DEPARTMENT OF DEFENSE
TELEWORK AGREEMENT

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. 113, Secretary of Defense; DoD Instruction 1035.01, Telework Policy.
PRINCIPAL PURPOSE(S): Information is collected to register individuals as participants in the DoD alternative workplace program; to manage and document the duties of participants; and to fund, evaluate and report on program activity. The records may be used by Information Technology offices to determine equipment needs, to ensure appropriate safeguards are in place to protect government information, and for assessing and managing technological risks and vulnerabilities.
ROUTINE USE(S): None.
DISCLOSURE: Voluntary; however, failure to provide the requested information may result in your inability to be a participant in the telework program.

TERMS OF TELEWORK AGREEMENT

The terms of this agreement must be read in conjunction with Department of Defense (DoD) telework policy, available on the DoD Issuances Web Site at http://www.dtic.mil/whs/directives/ or on the Civilian Personnel Management Service Web Site at www.cpms.osd.mil and any additional guidance provided by the employing organization. Signatories certify they will abide by this agreement, DoD telework policy, and all supplemental terms established by the employing organization.

1. Work schedules and hours of duty may be modified as necessary, but are subject to local management procedures and approval and/or collective bargaining agreement requirements. A copy of the employee's approved work schedule should be kept on file with the signed telework agreement. In emergency situations (as indicated in Section I, Block 12 of the telework agreement), the teleworker's work hours may be subject to change. Emergency schedules will be set based on mission needs.

2. If the employee reports to the regular worksite at least twice per pay period, the regular worksite is the official worksite as defined in part 531.605, subpart F of title 5, Code of Federal Regulations.

3. If the employee does not report to the regular worksite at least twice each biweekly pay period, the official worksite is the location of the employee's telework site. Exceptions to the twice each biweekly pay period requirement may be made during emergencies (including a pandemic) and for short-term situations (e.g., special projects, medical accommodation).

4. All pay (to include locality pay or local market supplement), leave, and travel entitlements are based on the employee's official worksite as documented on a Notice of Personnel Action.

5. Prior to signing this Telework Agreement, the supervisor and employee will discuss:
   a. Office procedures (e.g., procedures for reporting to duty, procedures for measuring and reviewing work, time and attendance, procedures for maintaining office communications);
   b. Safety, technology and equipment requirements; and
   c. Performance expectations.

6. Employee will not work in excess of the prescheduled tour of duty (e.g., overtime, holiday work, or Sunday work) unless he or she receives permission from the supervisor. By signing this form, the employee acknowledges that failure to obtain proper approval for overtime work may result in cancellation of the telework agreement and may also include appropriate disciplinary action.

7. If designated employee (as indicated in Section I, Block 12 of this agreement) is unable to work due to illness or dependent care responsibilities, the employee must take appropriate leave. Supervisors may, on a case-by-case basis, administratively excuse the designated teleworker from teleworking if circumstances, such as a power failure or weather related emergency, prevent the employee from working at the telework site. To the extent practicable, managers will include a description of emergency duties with this agreement if emergency duties are different from the employee's prescribed duties and responsibilities.

8. Teleworkers may be required to return to the regular worksite on scheduled telework days based on operational requirements. In situations where the employee is called to return to the office outside normal work hours, the recall shall be handled in accordance with established policy and/or collective bargaining agreements, if applicable.

9. If the employee uses Government-furnished equipment (GFE), the employee will use and protect the equipment in accordance with the DoD Component's procedures. GFE will be serviced and maintained by the Government.

10. The employee agrees to comply with the terms of computer software license and copyright agreements, computer virus and protection requirements and procedures.

11. **No classified documents (hard copy or electronic) may be taken to, or created at, an employee's alternative worksite.** If classified telework is authorized at an approved alternative secure location, teleworkers must comply with the procedures established by DoD 5200.01-R and the DoD Component regarding such work. **For Official Use Only (FOUO) and controlled unclassified information (CUI) data may be taken to alternative worksites if necessary precautions are taken to protect the data, consistent with DoD regulations.**

12. When CUI including competition sensitive or source selection data is authorized for use at the telework location, criteria for the proper encryption and safeguarding of such information and data must be consistent with Enclosure 3, subparagraphs 3.f.(1) through (3) of DoDI 1035.01, Telework Policy. Component specific instructions must be included in the space allowed for Component specific comments or cite the appropriate Component references that contain these instructions.

