



Teleworking/remote working location:

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

**Note: Provide a brief overview of the proposed work arrangement including assignments/work responsibilities that will be completed at the telework/remote work site (attach a page if necessary). Describe how confidentiality of data (if applicable) will be maintained.**

**Sample Schedule**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Hours
Week 1							
Week 2							

Note: Enter location (if applicable) and hours to be worked each day including a start and end time. Location can be abbreviated (e.g. H (home), ARL, FFX, Science & Tech.). If location is different from those outlined, please enter it in the comments section. Schedule should include ½ hour unpaid lunch break if working over 6 hours in one day.

Comments:

**Section 2: EMPLOYEE TERMS AND CONDITIONS OF THE FLEXIBLE WORK PROGRAM**

The employee volunteers to participate in the flexible work program and agrees to adhere to the applicable guidelines. The Department supervisor reviews all requests from his or her areas of responsibility, recommends the employee's participation, and agrees to adhere to the applicable guidelines. Human Resources and Payroll will audit the agreement for compliance to all University and Department of Human Resource Management Policies as well as state and federal laws. The supervisor and employee should initially review the Telework/Remote Work Agreement after three (3) months, and if necessary revise the work arrangement. The flexible work policy does not provide for every contingency that may arise. Supervisors and employees entering into agreements based upon this policy will endeavor to work together to resolve any unforeseen situation that may arise.

**A. Duration.** This agreement will be valid beginning \_\_\_\_\_ and ending \_\_\_\_\_ (end date can be no longer than 15 months from the start date). At that time, both parties will participate in a review, which will result in continuation or termination of the agreement).

Date of initial 90 day review (required): \_\_\_\_\_. Agreement must be renewed annually.

**B. Work Hours and Location.** The employee's work hours, work location, and alternate work site telephone numbers (if applicable) are specified in Section 1 of this agreement. If the alternate work site is at a GEORGE MASON UNIVERSITY facility, it must be located at the Arlington, Fairfax, or Prince William Campuses, the Loudoun site, or the Center for Innovative Technology facilities (Herndon).

**C. Accessibility.** The employee agrees to be as accessible as their on-site counterparts during the agreed upon business hours. The use of a pager alone does not automatically meet the accessibility requirement. The employee must be on site as necessary to attend meetings, training sessions, or similar events or occurrences.

**D. Pay and Attendance.** All pay, leave, and benefits will be based upon the employee's official classification. Employee's time and attendance will be recorded as performing official duties of the official position classification. The employee remains responsible for accurate and timely completion of the timesheet.

**E. Leave.** Employees must obtain supervisory approval before taking leave in accordance with established policy and office procedures. By signing this form, the employee agrees to follow established procedures for requesting and obtaining approval of leave.

**F. Overtime.** The employee must continue to work in his or her current FLSA status while working at the alternate work site. If the employee works overtime that has been ordered and approved in advance, he or she will be compensated in accordance with applicable policy and regulations. The employee understands that the supervisor will not accept the results of unapproved overtime work and will act vigorously to discourage it. By signing this agreement the employee agrees that failing to obtain proper approval for overtime work may result in his or her removal from the Flexible Work Program or other appropriate action.

**G. Work Assignments.** The employee will meet with the supervisor on a regular and on-going basis to receive specific assignments and duties, to identify measurable outcomes and/or results<sup>2</sup> and to review work in progress as well as completed work. The employee is to complete all assigned work according to work procedures mutually agreed upon by the employee and the supervisor according to standard operating procedures.

Changes to the schedule or assigned work must be approved by the supervisor and the employee agrees to notify his/her supervisor immediately if any situation arises which interferes with his/her ability to perform the job.

The employee agrees to limit performance of official assigned duties to the central workplace or department-approved alternate work site within agreed upon hours. Failure to comply with this provision may result in nullifying the flexible work agreement and/or other appropriate disciplinary action.

**H. Performance Evaluation.** The evaluation of the employee's job performance will be based upon current performance expectations and performance, standards that are consistent with the occupational series and an evaluation of the outcomes/results as agreed upon between the employee and the supervisor. For some assignments supervisors will use required progress/reporting to rate the employee's job performance. The employee's most recent performance appraisal must indicate that he or she is performing at least the level of "Solid Achiever." The employee must continue to perform at least at the level of a "Solid Achiever" to continue in the flexible work program.

