Director for approval.

**1. A copy of the Telework Policy has been given to the employee. Employee's Initials Required: \_\_\_\_\_**

## TELEWORK ARRANGEMENT CATEGORY (check one)

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. May be 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 (CORE or FIELD) is: \_\_\_\_\_
2. Employee's alternate work location (such as home and satellite office) and contact number (include area code) is:  
\_\_\_\_\_
3. At the 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. Leave approval and changes in work hours will be arranged by: \_\_\_\_\_  
(Name, Title)
6. Employee's time and attendance will be recorded the same as performing official duties at the central workplace.
7. 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 as outlined.
3. Supervisor will evaluate employee's job performance according to the employee's work plan.
4. Employee must forward their work phone to the alternate work location which will permit other RF employees, customers, etc. to readily access them during scheduled work hours.
5. 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.
6. An employee's total hours required by the job and availability to the Research Foundation do not change due to a telework agreement.

### **COMPENSATION/BENEFITS**

1. All salary rates and leave accrual rates 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.
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.
5. If hourly, all hours worked must be recorded on the timesheet. No exceptions to this standard.

### **EQUIPMENT/EXPENSES**

- All equipment purchased by ODU Research Foundation remains the property of ODU Research Foundation.
- All equipment—including laptop and corresponding portable power supply, and voice devices such as a headset—is to be returned in a timely fashion should the employee cease telecommuting operations for any reason.
- If employee provides own equipment, he/she is responsible for servicing and maintaining it.
- The Research Foundation will not be liable for damages to an employee's personal or real property during performance of official duties or while using Research Foundation equipment in the employee's residence.
- The Research Foundation will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of the employee's residence.
- All hardware and software should be secured against unauthorized access.

## **USE OF NON-RESEARCH FOUNDATION, UNIVERSITY AND/OR NON-STATE OWNED OR LEASED COMPUTING DEVICES**

All information produced, received, or accessed in the course of conducting Foundation business is to be treated as confidential. No confidential data can be stored on personally owned or leased equipment. 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
- Internet access to remote desktop applications.
- Software provided by ODU Research Foundation is to be used only for its intended purpose and should not be duplicated without consent.
- Storing of ODU Research Foundation or university data on personal devices is prohibited due to records retention and the associated security risks. Failure to comply with this provision may result in termination of the telework agreement, and/or appropriate disciplinary action.

### **SECURITY INCIDENT RESPONSE REGARDING PERSONALLY OWNED/LEASED COMPUTING DEVICES**

1. IT security incidents may occur using personally owned or leased computing devices to perform RF business.
2. In the event a personally owned or leased computing device 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, ODU Security Team and the Research Foundation IT department 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. Although 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 if injured while performing official duties at the central workplace or alternate work location.
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 an 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.

### **SAFETY CONFIRMATION**

Employee confirms that the alternate work location is, to the best of his/her knowledge, safe and free of recognized hazards that would cause physical harm (such as frayed, exposed or loose electrical wires; clean, dry, and level floor surfaces; phone lines and electrical cords are properly secured; 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**

Employee will apply approved safeguards to protect all data from unauthorized disclosure or damage and will comply with the privacy requirements set forth in the Research Foundation Handbook. 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)

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.).

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. The employee may be asked and expected to report to an agency central workplace, the office location at 4111 Monarch Way, Suite 204, 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

Employee may terminate participation in telework at any time.

The Research Foundation may terminate employee's participation in telework at any time. Employees may be withdrawn from telework for reasons to include, but not limited to, business needs, 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 Research Foundation, IT Computing Devices Acceptable usage policy 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: \_\_\_\_\_

HR Director: \_\_\_\_\_ Date: \_\_\_\_\_

Executive Director: \_\_\_\_\_ Date: \_\_\_\_\_

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