13. The supervisor will determine how frequently, if at all, backup copies of data onto network drives or removable disks must be made to protect against loss of data. The supervisor may also require the employee to periodically send backup copies to the main work facility.

14. The employee may be reimbursed for authorized expenses (e.g., installation of broadband or telephone lines) incurred while conducting business for the Government, as provided by statute and implementing regulations and as articulated in this agreement. (Approved authorizations are filed with this agreement.)

15. **The employee will apply approved safeguards to protect Government records from unauthorized disclosure or damage and will comply with Privacy Act requirements set forth in the Privacy Act of 1974, and codified at section 552a of title 5, United States Code.** The use of personal email accounts for transmission of Personally Identifiable information (PII) is strictly prohibited. PII may only be emailed between government email accounts and must be encrypted and digitally signed.

16. The DoD Component may inspect the home worksite, by appointment only, if the DoD Component has reason to suspect that safety standards are not being met and GFE is not being properly maintained.

17. The DoD Component will not be responsible for operating, maintenance, or any other costs (e.g., utilities) associated with the use of the employee's residence.

18. The DoD Component is not liable for damages to an employee's personal or real property while the employee is working at home, except to the extent the Government is held liable by the Federal Tort Claims Act or from claims arising under the Military Personnel and Civilian Employees Claims Act.

TERMS OF TELEWORK AGREEMENT *(Continued)*

19. Employees paid from appropriated funds are covered under the Federal Employee's Compensation Act if injured in the course of performing official duties while at the official alternative worksite. Employees paid from nonappropriated funds are covered under the Longshore and Harbor Workers' Compensation Act. Any accident or injury occurring at the alternative workplace must be brought to the immediate attention of the supervisors who will investigate all reports as soon as practical following notification.

20. The employee acknowledges that telework is not a substitute for dependent care.

21. The employee acknowledges that telework is a discretionary alternative workplace arrangement. The employee may be required to work at the regular worksite on scheduled telework day(s) if necessary to accomplish the mission.

22. Either the employee or the supervisor can cancel the telework agreement. When possible, advance written notice should be provided. Management will terminate the telework agreement should the employee's performance or conduct not meet the prescribed standard or the teleworking arrangement fail to meet organizational needs.

23. The employee continues to be covered by DoD Component standards of conduct while working at the alternative worksite.

24. The employee has assessed the telework location against the attached safety checklist and certifies the location meets all safety requirements.

25. DoD Component-specific conditions may be included below.

COMPONENT-SPECIFIC TERMS AND CONDITIONS

DEPARTMENT OF DEFENSE
TELEWORK AGREEMENT

(Read Privacy Act Statement and Terms of Agreement before completing this form.)

SECTION I - This document constitutes the terms of the telework agreement for:

1. EMPLOYEE *(Last Name, First, Middle Initial)*	**2. OFFICIAL JOB TITLE**
3. PAY PLAN/SERIES/GRADE/PAY BAND	**4. ORGANIZATION**
5. REGULAR OFFICIAL WORKSITE *(Street, Suite Number, City, State and ZIP Code)*	**6. ALTERNATE WORKSITE ADDRESS** *(Street, Apartment Number, City, State and ZIP Code) (May be TBD under emergency situations)*
7. ALTERNATE WORKSITE TELEPHONE NUMBER *(Include Area Code)*	**8. ALTERNATE WORKSITE EMAIL ADDRESS** *(Address for official emails if different from office email address. Identification of personal email address is not required.)*
9. TELEWORK ARRANGEMENT IMPLEMENTATION DATES *(Agreement should be revalidated at least once every 2 years)* a. START *(YYYYMMDD)* / b. END *(YYYYMMDD)*	**10. TOUR OF DUTY** *(X one) (Attach copy of biweekly work schedule)* ☐ FIXED ☐ FLEXIBLE ☐ COMPRESSED

11. TELEWORK ARRANGEMENT *(X one)*

☐ REGULAR AND RECURRING ☐ SITUATIONAL

Regular and Recurring Telework Schedule: _____ Number of Days per Week or Pay Period

_____ Days of the Week (e.g., Mon, Wed, Thur)

All employees who are authorized to telework on a **Regular and Recurring** or **Situational** basis to include **emergency situations** shall have a telework agreement in place.

12. CONTINUITY OF OPERATIONS DURING EMERGENCY SITUATIONS

Employee is expected to telework for the duration of an emergency pursuant to:
1) Component policy; 2) a pandemic; 3) when the regular worksite is closed or closed to the public due to natural or manmade emergency situations (e.g., snowstorm, hurricane, act of terrorism, etc.); or 4) when Government offices are open with the option for unscheduled telework when weather conditions make commuting hazardous, or similar circumstances compromise employee safety. Employees unable to work due to personal situations (e.gl, illness or dependent care responsibilities), must take appropriate leave (e.g., annual or sick). If the worksite is closed or closed to the public, the employee may be granted administrative leave, on a case-by-case basis, when other circumstances (e.g., power failure) prevent the employee from working at the telework site. Managers will include a description of emergency duties with this agreement if emergency duties are different from the employee's prescribed duties and responsibilities.

13. SUPERVISOR OR AUTHORIZED MANAGEMENT OFFICIAL *(Name and Signature)* ☐ I also verify that I have completed approved telework training.	**14. DATE** *(YYYYMMDD)*
15. EMPLOYEE SIGNATURE ☐ I also verify that I have completed approved telework training.	**16. DATE** *(YYYYMMDD)*

SECTION II - SAFETY CHECKLIST

SAFETY FEATURE *(X)*	YES	NO
1. Temperature, ventilation, lighting, and noise levels are adequate for maintaining a home office.		
2. Electrical equipment is free of recognized hazards that would cause physical harm (frayed, exposed, or loose wires; loose fixtures; bare conductors; etc.).		
3. Electrical system allows for grounding of electrical equipment (three-prong receptacles).		
4. Office (including doorways) is free of obstructions to permit visibility and movement.		
5. File cabinets and storage closets are arranged so drawers and doors do not enter into walkways.		
6. Phone lines, electrical cords, and surge protectors are secured under a desk or alongside a baseboard.		
7. If material containing asbestos is present, it is in good condition.		
8. Office space is free of excessive amount of combustibles, floors are in good repair, and carpets are well secured.		

I verify that this safety checklist is accurate and that my home office is a reasonably safe place to work.

9. EMPLOYEE SIGNATURE	10. DATE *(YYYYMMDD)*

SECTION III - TECHNOLOGY/EQUIPMENT CHECKLIST

(1) TECHNOLOGY/EQUIPMENT *(Indicate all that apply)*	(2) REQUIREMENT *(Y or N)*	(3) OWNERSHIP: AGENCY OR PERSONAL *(A or P)*	(4) REIMBURSEMENT BY COMPONENT *(Y or N)*
1. COMPUTER EQUIPMENT			
a. LAPTOP			
b. DESKTOP			
c. PDA			
d. OTHER:			
2. ACCESS			
a. IPASS/VPN ACCOUNT			
b. CITRIX - WEB ACCESS			
c. OTHER:			
3. CONNECTIVITY			
a. DIAL-IN			
b. BROADBAND			
4. REQUIRED ACCESS CAPABILITIES			
a. SHARED DRIVES (e.g., H or P Drive)			
b. EMAIL			
c. COMPONENT INTRANET			
d. OTHER APPLICATIONS:			
5. OTHER EQUIPMENT/SUPPLIES			
a. COPIER			
b. SCANNER			
c. PRINTER			
d. FAX MACHINE			
e. CELL PHONE			
f. PAPER SUPPLIES			
g. OTHER:			

6. SUPERVISOR'S SIGNATURE	**7. DATE** *(YYYYMMDD)*
8. EMPLOYEE SIGNATURE	**9. DATE** *(YYYYMMDD)*

SECTION IV - NOTICE OF TELEWORK ARRANGEMENT CANCELLATION

(Complete this section when the telework agreement is cancelled.)

1. CANCELLATION DATE *(YYYYMMDD)*	2. INITIATED BY *(X one)*
	☐ EMPLOYEE ☐ MANAGEMENT

3. REASON(S) FOR CANCELLATION

4. GOVERNMENT-FURNISHED EQUIPMENT/PROPERTY RETURNED LIST PROPERTY AND DATE OF RETURN: ☐ YES ☐ NO

5. SUPERVISOR'S SIGNATURE	6. DATE *(YYYYMMDD)*
7. EMPLOYEE SIGNATURE	8. DATE *(YYYYMMDD)*