**I. Flexible Work Evaluation Participation.** The employee and supervisor agree to promptly complete and submit flexible work evaluation materials and to attend periodic group meetings as required by GEORGE MASON UNIVERSITY.

**J. State-owned equipment/assets.** Within the confines of restrictive budgets and the limited availability of equipment, in order to effectively perform assigned tasks, employees may be permitted to use GEORGE MASON UNIVERSITY equipment at their telework/remote location with the approval of their supervisor for business purposes only. GEORGE MASON

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<sup>2</sup> An example of measuring outcomes/results is for a supervisor to request that a summary of work accomplished by the teleworker be emailed to the supervisor by the close of business on the telework day.

UNIVERSITY provided equipment for the home is not an entitlement and will vary based upon the needs of a particular job or assignment. The equipment must be protected against damage and unauthorized use. The employee is responsible for transporting loaned equipment to/from George Mason University for service and maintenance. All loaned equipment will be serviced and maintained by GEORGE MASON UNIVERSITY. GEORGE MASON UNIVERSITY-owned equipment should be noted in Section 4 of this agreement.

Equipment provided by the employee will be at no cost to GEORGE MASON UNIVERSITY and will be maintained by the employee. Neither the University nor the department will be liable for damages to an employee's personal or real property during the course of performance of official duties, while using department equipment in the employee's residence or from participation in the flexible work program.

In the event that equipment is temporarily inoperable, the teleworker/remote worker will notify his/her supervisor immediately; the teleworker/remote worker and the supervisor are to reach an understanding of whether the teleworker/remote worker has other work assignments that can be completed without relying on the equipment or whether the teleworker is to report to the office. In the case of remote workers, alternate plans are to be agreed upon by the supervisor and remote worker.

The employee must return University equipment upon the termination of the flexible work agreement in the same condition in which it was originally received, minus normal wear and tear. The employee is personally responsible for missing or damaged equipment.

**K. Safety Confirmation.** The employee confirms that the alternate work locations is, to the best of his/her knowledge, free of recognized hazards that would cause physical harm (such as no frayed 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.

The employee agrees to maintain safe work conditions in the off-site workspace and to practice the same safety habits in the designated off-site workspace as his/her office on GEORGE MASON UNIVERSITY premises. GEORGE MASON UNIVERSITY reserves the right to conduct a site visit to the alternate workspace to determine that it is safe and free from hazards. Any inspection will occur within normal work hours and with 24 hours notice to the employee.

**L. Reimbursement.** GEORGE MASON UNIVERSITY will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g. utilities) whatsoever, associated with the use of the employee's residence. Reimbursable expenses, long distance phone or ISP costs, and use of office supplies, will be discussed between the department and the employee. Reimbursement for authorized expenses will follow Mason and state accounting policies.

**M. Worker's Compensation.** The employee is covered under the Worker's Compensation Law for injuries suffered arising out of and in the course of performing official duties at the Telework/remote work location during the set work hours, but must immediately inform his or her supervisor and the Workers' Compensation Office in Human Resources & Payroll, who are required to file the claim and may be required to investigate the incident.

**N. Records.** The employee will apply approved safeguards to protect GEORGE MASON UNIVERSITY records from unauthorized disclosure or damage and will comply with the public record requirements. Work done at the Telework/remote work site is considered official State business. All records, papers and correspondence must be safeguarded for their return to the

official location. Release or destruction of any records should only be done at the official location according to appropriate regulations. Computerized files are considered official records and shall be similarly protected in accordance with University data security policies and procedures. Teleworkers and remote workers shall not take restricted access material home without the written consent of their supervisors.

**O. Emergency Situations.** If there is an emergency and/or life-threatening event, the employee should notify his/her immediate supervisor. The employee agrees that important GEORGE MASON UNIVERSITY telephone numbers, such as the name and telephone number of his/her immediate supervisor as well as the Human Resources & Payroll telephone number, are posted in a visible location. The employee agrees to inform members of his/her household that it is necessary that GEORGE MASON UNIVERSITY and Human Resources & Payroll be contacted immediately in the event of a life-threatening emergency.

Employees working from home during a university closing or emergency are expected to continue working unless it is not possible due to power outages or other conditions that prevent them from working. Employees Teleworking or Remote Working from home during an authorized closing do not receive compensatory time off.

**P. Child/Elder/Dependent Care.** The teleworker/remote worker is expected to manage dependent care or personal responsibilities in a way that allows him or her to successfully meet job responsibilities. Telework/remote work is not a substitute for child or other dependent care. It is expected that the employee is not providing child/dependent care during set work hours.

**Q. Income Tax Regulations.** Tax or other legal implications for the business use of employee's home will be based on IRS and state and local government restrictions. Responsibility for fulfilling obligations in this area rests solely with the employee.

**R. Curtailment of the Agreement.** The employee may terminate participation in this program at any time unless flexible work was a condition of employment. However, management will provide 48 hours notice if the Telework/Remote Work Agreement is to be terminated.<sup>3</sup>

Management has the right to remove the employee from the program at any time. Employees may be withdrawn from the flexible work program for reasons to include, but not limited to, declining performance and organizational benefit. Such withdrawal must be accomplished in accordance with established policies and procedures. It is possible that factors outside the control of GEORGE MASON UNIVERSITY could impact the continuation of the Flexible Work Program. In the event that the supervisory reporting relationship changes, this flexible work agreement is not binding and may be subject to review or cancellation.

The employee agrees to perform only officially assigned University duties at the approved telework/remote work site, or official attendance at GEORGE MASON UNIVERSITY related meetings.

### **Section 3: DETAILS FOR COMPRESSED SCHEDULES ONLY**

**Leave (compressed schedules only)** – Employees working a compressed schedule must account for their individual workdays which may be extended for the purposes of recording all types of leave. For example, if an employee working four 10 hour days is out sick, he/she will need to record 10 hours of sick leave.

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<sup>3</sup> If an Employee wishes to modify or end a Telework Agreement or Remote Work Agreement, the Employee must provide reasonable notice.

Leave that is not accrued or awarded annually to the employee (e.g. holiday, university leave, compensatory, etc.) is limited to up to 8 hours per day. The employee must account for the difference in their flexible work day by working the relevant number of additional hours during the pay period or by using appropriate leave (e.g. annual, recognition, compensatory, etc.).

**Holiday Pay (compressed schedules only)** – No exempt or non-exempt (overtime eligible) employee is eligible for more than 8 hours of holiday pay per holiday. If the holiday falls on the employee’s regularly scheduled work day, the employee will be credited with 8 hours of holiday pay for that day. Employees may use annual leave to maintain their hours of pay for that day or they may opt to work additional hours sometime during the work week.

**Section 4: GEORGE MASON UNIVERSITY EQUIPMENT ASSETS**

The below listed Mason property is being borrowed for use in connection with University business only, must be located at the designated telework/remote work site, and will be returned to Mason at the expiration of this agreement.

The employee agrees to accept listed equipment and understands that its use is for University business only and must be protected against damage. All loaned equipment will be serviced and maintained by GEORGE MASON UNIVERSITY. The employee is responsible for transporting loaned equipment to/from George Mason University for service and maintenance.

Equipment provided by the employee will be at no cost to GEORGE MASON UNIVERSITY and will be maintained by the employee.

Departments are advised that all Mason property is covered under the State's Risk Management Plan and subject to all conditions and deductibles as stipulated under the State's Plan. In addition, use of the equipment may fall under Mason Policy #2104 Inventory Control of Office and Educational Equipment & Furniture.

In the event that equipment is temporarily inoperable, the teleworker/remote worker and supervisor are to reach an understanding of whether the employee has other work assignments that can be accomplished.

Description of Item	Quantity	ID/Bar Code Number

GEORGE MASON UNIVERSITY information systems to be accessed from alternate work location (if any):

Description of System/Program	Quantity	Networked or Stand-alone

I have read and understand George Mason’s Flexible Work Policy and procedures and the University’s technology security standards relating to remote access and I agree to the conditions

detailed above. While teleworking, I will comply with all state and Mason rules, policies, practices, and instructions.

**Section 6: SIGNATURES AND APPROVAL:**

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Department Head Name Printed \_\_\_\_\_

Human Resources & Payroll: \_\_\_\_\_ Date: \_\_\_\_\_

Original signed document to be filed in Human Resources and Payroll Office. The employee and supervisor must keep copies. The Telework/Remote Work Memorandum of Agreement must be, at a minimum, reviewed annually with a new signed agreement submitted to HR & Payroll.

New agreement

Renewal. Start date of last agreement: \_\_\_\_\_

*Revised 8/2014*