



EMPLOYEE TELEWORK AGREEMENT

This Telework Agreement is between McDowell Technical Community College ("College") and

("you") and must be approved by the immediate supervisor and applicable Vice President or President and reviewed by the Director of Human Resources.

This Agreement is effective

through

and supersedes any prior Telework Agreement in place between you and the College.

The employee agrees to the following conditions:

1. The College and you agree that you will temporarily telework in accordance with your normal work schedule unless modified by your immediate supervisor.
2. You understand that this agreement is intended to be for a limited duration timeframe and will be reviewed periodically for effectiveness and applicability. Accordingly, the College, at its sole discretion, may alter this time frame or terminate the Telework Agreement at any time. Note that having successful teleworking performance in pursuant of this Agreement does imply the College will agree to extend or renew a future Telework Agreement.
3. You agree to maintain a presence with your department while teleworking. Presence may be maintained using technology available such as a computer, mobile phone, email, messaging application, videoconferencing, instant messaging or text messaging. This presence applies during those work hours you and your supervisor have agreed upon, or those times you would have otherwise been present and working at a physical College location.
4. You may be required to periodically attend scheduled or call work sessions or meetings as deemed necessary by the College.
5. While teleworking, your supervisor will evaluate your job performance in areas that include, but are not limited to, productivity, work quality, professional conduct, communications and responsiveness using the same standards as those expected at your regular work location. This Agreement does not change the basic terms and conditions of your employment at the College. You will perform all functions delineated in your job description, as well as those different duties that the College may assign from time to time. Further, you remain obligated to comply with all College Policies and Procedures.
6. If you are a non-exempt employee, you are not to work overtime without prior approval from your immediate supervisor.

7. You will be solely responsible for the configuration of and all of the expenses associated with your telework workspace and all services, to include suitable internet access, unless the College expressly agrees otherwise. This includes ensuring and maintaining an ergonomically appropriate and safe telework worksite.
8. All injuries incurred by you during working hours and all illnesses that are job-related must be reported promptly to your immediate supervisor as prescribe by Worker's Compensation requirements.
9. While teleworking, using College-owned computing devices, you are responsible at all times for the access, use and security of those computing devices.
10. By signing this Agreement, you are also confirming you have read, understood and will comply with all provisions listed above, as well as the provision of College Procedure 1.28.1, *Telework*. You acknowledge that if your immediate supervisor determines that the nature of your duties are no longer amenable to telework, or if your job performance via telework is not satisfactory, the Agreement may be terminated at any time at the sole discretion of the College.

Employee Agreement:

Date:

Supervisor Approval:

Date:

President or Vice
President Approval:

Date:

HR Review:

Date: